

AGREEMENT

between the

WEARE SCHOOL BOARD

and the

WEARE EDUCATION ASSOCIATION

JULY 1, 2022 THROUGH JUNE 30, 2024

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	2
ARTICLE II	DURATION OF AGREEMENT	3
ARTICLE III	NEGOTIATIONS PROCEDURE	4
ARTICLE IV	SCHOOL YEAR / SCHOOL DAY / DUTIES	5-6
ARTICLE V	LEAVES OF ABSENCE	7-9
ARTICLE VI	COMPENSATION	10-11
ARTICLE VII	ASSIGNMENTS, TRANSFERS, VACANCIES	12
ARTICLE VIII	COURSE/WORKSHOP REIMBURSEMENT	13-14
ARTICLE IX	BENEFITS	15-18
ARTICLE X	EMPLOYEE RIGHTS	19-20
ARTICLE XI	GRIEVANCE PROCEDURE	21-22
ARTICLE XII	REDUCTION IN FORCE	23-24
ARTICLE XIII	MANAGEMENT RIGHTS	25
ARTICLE XIV	RESERVATION TO VOTERS ON FINANCIAL MATTERS	26
APPENDIX A	SALARY SCHEDULE	28
APPENDIX B	WEARE SCHOOL DISTRICT STIPENDS COMPENSATION	29

ARTICLE I

RECOGNITION

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

ARTICLE II

DURATION OF AGREEMENT

- A. This Agreement goes into effect July 1, 2022 and will expire June 30, 2024.
- B. Individual Professional Staff contracts shall continue to be issued by the Board on an annual basis. Notification of non-renewal will be made in accordance with applicable NH laws including but not limited to NH RSA 189:14-a. A copy of this law will be available in both buildings.
- C. Any part of this Agreement, which is found to be contrary to law, shall not be binding on either party.
- D. Any section of the Agreement found to be unlawful shall not invalidate any other parts of the Agreement.

ARTICLE III

NEGOTIATIONS PROCEDURE

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

ARTICLE IV

SCHOOL YEAR / SCHOOL DAY / DUTIES

A. School Year

1. Professional staff will work 190 days to be allocated as follows:
 - a. 180 teaching/instructional days
 - b. 1 day Common Day Workshop
 - c. 1 day before school begins for classroom preparation, to be scheduled at the staff members' discretion
 - d. 1 day for evening activities (ex: open house) (1 day equals 7.5 hours)
 - e. 1 day on the day after the students' last day of school for disassembly of classroom activities, administration will not designate how time is used.
 - f. 1 day for parent/professional staff conferences, if completed prior to the Wednesday before Thanksgiving, the staff is not required to report to work.
 - g. 1 day NEA-NH workshop day, other approved workshops or work in assigned schools.
 - h. 4 days scheduled within 5 business days prior to the first student school day – 3 days for administrative use and 1 day for classroom set up. One hour will be scheduled by administration for a WEA staff meeting to be held during one of the 3 days of administrative use. No other meetings will be scheduled by administration at that time.
2. Alternative scheduling based on NH Code of Administrative Rules Section Ed 306.18 may be investigated during the term of this agreement. A new option will not be adopted by the Board during the duration of this contract unless it has the support of a majority of the Weare Education Association members as voted on at a regular monthly membership meeting.
3. December 24th is a non-work day.
4. The Board shall have the sole right to determine the calendar. The WEA shall be given the opportunity to have input into the school calendar and faculty and student handbook.
5. Enrichment Coordinators and School Counseling personnel may, at the discretion of the administration, be required to work up to an additional ten (10) days beyond the total days set forth above at their per diem rate.
6. Professional Staff in their first two years in the District may, at the discretion of the administration, be required to work up to an additional five (5) days beyond the total days set forth above at their per diem rate. These additional days will be scheduled within the five business days preceding the first teacher work day at the start of the school year.

