

AGREEMENT

between the

WILTON SCHOOL BOARD

and the

**WILTON EDUCATION ASSOCIATION
NEA/NH**

July 1, 2007 - June 30, 2010

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AGREEMENT

This AGREEMENT made and entered on this 29th Day of August, 2007, by and between the Wilton School Board, hereinafter referred to as the "Board" "Employer" or "District" and the Wilton Teachers' Association, NEA-New Hampshire, hereinafter referred to as the "Association." Termination of this Agreement shall not be construed as limiting or modifying rights or benefits granted to the Association or any employee by RSA 273-A, or other statutory law.

ARTICLE I

RECOGNITION

- A. The Board recognizes the Wilton Education Association, NEA/N.H. as having been certified by the New Hampshire Public Employees Labor Relations Board, pursuant to RSA 273-A, as the exclusive representative of the bargaining unit consisting of all teachers, including art, music, physical education, guidance counselor, nurse and other specialists. Excluded: Principal.
- B. The above section shall not prejudice either party's position in petitioning for modification of the bargaining unit before the New Hampshire Public Employee Labor Relations Board.
- C. Economic benefits for part time staff shall be calculated on a pro-rata basis, excluding Professional Development.

ARTICLE II

NEGOTIATIONS PROCEDURE

- A. On or before October 1 of any year preceding the expiration date of this Agreement, either party may notify the other party in writing of its intent to negotiate terms of a successor agreement. Within fourteen (14) calendar days of the receipt of the notice the parties shall meet to exchange proposals.
- B. The parties agree to negotiate according to the procedures set forth in RSA 273-A, and that such negotiations will be in good faith. Each party shall make proposals, counter proposals and exchange data in an effort to reach an accord on all issues raised with respect to terms and conditions of employment.
- C. Any agreement reached upon ratification shall be reduced to writing and signed by the Board and the Association.
- D. If any agreement is not reached by December 1 preceding the termination date of any year, either party may declare an impasse pursuant to RSA 273-A:12.
- E. Either party may, if it desires, utilize the services of outside consultants.

ARTICLE III
ASSOCIATION RIGHTS

The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

- A. Special conferences for important matters will be arranged between the Association and the designated representative of the Board upon request of either party. Such meetings shall be between at least two representatives of the Association and one representative of the Board.
- B. The Association shall be provided with bulletin boards or sections thereof, for the purpose of posting Association materials. The Association shall also have the right to use the school mails to distribute Association materials.
- C. The Association shall have the right to use school facilities for meetings and school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for the proper operation of all such equipment
- D. Duly authorized representatives of the State and National levels of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operations.
- E. Association officers or their designees, if reasonably required, may represent employees and investigate and present grievances to the employer during working hours without loss of time or pay.
- F. The Association shall be given an opportunity at faculty meetings to make announcements.
- G. The Association shall be given sufficient time on the agenda of the orientation/opening day of school/welcoming ceremony to make a brief presentation.
- H. At the request of the Association and with at least forty-eight (48) hours prior notice, the Board shall place the Association on its agenda for regular School Board meetings.

ARTICLE IV
MANAGEMENT RIGHTS

Except as otherwise provided in this contract and subject to applicable laws, the School Board reserves to itself sole and exclusive jurisdiction and authority over matters of policy and retains the unrestricted right to direct and manage the School District as per RSA 273-A.

ARTICLE V
EMPLOYEE RIGHTS

- A. Pursuant to RSA 273-A, the Board hereby agrees that every employee shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. The Board agrees that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the Employer, his/her institution of any grievance, complaint, or proceeding under this Agreement.
- B. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under any applicable law or regulation. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Employer agrees that it will in no way discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, disability, or place of residence.
- D. Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee.

ARTICLE VI
PAYROLL DEDUCTIONS

- A. The Board agrees that upon receipt of written authorization thereof, signed by a staff member covered by this Agreement, the Board will deduct from the regular salary check of such staff member an amount specified by the Association to provide payment of dues for membership in the Wilton Education Association, NEA-New Hampshire. Such deductions shall begin during the second pay period in October and conclude with the last pay period in May. An employee may, at his/her discretion and in writing, withdraw his/her membership from the Association only within fifteen calendar days of each yearly anniversary date of the contract. The Association shall be promptly notified of any such withdrawals.
- B. The Board agrees to deduct from employees authorized moneys to be timely transmitted to a reasonable number of annuity companies, credit unions, banks and charitable organizations.

ARTICLE VII

GRIEVANCE PROCEDURE

A. DEFINITION

A "grievance" is a complaint by a staff member or members, or the Association that there has been a violation, misapplication or misinterpretation of any provision of this Agreement. All time limits in this Article shall mean calendar days.

