AGREEMENT

BETWEEN THE

WESTMORELAND SCHOOL BOARD

AND THE

WESTMORELAND TEACHERS' ASSOCIATION

July 1, 2013 to June 30, 2017

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ARTICLE I

RECOGNITION

1.1 This Agreement entered into this 15th day of March, 2013 by and between the Westmoreland School Board, hereinafter called the "Board", and the Westmoreland Teachers' Association affiliated with the National Education Association/New Hampshire (NEA/NH) hereinafter called the 'Association". Except as otherwise provided herein, the parties agree to negotiate subject to the provisions of RSA 273-A.

1.2 For the purposes of collective negotiations, the Board recognizes the Association as the exclusive representative of all teachers and nurses of the Westmoreland School District during the terms of this certification.

DEFINITIONS

1.3 SCHOOL: The term "school" as used in this Agreement, means any work location or functional division maintained by the Board where instruction, as required by the State, is offered to the children enrolled in the Westmoreland School District.

1.4 TEACHER: The term "teacher" shall include any individual employed by the Board, the qualifications for whose position are such as to require him/her to hold an appropriate credential or license issued by the State Board of Education and/or the State of New Hampshire under its regulations governing the certification of full-time teaching personnel and part-time teaching personnel in the Westmoreland School District but excluding the Principal.

Persons working eighty percent (80%) or more of the contract year will be considered full-time and eligible for one hundred percent (100%) of the benefits specified herein. Persons working sixty percent (60%) or more but less than eighty percent (80%) of the contract year will be considered part-time and eligible for pro-rata benefits, excluding NH Retirement. Persons working less than sixty percent (60%) of the contract year will be considered part-time and will be ineligible for any benefits. Persons who work full-time as employees of the District, regardless of assignment, shall receive insurance benefits as provided herein, except where otherwise specified herein.

Whenever the singular is used in this Agreement, it is to include the plural and any reference to male also includes female.

1.5 PELRB: The term "PELRB" shall mean the New Hampshire Public Employee Labor Relations Board.

ARTICLE II

MANAGEMENT RIGHTS

2.1 The parties understand that the Board and the Superintendent may not lawfully delegate powers, discretions and 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 and authorities. Agreements reached herein shall not constitute a waiver of and shall not be construed in derogation of such powers, discretions and authorities.

ARTICLE III

NON-DISCRIMINATION

3.1 The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, disability, membership and/or activity in the Association.

ARTICLE IV

PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

4.1 On or about October fourth (4th) of the prior year in which this Agreement expires, and subject to compliance with this contract and RSA 273-A, the Association and/or the Board may in writing by certified mail, return receipt requested, notify the other party of its desire to terminate or modify the terms and conditions of this Agreement and shall exchange in writing no later than October fifteenth (15th) its demands on negotiable items. The Board shall submit its written counterproposal by October thirtieth (30th). If proper notice is given, the parties shall, no later than November fifteenth (15th) meet, confer, and negotiate in accordance with the procedure set forth herein in a good faith effort to reach a mutual understanding and agreement. Time periods specified in this procedure may be extended by mutual agreement.

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 herein which requires the expenditure of public funds for its implementation shall not be binding upon the Board, unless and until the voters of the District, having been provided information setting forth the financial terms relating to the entire term of the Agreement as per "Sanborn" guidelines, vote to bind the District. The Board and the Association agree to make a good faith effort to support mutually agreed to settlements before the voters of the district.

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 an impasse, the rules and procedures for "Resolution of Disputes", as outlined under RSA 273-A:12, shall be followed.

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

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

4.7 The Board will, if it is known, make the Association aware of the budget submission date at the first meeting set forth in this Article as established in RSA 273-A.

4.8 If the monies to fund the economic provisions are not appropriated as provided in this Article, or if either party rejects the recommendations set forth in this Article, Section 4.8, then the parties shall do the following:

A. the appropriate party shall notify the other party of its intent to renegotiate;

B. the parties shall, within ten (10) days of such notification, meet and negotiate a modified agreement.

ARTICLE V

ASSOCIATION RIGHTS

5.1 The Association will have the right to use school buildings at reasonable times, without cost, for meetings. Request for the use of buildings will be made to the Principal in advance. Request under the provisions of this Article shall mean permission and shall be made to the Building Principal or his/her designee.

5.2 The Association will, upon request, be given an opportunity at building faculty meetings to present brief reports and announcements.

5.3 Upon request, prior to July fifteenth (15th), the Superintendent of Schools or his/her designee will meet and confer with the Westmoreland Teachers' Association President prior to determining the structure and content of the Orientation Day.

5.4 The Association will have the right to post notices of its activities and matters of teacher concern in teachers' rooms and shall continue to have the use of the teacher mail box system.

5.5 Upon notification by an employee (see Appendix D) the Board will continue its present practice to deduct professional association dues and forward such deductions to the Association treasurer within five (5) working days, barring unusual circumstances. Authorizations for dues deductions shall be submitted to the Central Office no later than October fifteenth (15th) and the first deduction will be made on the first payroll thereafter. The Board shall be held harmless from any and all claims in connection therewith.

5.6 The Association may, with permission from the Building Principal, use school equipment normally used by teachers for Association activities. However, expendable materials will be at the expense of the Association.

5.7 Rights granted to the Association under this Article shall not, in the judgment of the Board, be disruptive or injurious to the Westmoreland education system, its students, the faculty, or administration, nor in violation of any of the provisions of this Agreement. In making judgments under this section, the Board shall not be arbitrary or capricious.