B. SCHOOL DAY

1. The Workday – The Professional Staff's day shall be 7.5 hours in length. All Professional Staff shall receive a duty free, uninterrupted lunch period of 25 continuous minutes or the student lunch period, whichever is greater. All Professional Staff shall have a single duty-free prep period during the school day which corresponds in length to the Unified Arts block, except when extenuating circumstances occur (i.e. testing, inclement weather, whole school activities, etc.) No meetings will be scheduled or encouraged by the administrators during the teachers' duty-free prep period, however professional staff have discretion over their prep period to include preparation for class, grading assignments, other professional responsibilities, and mutually agreed collaboration meetings with other staff members.
2. Staff Meetings – One staff meeting per month, during the school year, shall be scheduled outside the 7.5 hour work day. This meeting will not exceed 45 minutes in length and will be scheduled into the annual school calendar. This forty-five minute meeting may be attached to a scheduled curriculum or team meeting. No team, curriculum or staff meetings may be scheduled on Fridays or the week grades are due. In exceptional circumstances, this forty-five minute meeting and curriculum/team meeting day may be rescheduled with at least a four week notice. Two additional mandatory meetings per week and three additional mandatory meetings per school year may be scheduled outside the student day, within the 7.5 hour work day, per week, excluding special education and committee meetings.
3. Non-Teaching Duties – Morning duty, recess duty, and any other non-teaching duties which are necessary for maintaining a well-run school and assuring the safety of the students will be considered part of the regular work day for Professional Staff. All non-teaching, supervisory duties will be distributed equitably among the Professional Staff of each building by the administrators after all available para-educators have been assigned the duties and if additional coverage is still necessary.
4. Bus Duty - Professional Staff shall not be required to perform bus duty except that one (1) Professional Staff per building shall be assigned to be at his or her work station or assigned workstation from the time of arrival of the first bus to the start of school and from the end of school to the departure of the last bus. The Professional Staff shall be responsible in the event of a need for assistance by a person covering bus duty or elsewhere within the school.

On any occasion when additional coverage is needed after all paraprofessionals have been assigned, professional staff may volunteer to cover these duties. Professional staff who indicate willingness to cover these duties on an as-needed basis will be reimbursed at the rate of \$20 per hour, with a 30-minute minimum.

Administrators will have a clear schedule, shared with the WEA president via a view-only document of rotation for transparency to ensure that staff are given equal opportunity.

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

ARTICLE V

LEAVES OF ABSENCE

A. SICK LEAVE

Professional Staff will have fifteen (15) days sick leave per year, five (5) of which may be used for sickness of immediate family members, cumulative to one hundred and twenty five (125) days. Professional Staff sick days will be earned at the rate of one and a half (1 1/2) days per month. For the months of September through June, Professional Staff may have immediate access to the fifteen (15) days, but if terminated before they have accumulated fifteen (15) days, days not accumulated but taken will be deducted from their final pay. A sick day cannot be changed to a personal day after the fact.

B. SICK LEAVE BANK

The Board agrees to establish a sick leave bank to cover Professional Staff in the event of a medical disability. The sick leave bank shall be administered by a committee composed of the members of the Association appointed by the President hereinafter called the Administrative Committee. The Administrative Committee will notify the SAU Business Administrator of the Professional Staff who both add days to the Bank and those who withdraw days.

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

Professional Staff may enroll as soon as they have a sick leave day to contribute. Each succeeding school year the month of October shall be a new enrollment period. Sick days in the bank shall accrue from year to year to a maximum of one hundred and twenty-five (125) days after which additional donations shall not be required until the bank drops below fifty (50) days. If the bank drops below 25 in any year, one additional sick day drive may be conducted to replenish days. A Professional Staff member shall become eligible to request extended benefits from the Sick Leave Bank after a medical disability, provided he/she has exhausted all his/her accrued sick leave. Approvals for such requests shall be made at the discretion of the Administrative Committee. Professional Staff who are receiving benefits from the LTD policy set forth in Article IX, C, shall not be eligible to receive benefits from the Sick Leave Bank. Professional Staff may be granted no more than the number of days needed to qualify for LTD from the Sick Leave Bank. Decisions by the Administrative Committee are final and not subject to the grievance procedure.

C. PERSONAL DAYS

Professional Staff shall be granted up to a maximum of three (3) days per contract year for personal business. Personal days shall be used for imperative business that cannot be accomplished outside of the school day. Notice of intent to use personal days shall be made in writing to the Principal. Except in emergencies, forty-eight (48) hours' notice is required. Personal days shall not be used specifically to extend a holiday or a vacation. Special circumstances may be appealed to the Superintendent. Any full unused personal days will be reimbursed at the rate of \$125 per day, payable at the end of the school year.

D. BEREAVEMENT LEAVE

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

E. FAMILY AND MEDICAL LEAVE

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

F. CHILD REARING LEAVE

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

During the time that a Professional Staff member is on unpaid child rearing leave, the employee shall be entitled to remain eligible for participation in all District fringe benefit programs, provided they shall be at the sole expense of the employee. In the event the period of leave shall be less than one (1) semiannual semester, a professional staff member shall be entitled to credit for one (1) year of experience on the teaching salary schedule. If the period of leave shall be in excess of one (1) semiannual semester, then the Professional Staff member shall not get credit for one (1) year of teaching experience on the salary schedule.