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

5.9 Employees shall suffer no loss of pay in the conduct of negotiations which occur during normal working hours or in the filing or processing of grievances under this Agreement.

5.10 The Board agrees to provide a copy of the Board meeting agendas to the Association's president prior to each meeting and to forward the minutes of each meeting to the Association's president when issued.

5.11 The Board agrees to provide a total of three (3) days off with no loss of pay to officers of the Association to attend official functions such as the state convention, state delegates' assembly, and conferences.

ARTICLE VI

TEACHER EVALUATION

6.1 The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced teachers for the purpose of improving instruction.

6.2 The observation of the work performance of a teacher will be conducted openly and with the teacher's knowledge. This means that at the time of evaluation the teacher knows he/she is being evaluated. Teachers who are non-tenured or on intensive supervision evaluation plans may be observed without advance notice. All other teachers will have their formal observations each year conducted with 24 hours advance notice.

6.3 A teacher shall be given a copy of any formal evaluation report prepared by his/her evaluators before any conference held to discuss it. If the teacher is dissatisfied with this evaluation conference, he/she may request 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.

6.4 The parties recognize and agree that, subject to the provisions of this Article, teacher evaluation is a supervisory function.

6.5 Each new teacher to this Westmoreland school system shall receive a copy of the school district's evaluation plan. The Association shall have the right to contribute input and to meet and confer with respect to any new plan; but in any event, the Board shall make the final determination of any matters under this section. Teachers will be evaluated in accordance with the school district's current evaluation plan.

6.6 Each teacher shall be entitled to access his/her personnel file at any time upon notice to the Superintendent or his/her designee. The teacher may, if he/she wishes, have a representative of the Association accompany him/her during such a review.

6.7 The teacher 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 said teacher's file as long as the original material is left on file. Reproductions of such material may be made by hand or copying machine, if available.

6.8 Teachers will be given a copy of any material which is made a part of the teacher's file. Any material may be removed at any time from a teacher's file by mutual consent of the teacher involved and the appropriate administrator.

6.9 Information in a teacher's personnel file is confidential and shall not be released without the written consent of the teacher except where required by law. The teacher shall be notified in advance of any proposed release of information and shall be provided with copies of any and all documents requiring such release in advance of any proposed release of information.

6.10 Negative material and oral and written reprimands may be removed from the teacher's file upon request of the teacher after five (5) years (or less upon mutual agreement between the teacher and the appropriate administrator) if there have been no subsequent reprimands. Suspensions and evaluations shall not be removed from the teacher's file.

ARTICLE VII

TEACHERS' RIGHTS

7.1 Verbal or written complaints regarding a teacher made to any member of the Administration by any parent, student or other person which may be used to evaluate a teacher shall be promptly investigated. The teacher shall be given prompt notice and a copy of such complaint and shall be given the opportunity to respond and to meet with the person(s) making such a complaint. The teacher will acknowledge that he/she has had the opportunity to review such complaint by affixing his/her signature to a copy to be filed. Such signature is to be witnessed. Such signature will in no way indicate agreement with the contents thereof. In any event, if a teacher refuses to sign any report set forth in this Article, then such report may be placed in that respective teacher's file.

ARTICLE VIII

TEACHER EMPLOYMENT

8.1 The Board agrees to hire 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 appropriate waiver is granted by the State Board of Education (see Appendix A for a sample teacher contract).

8.2 For purposes of this Agreement, the period of service shall not be more than one hundred eighty-nine (189) days, as set forth in an individual contract between the Board and each teacher, to be allocated as follows:

180 teaching days
- 5 in-service days
- 1 individual workshop day
- 2 classroom prep days before the first day of school
- 2 evening programs open to the community

In-service days set forth in Section 8.2 of this Article shall be determined with the cooperation of the Association and the parties shall meet and confer as to content. In any event, the Superintendent shall make the final determination, both as to content and number of days except that the number may not exceed five (5).

Workshop days set forth in Section 8.2 of this Article will be used in no less than half (1/2) day increments. These days shall be scheduled as part of the school calendar for school year purposes and may be before, during, or after the school year on non-instructional days. Proposals for the content of the team workshop day will be submitted by the team no later than at the end of the second quarter and at least thirty (30) days prior to the scheduled day. Proposals for the content of the individual workshop day will be submitted at least sixty (60) days prior to the end of the school year and at least thirty (30) days prior to the scheduled day. Proposals shall include the educational objective, its relationship to school board goals, and/or curriculum development, and/or staff development plans, and required resources. The scheduling and content of the workshop days is subject to the approval of the Principal. If no proposal is received in a timely manner, the days may be scheduled at the sole discretion of the Principal.

The individual workshop day will be used by each teacher individually. The team workshop day will be used by groups of no less than team sized (three (3) persons or more). The school/community workshop day will be used by the faculty as a whole to plan or carry out a community workshop whose academic theme is chosen by the staff in consultation with the School Board and Principal.

Two (2) evening programs open to the community including but not limited to Literacy Celebrations, Science Nights, Art Exhibits, team or grade level programs, etc. Proposals for the content of the evening programs shall be submitted by the Association no later than September thirtieth (30th). The two evening programs will be used to carry out programs whose academic theme is chosen by the Principal after consultation with staff. Each evening program shall represent one-half (1/2) day increment.

Nothing herein shall prohibit the Board from employing teachers on a voluntary basis for additional days beyond one hundred eighty-nine (189), provided teachers shall be paid additional compensation at their per diem rate.

8.3 Teachers shall normally be expected to be available in school seven (7) hours per day as assigned by the administration except as otherwise provided in this Agreement. The Association and its members must recognize that each teacher has a professional responsibility to provide the best possible opportunity to each and every student and that this responsibility carries beyond the normal school day, as provided in this Agreement. The length of the instructional day for students shall not be increased by more than a total of three minutes per day during the life of this Agreement.

8.4 Teachers are expected to carry out their professional duties which shall include, but not be limited to, faculty meetings, conferences with parents or students, extra help to students, open house, or conferences with administration as required. Such meetings shall be of reasonable frequency and duration. Two (2) weeks notice shall be given for faculty meetings, except this provision shall not apply in the instance when, in the opinion of the Principal, an emergency exists or when required by the welfare of the students.

8.5 Except in unusual circumstances, teachers will be notified of their teaching assignment on or before May fifteenth (15th) of the academic school year for the ensuing year.

8.6 The Association agrees to submit to the Board, for its consideration, suggestions for the school calendar on or before November fifteenth (15th) of the preceding year. The Association will also be given an opportunity to provide input, and meet and confer, in instances where the school calendar may require or undergo modification during the school year. The Board shall have the right to establish the school calendar and to make appropriate changes at any time, and such action by the Board shall not be subject to the grievance procedures of this Agreement.

8.7 The Board agrees that teachers will be provided with a duty free lunch period of not less than twenty-five (25) minutes.

8.8 The Board also agrees that reasonable effort will be made to obtain substitutes for classroom teachers and specialists (except guidance personnel) who are absent from work.

8.9 The Board will permit preparation time for teachers when a certified teacher is working with the respective teacher's students in music, art, physical education, foreign language and library, and guidance period. The parties agree that preparation time for teachers is designed to permit teachers to adequately prepare curriculum presentation in their area of expertise so as to enhance its presentation and value to students.

8.10 Teachers anticipating a potential track change for the next school year shall notify the Human Resources office in writing prior to December first (1st) in the current school year to be eligible for the increased compensation.

REDUCTION IN FORCE

8.11 When the School Board finds it necessary to reduce staff positions for full or part-time certified staff for reasons of decreases in student enrollment, changes in curriculum, severe financial conditions, or other circumstances determined by the Board, the following Reduction In Force procedures shall be implemented.

8.12 By October fifteenth (15th) of each school year following the ratification of this contract, the Human Resources Office will provide a seniority list of all employees covered under this contract. Seniority is defined as the length of continuous service from the date of hire at this position level with the Westmoreland School District.

8.13 When Reduction in Force is deemed necessary by the Board, the Board will first consider performance. Employees with recent performance issues shall be considered first when implementing a reduction in force.

Recent Performance Issues include:

a) Employees on a written performance improvement plan within the previous 24 months.
b) Employees whose employment record within the last 24 months preceding a reduction in force reflects a pattern of marginal or unsatisfactory performace, as evidence by disciplinary action.

If recent performance issues are not applicable or the board chooses not to consider, than teachers having more seniority and/or multiple HQT status will take precedence over teachers with lesser seniority and/or single HQT status. Teachers who have more seniority will be eligible to assume positions at other levels providing they hold appropriate certification at that level. A list will be developed by the criteria listed in paragraph 8.12. In the event that two (2) teachers with the same hiring date and certification are being considered for reduction, the Board will apply the following criteria to determine which staff to layoff:

a. academic degree;
b. subject matter specialty;
c. additional course credits;
d. administrative recommendation;
e. total experience in present position.

RECALL PROCEDURE

8.14 If a teacher's contract is terminated because of reduction in force, that teacher's name will be placed on a recall list for a period of three (3) years. If a position becomes available during that period, and the teacher is qualified to hold that position, the teacher will be notified in writing by registered mail, sent to his/her last known address, at least thirty (30) days prior to the anticipated date of reemployment.

In order to be maintained on the list, the teacher must notify the Human Resources Office annually if he/she desires to be retained on the recall list. This notice should be sent to the Human Resources Office no later than March thirty-first (31st). In determining whether a teacher is qualified for reappointment, the Board will employ in reverse order the same criteria it established to determine layoff order. The teacher will accept or reject the appointment in writing seven (7) days after receipt of notification. If the appointment is accepted, the teacher will receive a written contract within twenty (20) days of receipt of the teacher's reply by the Board. If the teacher does not respond according to procedure within seven (7) days after receipt of such notification, the name of the teacher will be removed from the recall list.

ARTICLE IX

SALARY

9.1 Teachers will be placed on the appropriate level of the compensation plan based on years of experience and degree. (See Appendices B-1, B-2, and B-3).

9.2 The salary of employees covered by this Agreement shall be prorated based on the number of work days in the work year of his/her appropriate salary step for the number of designated days of employment between the first day of school for teachers in any year and June thirtieth (30th) of any such year.

9.3 Newly hired employees without experience, hired during the term of this agreement, will be placed by the Superintendent at their appropriate compensation level set forth herein.

9.4 Newly hired employees with experience, hired during the term of this agreement, will be placed by the Superintendent at the same salary as all other employees then currently employed who have the same experience and academic attainment. Experience credit will be given in accordance with the Board Policy effective July 1, 2002.