G. PROFESSIONAL LEAVE

Professional Staff may be granted at least two (2) professional days per year upon approval of the principal, based on a review for activity content and overall professional development goals. School District directed workshops or professional development opportunities shall be considered school business and not count toward the Professional Staff member's two (2) professional days allotment in this Article.

H. MILITARY LEAVE

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

I. CIVIL LEAVE

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

J. SABBATICAL LEAVE

Any Professional Staff may apply for a leave of absence for the purpose of educational improvement, providing such Professional Staff has been under contract in the School District for a period of not less than seven (7) years and such application is filed with the Superintendent no later than December 1 of the year preceding the start of the leave. Sabbatical leave will be available only for full-time study or research programs which offer potential benefit both to the individual and to the school system.

Such leave may be granted to not more than one (1) Professional Staff member in any one (1) year providing their proposals are educationally sound. Selection shall be made by the Board upon recommendation of the Superintendent. The Professional Staff member shall receive remuneration equal to 85% of a currently offered family insurance health plan.

If permission for a leave is granted, the recipient shall sign an agreement that he/she will (a) return to the School District for a period of not less than one (1) year and (b) will not alter the approved sabbatical proposal without approval of the Superintendent and School Board. The Board may waive provision (a) providing the recipient agrees in writing that should he/she leave the employ of the School District for any reason except death or serious illness during the one (1) year immediately following completion of his/her sabbatical leave, he/she will reimburse the District any monies paid during the leave. Any Professional Staff who chooses may participate in the employer's benefit plan at his or her own expense.

K. NOTICE OF INTENT TO RETURN FROM LEAVE

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

ARTICLE VI
COMPENSATION

- A. In their first year of employment, all Professional Staff hired by the School District will be placed on step in the salary schedule (Appendix A.). No new staff member will be hired higher than Step J.

In year one (2022/2023) there will be a 2.25% increase to the base and returning professional staff will be placed on a step equal to their years of experience and one step advancement. Off schedule Professional Staff will receive a 5% increase in salary. Professional Staff in their second year on J and beyond will receive the same 2.25% to the base and an additional 2.75% increase to their salary. In no event shall second year J and beyond receive more than a 5% increase to their salary. No additional staff will advance beyond step J.

In year two (2023/2024) there will be a 2.25% increase to the base and returning professional staff will be placed on a step equal to their years of experience and one step advancement. Off schedule Professional Staff will receive a 5% increase in salary. Professional Staff in their second year on J and beyond will receive the same 2.25% to the base and an additional 2.75% increase to their salary. In no event shall second year J and beyond receive more than a 5% increase to their salary. No additional staff will advance beyond step J.

- B. In the event that an increment is to be denied, such denial will be based on the evaluation process. Increments will be denied only for just cause.
- C. Increments for preparation beyond the Bachelor's Degree will be granted in accordance with Appendix A. Evidence of the preparation for adjustment in the salary must be submitted to the office of the Superintendent of Schools on or before September 1st for the fall semester, and on or before January 20th for the spring semester. Professional Staff who are off step but who move up an educational track shall have added to their salary the incremental difference between tracks for the last step of that year's matrix.

For the 2019-2020 school year and beyond, the following criteria will be in effect:

- To qualify for placement on, or horizontal adjustment to, the BA or MA salary track, bargaining unit members must have earned a Bachelor's degree or a Master's degree, respectively, from an accredited, degree granting, post-secondary educational institution.
- Only credits earned after obtaining a Bachelor's degree will be considered for placement on the BA+15 or BA+30 salary track.
- Only credits earned after obtaining a Master's degree will be considered for placement on the MA+15 or MA + 30 salary track.
- Newly hired bargaining unit members who have earned a doctorate degree will be placed on the MA+15 or MA + 30 salary track.
- No staff hired prior to July 1, 2019 will lose a current track or any currently recognized credits.

D. Placement on the salary scale set forth in Appendix A may be adjusted by the Superintendent to support the employment by the District of qualified candidates. This can be done a maximum of 6 times per year as follows:

For candidates recommended to fill professional positions of "critical shortage" areas, as defined by the State, the District may award a one-time additional two thousand dollars to recognize job or life experience and shall not be included in the Professional Staff member's compensation in any other year. The president of the WEA will be notified of who is given this hiring bonus in order to accurately reconcile the Weare School District census each year.

E. Each Professional Staff shall have the option of salary payments prorated on the basis of 21 or 26 pay periods. Professional Staff electing 26 pay periods shall have the choice of receiving the balance of salary in a lump sum on the last day of school in June. If Professional Staff elect the 26 pay periods, they also have an option to receive a partial amount of the lump sum as the "Christmas Check" option, paid before Thanksgiving.