9.5 The Board agrees to budget a minimum of $8,750 in 2009-2010 and $9,000 in 2010-2012 for compensation for extracurricular (both athletic and non-athletic) programs. A committee consisting of the Principal, a Teacher, and a Board Member shall be formed to make recommendations to the Westmoreland Board relative to a schedule of payment for extracurricular duties. The determination by the Board shall be final and not subject to the grievance procedure of this Agreement.

9.6 The Board will provide up to $1,000 per year for the purpose of student loan repayment for teachers with three (3) or less years of teaching experience. All applications for student loan repayment must be filed with the Personnel Office no later than November first (1st).

The total fund will be divided on a prorated basis among all eligible applicants. However, individual teachers shall be eligible to receive no more than $1,000 a year or the balance of their loan, whichever is less.

The repayment contribution shall be made directly to the educational and/or financial institution(s) designated by the employee. In order to receive this contribution, the employee shall provide proof of the loan(s), including verification of monthly payment amount(s) and a year-end summary of the repayment activity from the institution(s).

Any employee receiving an education loan repayment contribution is expected to return to the Westmoreland school system for the school year following the year in which the contribution is made.

If the employee voluntarily terminates employment before the end of the following year and the amount contributed is greater than the final paycheck of the employee, the amount of the contribution must be repaid on a prorated basis within a three (3) year period, through signing a promissory note indicating the amounts, method, and schedule of payment. In the event that the amount contributed is less than or equal to the employee's final paycheck, the District is specifically authorized to deduct any balance due from the paycheck.

9.7 Employees' paychecks shall be deposited in the financial institution of the employees choice via direct deposit. The employer may choose not to provide paper pay stubs and in lieu may choose to make the information available to employees electronically.

ARTICLE X

DISCIPLINE

10.1 Whenever an employee violates any of the Board's regulations, he/she may be subject to official disciplinary action up to and including discharge. An employee shall not be disciplined except for just cause. Just cause shall mean that the evidence supports the disciplinary action.

10.2 Disciplinary action will be taken in private by the immediate supervisor and will normally be progressive with the seriousness of the infraction. The normal course will be:

a. oral reprimand;
b. written reprimand;
c. suspension without pay;
d. discharge.

10.3 Any intentional violation of regulations that may endanger the safety of any individual will be cause for immediate discharge.

10.4 All official disciplinary action, either oral or written, must be recorded. Oral reprimands will be maintained separately from employee's personnel file.

10.5 A supervisor has the right to utilize any or all of the preceding steps in the disciplinary process. Suspension and discharge will be subject to approval by the Superintendent or his/her designee. All disciplinary complaints are subject to the grievance procedure outlined herein.

ARTICLE XI

GRIEVANCE PROCEDURE

11.1 Definition: A "grievance" is a claim based upon an alleged violation of or variation of the provisions of this contract or the interpretation or application thereof. A "grievant" is the person or persons making the claim. All time limits specified in this article shall mean calendar days.

11.2 Purpose: The parties acknowledge that it is more desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (see Appendix C) and referred to the following formal grievance procedure.

11.3 Right of Representation: A teacher covered by this Agreement shall, under this Article, have the right to have an Association representative present at any time subject to a teacher's request for representation.

11.4 Formal Procedure: Within forty-five (45) calendar days of an alleged violation of this agreement occurring, the teacher shall file a grievance stating the specified alleged violation or condition with proper reference to the contract Agreement. It shall also set forth names, dates, and any other related facts which will provide a sound basis for a complete understanding of any such grievance. If the grievance is not filed within the specified time limits, it shall be considered null and void.

11.5 Level A: Within fifteen (15) calendar days of receipt of a formal grievance, the Building Principal shall meet with the aggrieved teacher. Within fifteen (15) calendar days following any such meeting, the Principal shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred to Level B within fifteen (15) calendar days of the receipt of an answer given at this level.

11.6 Level B: Within fifteen (15) calendar days of a grievance being referred to this level, the Superintendent or his/her designee will meet with the participants of Level A and examine the facts of the grievance. The Superintendent or his/her designee shall give his/her answer within fifteen (15) calendar days of any such meeting. If the grievance is not settled at this level, then within fifteen (15) calendar days from receipt of the answer rendered at this level the grievance may be referred to Level C as set forth herein.

11.7 Level C: If the grievance remains unsettled, the Association may request that the matter be reviewed by the Westmoreland School Board. The Chairman of the Board will arrange a meeting of the Board within fifteen (15) calendar days of the matter being referred to the Board. Both the Association and Administration will provide the Board with all material relevant to the grievance. The Board will meet with both parties to the dispute and will render a decision within fifteen (15) calendar days of the meeting with the parties. If the grievance is not settled at this level, then within sixty (60) calendar days from receipt of the answer rendered at this level the grievance may proceed to Level D as set forth herein.

11.8 Level D: If the grievance remains unsettled the parties may refer the unsettled grievance to Arbitration. If the matter is referred to Arbitration, then the parties shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures then effective in obtaining such service. The arbitrator shall use his/her best efforts to arbitrate the grievance, but he/she shall have no power or authority to do other than interpret this agreement and he/she shall have no power to add to, subtract from, alter, and/or modify any of the said provisions. The arbitrator shall thereafter submit a decision to both parties. The decision shall be binding on both parties. The parties shall share equally in the compensation and expenses of the arbitrator. Both parties shall retain common law rights to pursue an appeal of an arbitrator's decision to the court.