Bi-weekly pay begins no later than the second Thursday following the first student day.

F. Payment for stipend salaries will be based on a percentage of the base (step one Bachelor salary) each year. Activities will be placed in one of the following categories:

Category 1 Seasonal - 1.2%

Category 2 Full Year - 2.25%

Category 3 Major Projects - 3.75%

Category 4 Professional Staff Coordinator - 5.00%

The Board will budget the total sum of \$73,798.71 in 22-23 and \$75,633.67 in 23-24.

A committee composed of an equal number of voting members of administrators and association members may recommend additions and deletions to the stipend activities/positions that are offered. Activities will be listed as an addendum to Appendix B. The administrators will establish job descriptions and supplemental contracts. Compensation for stipend jobs in Appendix B will not be reduced unless the activity is eliminated or substantially changed. The Board shall decide which stipend activities/positions will be offered.

New or vacant positions will be posted and qualified professional staff given the right of first refusal. Effective July 1, 2022, professional staff with a Beginner Educator Certificate (BEC) and staff with less than one year in the District shall not be considered qualified to fill team or curriculum leader/coordinator positions. These qualification standards shall not apply to staff already serving in curriculum leader/coordinator positions as of June 30, 2022.

Successful completion of a stipend job agreement entitles the person responsible for the job to the right of first refusal on the agreement for the next year unless the job is eliminated. Successful completion shall be defined as basic, proficient or distinguished fulfillment of job description and acceptable observation resulting in a positive annual written evaluation. Reprimands or discipline occurring on stipend time will not be connected to the PSP's summative review or renewal decisions. The only exception to this is criminal activity or Code of Conduct violations.

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

ARTICLE VII

ASSIGNMENTS, TRANSFERS, VACANCIES

- A. The Superintendent or his or her designee shall make all assignments and transfers within the Weare School District.
- B. Said assignments and transfers shall be given in writing to all Professional Staff for the upcoming school year prior to the third Monday in April, so that PSPs are reasonably aware of their teaching assignment, including grade level(s), prior to signing their contract, subject to reassignment where necessary in the best interest of the students in the Weare School District. Such assignments and transfers shall be considered as involuntary and treated accordingly.
- C. Prior to involuntary assignments or transfers of any Professional Staff, the Superintendent or his/her designee, shall notify all PSPs of openings via email and internal postings. Any qualified PSP in good standing who wishes to fill said positions shall submit a letter of interest within five business days of the internal posting in order to be considered prior to an external posting. The application process for internal candidates will be shortened to include only the letter of interest and interview. Reassignments or transfers that result will be considered voluntary.
- D. Any involuntary transfer shall be made only after a meeting between the Professional Staff involved and the building administrator, at which time the Professional Staff shall be notified of the educationally sound reason for the transfer. In the event that Professional Staff objects to the transfer, the Superintendent will meet with the Association representative and the Professional Staff to discuss the transfer. The Superintendent's decision will be final.
- E. The term "transfer" shall include all changes in subjects to be taught, grade level changes, and building assignments.
- F. A Professional Staff shall not be assigned or transferred to a position for which he/she is not certified or certifiable, except temporarily and when such assignment or transfer is deemed to be in the best interest of the students in the Weare School District. "Temporary" shall be defined for purposes of this article as not to exceed beyond the current semester.
- G. A vacancy, which exists within the Weare School District, both professional and/or extracurricular, will be posted by the Superintendent or designee for 10 calendar days except in case of emergency and notification via email, will be given to the President of the Association and all PSPs. The vacancy will include the job title, job description, and requirements of the position.
- H. A "vacancy" shall be defined for purposes of this article as a position presently unfilled, a position currently filled but which will be open in the future, or a new position.