11.9 Time periods specified in this procedure may be extended by mutual agreement.

11.10 Except as provided in section 11.7, a grievance, in order to be considered further, must be forwarded to the next appropriate level within fifteen (15) days from receipt of the answer given at the preceding level.

11.11 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 aggrieved person to proceed to the next level.

11.12 The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any personal grievance(s).

ARTICLE XII

LEAVES OF ABSENCE

12.1 It is agreed that the use of leave days will be confined to legitimate purposes provided in this Article.

SICK LEAVE

12.2 Sick leave shall be confined to the personal illness of a teacher or a teacher's parent, spouse, child, or resident of the teacher's household, excluding work connected disability covered by New Hampshire Workers' Compensation Laws. Disability due to pregnancy shall be treated as any other disability.

12.3

A. Teachers shall accrue one (1) sick leave day per month, up to a maximum accumulation of one hundred and ten (110) days.

B. Teachers who are employed 50% or more and who work five (5) days per week shall accrue sick leave on a prorated basis.

C. For each year of employment teachers will be given credit for ten (10) days of sick leave at the beginning of the year. Should the employee leave the employ of the District prior to earning sick leave days paid for, the employee shall reimburse the District the difference between earned sick leave and paid sick leave.

D. A Teacher shall be able to use his/her own sick leave for illness of a person residing in the teacher's household or the illness of a spouse, child, or parent.

PERSONAL DAYS

12.4 Teachers shall be entitled to a maximum of three (3) paid personal leave days, noncumulative per year. To be eligible for personal leave under this section, written request shall (except in an emergency) be presented to the Principal at least twenty-four (24) hours prior to any such personal leave.

WORKERS' COMPENSATION

12.5 An employee who is absent due to a work connected illness or accident (Workers' Compensation) shall receive his/her net difference between Workers' Compensation payments and his/her full pay at his/her applicable salary rate and such payment by the Board shall continue until such employee has used all of his/her accumulated sick leave. Thereafter, he/she shall continue to receive only those monies paid to him/her under the provisions of the Workers' Compensation Law of the State of New Hampshire. Amounts paid by the Board under the provision of this Section shall be subject to usual and customary payroll deductions (taxes, et cetera). In no event shall any teacher receive monies in excess of the regular net earnings to which he/she was entitled prior to any Workers' Compensation claim.

JURY DUTY

12.6 An employee called as a juror or witness will be paid the difference between the fee he/she receives for such service, and the employee's regular daily rate. Satisfactory evidence (court issued pay stub) must be submitted to the employee's immediate supervisor.

MILITARY LEAVE

12.7 Military leave of absence shall be granted by the Board in accordance with state and federal statutes.

BEREAVEMENT

12.8 Teachers shall be entitled to up to three (3) paid days for bereavement for the loss of a spouse, child, parent, step-parent, grandparent or sibling of the teacher, or the parent, step-parent, grandparent or sibling of a spouse, or anyone residing in the teacher's household, and anyone else with the approval of the Principal. In extenuating circumstances the Board may grant additional leave under this Section as set forth in Section 12.9. Applications for additional leave should be made through the office of the Assistant Superintendent for Towns.

OTHER

12.9 Leaves for other reason(s), paid or not paid, shall be granted at the discretion of the Board.

PROFESSIONAL DAYS

12.10 Use of professional days as part of each individual teacher's professional growth plan is encouraged. Activity approval shall be as part of the Staff Development Plan with appropriate approval of the supervisor.

ADDITIONAL LEAVES OF ABSENCE

12.11 A leave of absence may be granted by the School Board to any teacher for the purpose of child care or educational advancement. Said leave shall commence upon the date approved by the Board. It is further provided that:

1. For child care, the initial leave period may be for the duration of the semester when leave was granted and two (2) additional semesters excluding summer.

2. For educational leave, one (1) academic year may be granted.

12.12 When an employee on leave under this Article becomes available for reemployment, he/she will be given a guarantee for a position for which he/she may be qualified except when subject to procedures in Article 8.11, R.I.F. The Superintendent must be advised of his/her availability the semester before he/she plans to return. Qualification under this section shall mean certified or certifiable by the State Department of Education.

12.13 Teachers who have completed three (3) consecutive years of employment in the District will be returned to the position held prior to the leave of absence, except when subject to procedures in Article 8.11.

ARTICLE XIII

COURSE REIMBURSEMENT

13.1 The Board will provide up to the cost of one four (4) credit course at Keene State College per teacher up to a maximum of $9,000 for course reimbursement, workshops and educational programs previously approved by the Superintendent of Schools or his/her designee. During the term of this agreement, if Keene State College abolishes its voucher system, this fund will be increased by one thousand dollars ($1,000).

13.2 Reimbursement under this Article shall be at the time of registration. In the event that an employee does not complete the course or does not achieve at least a grade of B (or Pass in a Pass/Fail course), he/she shall be required to repay the District through equal payroll deductions or, if leaving District employment, by deduction from the last paycheck(s). Documentation of registration, completion of the course, and grade shall be required. The Board will make every reasonable effort to process payment in a timely manner once the appropriate receipts and reimbursement forms have been submitted.

13.3 Funds are available on a first come, first serve basis. Any funds not used by May first (1st) will become available for additional reimbursement to any teacher subject to the requirements in Sections 13.1 and 13.2. Final transcripts must be received by June twenty-eighth (28th).