ARTICLE VIII

COURSE/WORKSHOP REIMBURSEMENT

- A. An amount of thirty-five thousand dollars (\$35,000) for each contract year, will be made available for course reimbursement to Professional Staff who successfully complete (B or better; or "pass" in a pass/fail course) an academic course of study, provided that no Professional Staff will be reimbursed more than the total tuition cost for a four credit graduate course from a federally recognized accrediting institution. No course will be reimbursed more than the cost of a four credit graduate course at the University of New Hampshire. This reimbursement also assumes the Professional Staff is not receiving a course reimbursement from any other organization; i.e., G.I. Bill, scholarships, or grants. This course reimbursement will be available to a Professional Staff on Sabbatical leave, under the same conditions as a Professional Staff not on leave. Professional Staff will be eligible for additional courses per fiscal year, until the \$35,000 has been depleted, as allowed for in this Article.
- B. To be eligible for course reimbursement, a Professional Staff must file an Application for Course Reimbursement, through the school principal, which will be forwarded to the Superintendent of School's Office. The Superintendent will either approve or deny all requests.
- C. The Superintendent will return a copy of the Application for Course Reimbursement, indicating either approval or reason for denial.
- D. After the course has ended, in order to be reimbursed, the Professional Staff member shall present an official transcript, indicating the completion of the course, the grade earned, and evidence of payment. Professional Staff members may be reimbursed for a course that was audited upon presentation of an in-depth reflection, evidence of payment, and documented attendance. A transcript or certificate may serve as proof of attendance.
- E. If for any reason the course is not completed (cancellation, withdrawal, etc.), the Professional Staff must notify the Superintendent's office so that the Course Reimbursement Application may be cancelled.
- F. Allocation and Payment of Funds:
1. No person shall be paid more than the actual cost of tuition for the course, and no course shall be reimbursed more than the cost of a four credit graduate course at the University of New Hampshire.
 2. All persons anticipating submitting a request for payment under this section during the contract year (July 1 – June 30) shall notify the Superintendent's Office no later than May 1st. All first courses will be paid in full upon completion and the submission of the information required under Article VIII.
 3. In the event there are more applicants than funds available, monies will be encumbered based on the date of the request for course approval. If monies remain unencumbered after May 1st, reimbursement will be distributed to participants completing additional courses. If requests total more than the remaining funds, all participants will receive an equal share of

remaining monies. No Professional Staff member will be reimbursed for more than one course at a time during the student year, except during the summer.

4. Professional Staff who receive tuition reimbursement and who terminate their employment prior to the end of the current school year are obliged to repay the District the entire amount of tuition given to them in the current school year before a resignation will be accepted. This provision shall not apply when a Professional Staff Person has given notice of retirement as required in Article IX, Section G.
- G. Professional Staff are eligible to use SAUniversity²⁴ credits as in-service credit for movement on the salary schedule found in Appendix A if he/she successfully completes (B or better or "pass" in a pass/fail course) a SAUniversity²⁴ course of study. SAUniversity²⁴ credits may be applied to column movement from Bachelors to Bachelors+15 or from Bachelors+15 to Bachelors+30 or from a Masters to a Masters+15 or from Masters+15 to a Masters+30. For those Professional Staff off schedule, after the accumulation of 15 credits from SAUniversity²⁴, a one-time cash payment of \$2,000 will be awarded. This payment shall not compound. This bonus is available each time a new bundle of 15 credits has been accrued.

H. WORKSHOP REIMBURSEMENT

The District agrees to budget twenty thousand dollars (\$20,000) for each contract year for workshop reimbursement. Professional Staff will use this money for individual staff professional development. No Professional Staff will be reimbursed more than the actual registration cost of any given workshop. Money should be encumbered by May 1st of the contract year. Payment from the District shall be forthcoming with evidence of attendance and receipt of payment. Evidence of workshop expenses is due in the Superintendent's Office no later than June 1st of the contract year.

ARTICLE IX

BENEFITS

A. MEDICAL INSURANCE

1. The Board shall provide a health benefit plan for Professional Staff of the bargaining unit. The schedule of benefits will be substantially comparable to the medical and hospital benefits offered by HealthTrust's Access Blue New England or HSA 2500/5000 Lumenos plan. However, in no event shall the District's obligation exceed 80% of the Access Blue plan and 95% of the Lumenos plan. For those staff who are hired at less than 1.0 FTE, health benefits will be prorated to match the percentage of their contract. For employees not eligible for Lumenos, the District's obligation will not exceed 85% of the Access Blue plan.

Health Savings Account

All full time bargaining unit members will receive contributions from the Weare School District toward their Health Savings Account if they have elected the 2500/5000 Lumenos plan. The amount contributed each year will be the larger of 50% of the individual plan deductible or 50% of their plan deductible less any pre-existing HSA funds. If a bargaining unit member begins employment midyear, these HSA contributions shall be prorated according to the calendar year in which they were hired.

HSA Funding

All standard HSA contributions shall be made on July 1st. The District will contribute either 50% of the individual plan deductible (\$1,250.00) or replenish the HSA to 50% funded status, whichever is the greater amount. In order to be eligible to receive funding in excess of the 50% of the individual plan deductible (\$1,250.00), bargaining unit members will need to submit documentation necessary to demonstrate deductible expenditures. Bargaining unit members who receive their contributions on July 1st and leave the district before the end of the school year shall refund the District the pro-rated amount of their total annual standard contribution. Additionally, bargaining unit members may fund their own HSA's with pre-taxed contributions, however no contributions can be made beyond the federally defined limit for any given plan year.