ARTICLE XIV

RETIREMENT

14.1 An employee who has worked in the Westmoreland School District for twenty (20) or more years and will be fifty-five (55) or older on June thirtieth (30th) of the final year of employment shall be paid a retirement incentive in an amount equal to:

.0075 x years of service to the district x last year's annual salary.

To be eligible for this retirement incentive the employee must give notice to the Westmoreland School District of his/her intent to retire not later than December first (1st) of the school year prior to the year which will be the final year of employment (eighteen (18) months in advance). The retirement incentive will be paid as a lump sum payment prior to June thirtieth (30th) of the final year of employment.

The limit on the number eligible for a retirement incentive in any single year will be two (2). In the event that more than two (2) apply, the plan shall be limited to the two with the most seniority in the Westmoreland School District. The Board may, at its sole discretion, approve additional applications for the plan.

Teachers who have received a retirement incentive may be rehired as substitutes at Westmoreland School, but may not reenter the salary schedule.

14.2 An employee who retires from employment, is eligible to collect a pension under the New Hampshire Retirement System, and does not elect the retirement incentive provided under Section 14.1 above, shall receive a severance payment of $150 for every year of service above and beyond fifteen (15) years as a teacher at the Westmoreland School.

ARTICLE XV

INSURANCE

HEALTH

15.1 Persons working eighty percent (80%) or more of the contract year will be considered full-time and eligible for one hundred percent (100%) of the benefits specified herein, Persons working sixty percent (60%) or more but less than eighty percent (80%) of the contract year will be considered part-time and eligible for pro-rata benefits excluding NH Retirement. Persons working less than sixty percent (60%) of the contract year will be considered part-time and will be ineligible for any benefits. Persons who work full time as employees of the District, regardless of assignment, shall receive insurance benefits as provided herein, except where otherwise specified herein.

15.2 The Board agrees to offer at least three plan options including the HMO 1(or its equivalent) and at least two additional options. The board may offer more than 3 plan choices. The contribution rates listed below shall be applied to the plan chosen. If the plan chosen is more costly than the HMO 1, contributions will be capped at the HMO 1 contribution costs.

Contribution Rates

2013-14	85%
2014-15	85%
2015-16	85%
2016-17	83%

It is agreed by the parties that the Board shall have the sole discretion over selection of the carrier.

Teachers may select single, two (2) person, or family coverage.

An employee must enroll as a member of one of the selections offered by the District in order to be eligible for benefits or contributions set forth herein. The difference between the Board's maximum contribution and the actual cost to the Board to provide the coverage selected by an employee will be payroll deducted from the appropriate payroll period(s) by the Board.

Employees who provide documentation that they are covered by medical insurance that is not provided by the district and who elect not to receive medical insurance by the District shall receive a payment of twenty-five hundred dollars ($2,500) per year upon the close of the applicable school year. The amount shall not be prorated and no consideration for partial years will be given.

DENTAL

15.3 The Board agrees to provide Delta Dental Plan C ($0 deductible, $1,000 maximum) or Delta Dental Plan 8 during the term of this agreement. The Board agrees to contribute up to the amounts specified below:

Single	100% of Delta Dental Plan B
2 Person	100% of Delta Dental Plan B
Family	75% of Delta Dental Plan B

LIFE INSURANCE

15.4 The Board of Education shall provide, without cost to the employee, group term life insurance in the sum of:

$50,000

DISABILITY

15.5 A. The Board agrees to provide all full-time teachers with STD/LTD coverage according to the policy in effect for certified personnel as of January 1, 1994. (A copy of the current policy shall be attached to this contract for information purposes.) The level of, access to, and eligibility for STD/LTD benefits shall not be reduced without the prior consent of the Association.

B. The Board recognizes that it has no legal obligations under the Family Medical and Leave Act but agrees to voluntarily comply with the provisions and regulations of the Act.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

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

16.2 A copy of this Agreement for each teacher shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to each teacher now employed, hereafter employed, or considered for employment by the Board.

16.3 Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, it shall be considered invalid and this Agreement, during its duration, shall be controlling.

ARTICLE XVII

NOTICE UNDER AGREEMENT

17.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Westmoreland School Board Chairman, 34 West Street, Keene, New Hampshire 03431.

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

17.3 Either party, by written notice, may change the address at which future written notices to it shall be given.

ARTICLE XVIII

STRIKES AND SANCTIONS

18.1 The Association and the Board subscribe to the principle that differences shall be resolved without interruption of the school program. The Association, therefore, agrees that it will not sponsor or support any strike, sanction, or work stoppage, nor will the Association sponsor or support any other concerted refusal to perform work by the employees covered by this Agreement, nor will the Association sponsor or support any instigation thereof during the life of this Agreement, nor shall the Board engage in any form of lockout against teachers.

ARTICLE XIX

FINAL RESOLUTION

19.1 This agreement represents the final resolution of all matters in dispute between the parties, and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

ARTICLE XX

DURATION OF AGREEMENT

20.1 This agreement shall continue in full force and effect until twelve o'clock midnight June 30, 2017 and from year to year thereafter, unless written notice of desire to terminate or modify this Agreement is given by either party to the other by registered or certified mail on or before October fourth (4th) of any year.

APPENDIX A

WESTMORELAND SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT

Emp #
Degree
Years experience

This agreement made this ____ day of _____, 20___ by and between the Westmoreland School District hereinafter called District, and (**Name**).

WITNESS

1. District will employ (Name) as a Teacher from July 1, 20XX to June 30, 20XX consistent, however, with paragraph 3 below and the collective bargaining agreement at a salary of $_____ to be paid in such installments as the district may determine in its rules and regulations or as may be provided in an agreement between the District and the Westmoreland Teacher's Association.

2. (Name) agrees to work for District for said period and agrees to conform to and carry out all of the laws, rules, and regulations pertaining to the conduct of the schools and the Teachers, and such other laws, rules and regulations as may be enacted during the term of this contract.

3. This contract is intended to cover 180 school days and 9 other days devoted to school and educational work as scheduled by the district consistent with the collective bargaining agreement.

4. (Name) may be assigned only to such position as (Name) is qualified and certified by the State Board of Education to occupy. This contract is void unless (Name) holds a valid credential to teach in the position for which he/she has been employed and in which he/she is teaching.

5. District may, without liability, terminate this contract in accordance with the New Hampshire RSA, Chapter 189:13, 31, 32, with any amendments thereto, and all other statutory provisions pertaining to the relations between District and (Name), and this contract shall become void, subject to appeal, if (Name) is removed by Superintendent or if (Name)'s certificate, license or permit is revoked by the Commissioner of Education.

6. This contract must be signed by (Name) and be returned to the Human Resources office not later than _____ __, 20__ otherwise the contract will be deemed to be null and void.

7. All rules, regulations, and agreements between District and Westmoreland Teacher's Association, as adopted or as may be adopted by the School Board pertaining to Teachers, are hereby incorporated by reference and made a part hereof, and (Name) accepts the responsibility of being conversant with said rules, regulations and agreements.

8. (Name) represents all statements made in his/her application for employment are complete, true and accurate to the best of his/her knowledge and belief.

9. (Name) will comply with School Board policy relating to physical examinations and will submit the necessary evidence as required.

10. This agreement, except as herein provided, shall not be terminated by either party without the written consent of the other party.

11. This contract is conditioned upon the employee's compliance with the requirements of RSA 189:13-a and a response to the criminal records inquiry set forth in this law which is not different than the answers made by the employee on the SAU 29 application for employment.

By_____ By _____
CHAIRMAN, BOARD OF EDUCATION (Name)

APPENDIX B-1

WESTMORELAND TEACHERS' ASSOCIATION

SALARY SCHEDULE 2013-14

Step	Bachelor	Bachelor + 20	Master	Master +15	Master +30
0	$35,000	$35,500	$36,500	$37,000	$37,500
1	$35,250	$36,121	$37,139	$37,740	$38,250
2	$35,500	$36,753	$37,789	$38,495	$39,015
3	$35,750	$37,397	$38,450	$39,265	$39,795
4	$36,376	$38,051	$39,219	$40,050	$40,591
5	$37,103	$38,812	$40,003	$40,851	$41,403
6	$37,600	$39,588	$40,803	$41,668	$42,231
7	$38,000	$40,380	$41,619	$42,501	$43,076
8	$38,760	$41,188	$42,452	$43,351	$43,937
9	$39,923	$42,423	$43,725	$44,218	$44,816
10	$41,320	$43,300	$43,850	$45,545	$46,160
11	$42,650	$44,100	$44,550	$48,250	$49,250
13	$45,500	$48,500	$54,130	$54,130	$55,100
16	$52,500	$55,500	$56,500	$57,100	$57,500
21	$56,750	$57,950	$59,315	$59,350	$59,750

Teachers completing their eleventh (11th) year of service to the District shall receive a longevity stipend of $500. Once teachers have completed their fifteenth (15th) year in the district this stipend is no longer applicable.

During the 2013-14 school year Teachers shall be placed using a blended step equal to actual step less 1 for half of the year and then the actual step for the remainder of the year. The blended rate amounts are detailed below for clarity.

BLENDED STEPS SALARY SCHEDULE 2013-2014

Step	Bachelor	B+20	Master	Master +15	Master +30
0.5	$35,125	$35,811	$36,820	$37,370	$37,875
1.5	$35,375	$36,437	$37,464	$38,118	$38,633
2.5	$35,625	$37,075	$38,120	$38,880	$39,405
3.5	$36,063	$37,724	$38,835	$39,658	$40,193
4.5	$36,740	$38,432	$39,611	$40,451	$40,997
5.5	$37,352	$39,200	$40,403	$41,260	$41,817
6.5	$37,800	$39,984	$41,211	$42,085	$42,654
7.5	$38,380	$40,784	$42,036	$42,926	$43,507
8.5	$39,342	$41,806	$43,089	$43,785	$44,377
9.5	$40,622	$42,862	$43,788	$44,882	$45,488
10.5	$41,985	$43,700	$44,200	$46,898	$47,705
11.5	$42,650	$44,100	$44,550	$48,250	$49,250
12.5	$44,075	$46,300	$49,340	$51,125	$52,175
13.5	$45,500	$48,500	$54,130	$54,130	$55,100
14.5	$45,500	$48,500	$54,130	$54,130	$55,100
15.5	$49,000	$52,000	$55,315	$55,615	$56,300
16.5	$52,500	$55,500	$56,500	$57,100	$57,500
17.5	$52,500	$55,500	$56,500	$57,100	$57,500
18.5	$52,500	$55,500	$56,500	$57,100	$57,500
19.5	$52,500	$55,500	$56,500	$57,100	$57,500
20.5	$54,625	$56,725	$57,908	$58,225	$58,625