HSA Enrollment

Bargaining Unit Members without an existing HSA may enroll for an HSA through an arrangement provided by the District. Bargaining Unit Members may also establish an HSA through their own financial institution.

Transferability

An HSA is owned by the Bargaining Unit Member and as such travels into and out of the District with the individual.

2. Professional Staff who show proof of otherwise being covered by a comparable health insurance plan will be eligible for compensation in lieu of the District's health plan. Full time professional staff will be compensated:

- \$3,000 per year for a single plan if 1-50% of applicable single Professional Staff select this option.
- \$3,500 per year for a single plan if 51-60% of applicable single Professional Staff select this option.
- \$4,000 per year for a single plan if 61-70% of applicable single Professional Staff select this option.
- \$4,500 a year if more than 70% of applicable single Professional Staff select this option.
- \$5,000 per year for a two person/family plan if 1-50% of applicable Professional Staff select this option.
- \$6,500 per year for a two person/family plan if 51-60% of applicable Professional Staff select this option.
- \$8,000 per year for a two person/family plan if 61-70% of applicable Professional Staff select this option.
- \$9,500 per year for a two person or family plan if more than 70% applicable single Professional Staff select this option.

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

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

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

4. Either party, with written notice to the other, may reopen negotiations on medical insurance under this agreement in order to avoid penalties under the Affordable Care Act or to save on health insurance costs. Any savings in health and medical insurance shall result in an equitable sharing of savings between the District and the Bargaining Unit. In the event that neither party requests to reopen negotiations in accordance with this provision, or unless otherwise agreed by the parties, no change in medical insurance, including but not limited to cost sharing, shall occur.

B. LIFE INSURANCE

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

C. DISABILITY INSURANCE

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

D. DENTAL INSURANCE

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

E. FLEXIBLE SPENDING ACCOUNT SECTION 125

The Board will institute a Flexible Spending Account as provided by Internal Revenue Code Section 125 as described below:

For each plan year, all employees will be given the opportunity to estimate the amount of money they expect to spend out-of-pocket on health care services in the upcoming year. A prorated portion of this estimate will be deducted from their pay each pay period on a before-tax basis, as provided by Internal Revenue Code Section 125, and deposited in a reimbursement account. When an employee incurs out-of-pocket health care expenses, they may request reimbursement from the account. The maximum contribution by each participating employee is not to exceed the maximum allowed by law.

F. DEPENDENT CARE REIMBURSEMENT PLAN

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

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

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

G. ACCRUED SICK DAY REIMBURSEMENT

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

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

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

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

H. EARLY RETIREMENT HEALTH AND DENTAL

Any full-time teacher who has taught a minimum of twenty (20) consecutive years in the Weare School District, and has or will reach age 55 at the time of retirement (July 1), may submit a request for early retirement to the Board. This request for early retirement shall be dated and signed by the teacher submitting it by November 1 of the calendar year preceding the year in which the retirement shall commence, and the applicant shall receive the following early retirement benefits:

Upon notification (prior to November 1) of a FTE intent to retire, the Professional Staff covered by the CBA would be eligible to continue enrollment in the health and dental insurance plans offered by the District. The retired teacher shall be eligible for the early retirement insurance benefit for ten (10) years or until age sixty-five (65), whichever is sooner, for a two-person health and dental plan. The District will contribute 50% of the cost of this benefit.

The Board shall act upon the request by January 1st. If there are applicants, at least **two (2)** requests for early retirement per year shall be approved by the Board, except that the Board is not obligated to grant any requests received after November 1, 2026 and this entire Article will expire on that date. If more than **two (2)** Professional Staff request the Health Insurance retirement benefit, the decision to grant said benefit shall be determined by longevity and date of hire and the Professional Staff with the longest length of uninterrupted full time employment with the WSD shall be granted.

If a retiree comes out of retirement and is employed in another school district, they are no longer eligible for the retirement health insurance benefit offered by the Weare School District.