APPENDIX B-2

SALARY SCHEDULE 2014-2015

Step	Bachelor	Bachelor + 20	Master	Master +15	Master +30
0	$35,250	$35,750	$36,750	$37,250	$37,750
1	$35,500	$36,371	$37,389	$37,990	$38,500
2	$35,750	$37,003	$38,039	$38,745	$39,265
3	$36,000	$37,647	$38,700	$39,515	$40,045
4	$36,626	$38,301	$39,469	$40,300	$40,841
5	$37,353	$39,062	$40,253	$41,101	$41,653
6	$37,850	$39,838	$41,053	$41,918	$42,481
7	$38,250	$40,630	$41,869	$42,751	$43,326
8	$39,010	$41,438	$42,702	$43,601	$44,187
9	$40,173	$42,673	$43,975	$44,468	$45,066
10	$41,570	$43,550	$44,100	$45,795	$46,410
11	$42,900	$44,350	$44,900	$48,500	$49,500
13	$45,700	$48,700	$54,300	$54,300	$55,300
16	$52,700	$55,700	$56,700	$57,300	$57,700
21	$56,950	$58,150	$59,515	$59,550	$59,950

Teachers completing their eleventh (11th) year of service to the District shall receive a longevity stipend of $500. Once teachers have completed their fifteenth (15th) year in the district this stipend is no longer applicable.

APPENDIX B-3

SALARY SCHEDULE 2015-2016

Step	Bachelor	Bachelor + 20	Master	Master +15	Master +30
0	$35,900	$36,400	$37,400	$37,900	$38,400
1	$36,150	$37,021	$38,039	$38,640	$39,150
2	$36,400	$37,653	$38,689	$39,395	$39,915
3	$36,650	$38,297	$39,350	$40,165	$40,695
4	$37,276	$38,951	$40,119	$40,950	$41,491
5	$38,003	$39,712	$40,903	$41,751	$42,303
6	$38,500	$40,488	$41,703	$42,568	$43,131
7	$38,900	$41,280	$42,519	$43,401	$43,976
8	$39,660	$42,088	$43,352	$44,251	$44,837
9	$40,823	$43,323	$44,625	$45,118	$45,716
10	$42,220	$44,200	$44,750	$46,445	$47,060
11	$43,500	$44,950	$45,500	$49,100	$50,100
13	$46,300	$49,300	$54,900	$54,900	$55,900
16	$53,300	$56,300	$57,300	$57,900	$58,300
21	$57,550	$58,750	$60,115	$60,150	$60,550

Teachers completing their eleventh (11th) year of service to the District shall receive a longevity stipend of $500. Once teachers have completed their fifteenth (15th) year in the district this stipend is no longer applicable.

APPENDIX B-4

SALARY SCHEDULE 2016-2017

Step	Bachelor	Bachelor + 20	Master	Master +15	Master +30
0	$36,700	$37,200	$38,200	$38,700	$39,200
1	$36,950	$37,821	$38,839	$39,440	$39,950
2	$37,200	$38,453	$39,489	$40,195	$40,715
3	$37,450	$39,097	$40,150	$40,965	$41,495
4	$38,076	$39,751	$40,919	$41,750	$42,291
5	$38,803	$40,512	$41,703	$42,551	$43,103
6	$39,300	$41,288	$42,503	$43,368	$43,931
7	$39,700	$42,080	$43,319	$44,201	$44,776
8	$40,460	$42,888	$44,152	$45,051	$45,637
9	$41,623	$44,123	$45,425	$45,918	$46,516
10	$43,020	$45,000	$45,550	$47,245	$47,860
11	$44,200	$45,650	$46,200	$49,800	$50,800
13	$47,000	$50,000	$55,600	$55,600	$56,600
16	$54,000	$57,000	$58,000	$58,600	$59,000
21	$58,250	$59,450	$60,815	$60,850	$61,250

APPENDIX C

GRIEVANCE REPORT FORM

Grievance No._____
School District_____

To:_____
(Name of Principal)

Complete in triplicate with copies to:
1. Principal
2. Superintendent
3. Association

School: Name of Grievant: Date Filed:

Date of Grievance:_____

1. Statement of Grievance (be sure to include the specific violation or condition with proper references to the contract agreement):

2. Relief sought:

Signature Date

Answer given by Principal:

Signature Date

Position of Grievant:

Signature Date

APPENDIX C

LEVEL B

Date received by Superintendent or Designee: _____

Answer given by Superintendent/Designee: _____

_____

_____

_____ _____

Signature Date

Position of Grievant:

_____

_____

_____

_____

Signature Date

_____

LEVEL C

Date received by Board/Binding Arbitration: _____

Answer given by Board/Arbitrator: _____

_____

_____

_____

_____

_____ _____

Signature Date

APPENDIX D

DUES DEDUCTION FORM

Forms available from the Union president to submit to payroll.

IN WITNESS WHEREOF, the parties executed this Agreement on the 30th day of May, 2013 as of the date and year first written above.

WESTMORELAND SCHOOL BOARD

Debra Hynull

Westmoreland School Board

WESTMORELAND TEACHERS' ASSOCIATION

Stacy Riendeau

Westmoreland Teachers' Association