ARTICLE X

EMPLOYEE RIGHTS

- A. The Board agrees that it will not discriminate against any Bargaining Unit member with respect to hours, wages, or any terms or conditions of employment by reason of his or her membership/activity in the Association or because of their race, creed, religion, color, national origin or ancestry, age, sexual orientation, marital status, disability, or physical characteristics.
- B. In the event a Professional Staff is disciplined, he or she shall be entitled to be represented by the Association. Discipline shall be defined as discharge, non-renewal, suspension with or without pay, reprimand (oral or written), or withholding of an increment. When a request for representation by an Association member is made, no further action shall be taken with respect to the Bargaining Unit member until such representative of the Association is present.
- C. Professional Staff shall not be disciplined without just cause, except that the just cause standard shall not apply to the nonrenewal of a probationary Employee.
- D. Each Employee shall be entitled to access his or her personnel file with one business day's notice, if necessary, to the Superintendent or his or her designee. An Employee may, if he or she wishes, have a representative of the Association accompany him or her during such review. The Superintendent reserves the right to have a representative present during the review of the file.
- E. The Employee shall have the right to make an appropriate response to any materials contained in his or her personnel file and such response shall be made a part of said Employee's file. Reproductions of such material may be made by hand or copying machine if available.
- F. No material will be placed in an Employee's personnel file without notification to the Employee.
- G. All monitoring or observation of the work performance of a teacher will be conducted fairly, openly and with full knowledge of the teacher. Evaluation procedures shall be conducted in accordance with the procedures in the Weare School District Evaluation Plan. The procedures, developed by mutual agreement between the administration and the WEA, will be implemented by the administration. The Weare School District Evaluation Plan's procedures and related procedures will be reviewed annually by the WEA and the administration. The committee makeup will be done by mutual agreement.

An employee shall be given a copy of any formal observation report prepared by his/her supervisor before any conference held to discuss it. If the employee is dissatisfied with this observation conference, s/he may request an additional conference. Thereafter, the employee shall sign the report. Such signature shall indicate only that the report has been read by the employee and in no way indicates agreement with the contents thereof. Any PSP has the right to respond in writing to both the written observation and/or written summative evaluation. The response will be attached to the evaluation document.

- H. An improvement plan shall be developed if, through formal or informal observations, a single significant incident or a pattern of observed professional weaknesses that are documented and known to professional staff are noted, or if a summative evaluation recommends a PSP's renewal with concerns. The plan will document the aspects of performance that need improvement, establish S.M.A.R.T. goals, and recommend steps to be taken.
- I. The President or his/ her designee and up to one other member of the Weare Education Association, at the President's request, will be allowed reasonable time during contract hours to conduct WEA business such as, but not limited to, representing Professional Staff upon the staff member's request at administrative meetings, attending grievance meetings, meeting with the Superintendent, Principals, or other administrators, attending one meeting per year at each school in the District to promote and discuss various Association business. The Association members' Personal Time will not be docked when conducting WEA business.

ARTICLE XI

GRIEVANCE PROCEDURE

A. GRIEVANCE DEFINITION

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

B. STEPS OF THE GRIEVANCE PROCEDURE

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

STEP 1 - Principal and Immediate Supervisor

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

STEP 2 - The Superintendent

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

STEP 3 - The School Board

The employee whose grievance has not been resolved by Step 2 may, within seven (7) days, submit in writing his or her grievance, individually or through the Association, to the School Board. Within fourteen (14) days of receipt of the written grievance, the School Board, the Superintendent, the aforementioned employee, the Principal or immediate supervisor, and a representative from the Association shall meet to resolve the grievance. The School Board shall answer, in writing, within seven (7) days after this meeting. If the grievance has not been resolved, or the aforementioned employee is not satisfied with the resolution of the grievance, he or she may go on to Step 4 of the grievance procedure.

STEP 4 - Arbitration

The Professional Staff whose grievance has not been resolved by Step 3 may, within seven (7) days, request that the Association call for arbitration pursuant to the rules of the American Arbitration Association. If the Association determines that the matter should be

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

C. REPRESENTATION

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

D. RIGHTS OF ASSOCIATION

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

E. TIME

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

ARTICLE XII

REDUCTION IN FORCE

The Weare School Board, pursuant to its rule making and legislative authority, and in consideration of the possibility of a manifest change in the enrollment or changes in sub-populations of the students of the Weare School District, and in order to promote the best educational and academic environment for the students and the program for the Weare School District, adopts the following in connection with reduction in force.

PROCEDURE

As soon as a reduction in force is deemed unavoidable, the Superintendent of Schools shall notify the President of the Weare Education Association and all of the teachers in the specific positions considered for reduction giving the reasons for such action. Such notification will be given at the end of the school day no later than ten (10) business days before the Town Deliberative Session.

After the Annual School District Meeting, notification will be given in writing to the Weare Education Association and the affected employees, including reasons for the selection of the particular position(s). Notification meetings will take place at the end of the school day. The meeting will be conducted in person unless otherwise agreed upon by the affected employee.

For the purpose of this Article, positions are defined as follows:

- a. Grades PreK-3
 - b. Grades K-6
 - c. Grades 7-8 by subject (math, science, social studies, language arts)
 - d. Special Education for grades PreK-8
 - e. Library, guidance, and other instructional areas by subject (art, music, physical education, etc) for grades PreK-8
1. The School Board will accept any written presentations regarding the reduction in force from the Weare Education Association, individual professional staff, or the public within fourteen (14) days of the date of notification of the intended reduction in force before taking final action.
 2. The School Board will make every reasonable effort to minimize the effects of reduction in force on the current staff by absorbing as many positions as possible through attrition (retirements, resignations, and refusal to contract), and volunteer termination of employment.
 3. After attrition and voluntary termination of employment, if layoffs remain necessary within the areas that the Board has identified for reduction, the Superintendent will use the following criteria to determine which professional staff will be laid off from each identified assignment area:
 - a. Certification and (if applicable) Highly Effective Teacher (HET) status
 - b. Probationary teacher or teachers on administrative plan for more than one year
 - c. Seniority
 - Least number of years and experience in district
 - Observations and evaluations under the Weare School District Evaluation Plan
 - Degree attainment in the field of education

4. Recall rights will be limited to professional staff terminated based solely on a lack of seniority. The Superintendent's Office will send an offer of rehire by certified mail to the last known address on record. Professional staff seeking reinstatement shall be required to respond with fifteen (15) calendar days of receipt of notice. The Board will waive application procedures and will rehire.
5. A previously employed professional staff who returns to a teaching position within a three-year (3) period shall resume employment by the school district at no less than the step occupied when the position previously held was terminated unless the sick day buy-back or early retirement benefit was exercised.
6. The decision to implement the reduction in force shall be made in the sole discretion of the School Board.

ARTICLE XIII

MANAGEMENT RIGHTS

The Board, notwithstanding any other provision in this Agreement, and subject to the language of this Agreement, reserves itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the school district.

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

In the event of substantial change in current practice or conditions of employment, upon request of the bargaining unit, such change shall be negotiated.

ARTICLE XIV

RESERVATION TO VOTERS ON FINANCIAL MATTERS

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

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

Dated at Weare, New Hampshire 6/21/2022

Weare School District
By its Board:

Christine E. Death, Chair
W. H. [Signature]
Sarah [Signature]
[Signature]
[Signature]

Weare Education Association
By:

[Signature]
Kim Tucker
Alysa Schober
[Signature]
Melissa [Signature]

APPENDICES

APPENDIX A SALARY SCHEDULE

APPENDIX B WEARE SCHOOL DISTRICT STIPENDS COMPENSATION

APPENDIX A

SALARY SCHEDULE

2022-2023

YOE	YOE+1	Level	BA	BA15	BA30	MA	MA15	MA30
0	1	a	39,545	40,929	42,362	43,844	45,379	46,967
1-2	2-3	b	40,534	41,953	43,421	44,941	46,513	48,141
3	4	c	41,547	43,001	44,506	46,064	47,676	49,345
4	5	d	42,586	44,076	45,619	47,216	48,868	50,579
5-10	6-11	e	43,863	45,399	46,988	48,632	50,334	52,096
11	12	f	45,179	46,761	48,397	50,091	51,844	53,659
12	13	g	46,535	48,163	49,849	51,594	53,400	55,269
13	14	h	47,931	49,608	51,345	53,142	55,002	56,927
14	15	i	49,369	51,097	52,885	54,736	56,652	58,634
15	16	j	50,850	52,629	54,471	56,378	58,351	60,394

2023-2024

YOE	YOE+1	Level	BA	BA15	BA30	MA	MA15	MA30
0	1	a	40,435	41,850	43,315	44,831	46,400	48,024
1	2	b	41,446	42,896	44,398	45,952	47,560	49,225
2-3	3-4	c	42,482	43,969	45,508	47,101	48,749	50,455
4	5	d	43,544	45,068	46,645	48,278	49,968	51,717
5	6	e	44,850	46,420	48,045	49,726	51,467	53,268
6-11	7-12	f	46,196	47,813	49,486	51,218	53,011	54,866
12	13	g	47,582	49,247	50,971	52,755	54,601	56,512
13	14	h	49,009	50,725	52,500	54,337	56,239	58,208
14	15	i	50,479	52,246	54,075	55,967	57,926	59,954
15	16	j	51,994	53,814	55,697	57,647	59,664	61,752

APPENDIX B

WEARE SCHOOL DISTRICT STIPENDS COMPENSATION

	2022-2023	2023-2024
Category 1	\$473.45	\$485.22
Category 2	\$887.72	\$909.79
Category 3	\$1479.53	\$1516.31
Category 4	\$1972.7	\$2021.75