B. PURPOSE

The parties acknowledge that it is more desirable for a staff member 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 B attached hereto) and referred to the following formal grievance procedure.

C. RIGHTS OF REPRESENTATION

A staff member covered by this Agreement shall have the right to have an Association representative present at any time, subject to his/her requesting such representation.

D. TIME LIMIT

A grievance to be considered under this procedure must be initiated in writing within twenty-one (21) days of when the grievant became aware of the incident giving rise to the grievance.

E. FORMAL PROCEDURE

Level 1. Within seven (7) days of receipt of a formal grievance, the building principal shall meet with the aggrieved staff member. Within five (5) 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 2 within seven (7) days of the receipt of any answer given at this level.

Level 2. Within seven (7) days of grievance being referred to this level, the Superintendent will meet with the participants of Level 1 and examine the facts of the grievance. The Superintendent shall give his/her answer within seven (7) days of any such meeting. If the grievance is not settled at this level, then within seven (7) days from receipt of the answer rendered at this level the grievance may be referred to Level 3, the School Board.

Level 3. Within fourteen (14) days of a grievance being referred to this level, the Board will hold a hearing with the participants and examine the facts of the grievance. The hearing shall be in non-public session at the request of the grievant. The Board will thereafter, within fourteen (14) days of such hearing, give its answer, in writing. If the grievance is still not settled, the matter may be referred to arbitration by the Association as set forth in Level 4 of this procedure.

Level 4. If the matter is referred to arbitration, then the parties shall first attempt to agree on a mutually acceptable arbitrator. If they are unable to do so within ten (10) days of the Association's request for arbitration, then either party shall apply to the American Arbitration Association to name an arbitrator under the rules and procedure of the Service. The arbitrator shall use his/her best efforts to arbitrate the grievance, including matters of procedural and substantive arbitrability, but he/she shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator shall thereafter submit a written decision to both parties. The arbitrator's decision, which must be in writing and contain the reasons and basis for the decision, shall be

binding on both parties. However, it is understood that either party may elect to exercise their right of review as provided by RSA 542, the terms of which are incorporated herein by reference. The parties agree to share equally in the compensation and expenses of the arbitrator.

- F. Time periods specified in this procedure may be extended by mutual agreement.
- G. Grievance(s) of a general nature, or involving decisions by the Superintendent or School Board may be submitted by the Association to Level 2.
- H. 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.
- I. The parties agree that staff members covered by the Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal for participating in any grievance proceeding.
- J. Grievances shall not be made part of any employee's personnel file or used in making employment references.

ARTICLE VIII

WORKING CONDITIONS

A. SCHOOL YEAR

The School year shall not exceed 185 days. The Board shall solicit input from the Association prior to adoption of the school calendar.

B. SCHOOL DAY

The required on-site school day for teachers shall be limited to 7 hours and 15 minutes, of which not less than 20 minutes will be assigned prior to the beginning of the student day and not less than 20 minutes assigned after the student day, the total time before and after the student day to be not less than 45 minutes.

C. DUTY FREE LUNCH

Each staff member shall have a 20 minute duty free lunch.

D. PLANNING TIME

Each staff member shall have a 45 minute unencumbered planning period when his/her class is supervised by a Specialist. Every effort will be made to obtain a substitute whenever a staff member is absent from school. Should the number of specialist periods be reduced, the Board agrees to negotiate the impact on any reduction in planning time.

E. DUTIES

Duties will be assigned among staff on a fair and equitable basis, except if the parties to this contract agree otherwise. (The parties agree to the current practice.)

F. DISCIPLINE

No teacher shall be disciplined up to and including non-renewal or dismissal, without just cause; provided, however, the non-renewal of a probationary teacher shall not be subject to action under this section. The specific grounds for forming the basis of disciplinary action will be made available to the employee and the Association in writing.

Any staff member shall be entitled to have present a representative of the Association during any Meeting which involves or may involve disciplinary action. When a request for such representation is made, except in an emergency to protect the welfare of the school or its personnel, no action shall be taken with respect to the employee until a representative of the Association is present.

G. PERSONNEL FILES

Teachers shall be allowed to examine the contents of their personnel files at a time that is mutually agreeable to the teacher and the administrator within two (2) working days of the request. No derogatory material shall be placed in the teacher file without his/her advance knowledge and the receipt of a copy. A copy of any material in the file, with the exception of pre-employment materials which are excluded from the purview of this article, shall be provided to the teacher upon request. The teacher may attach a written rebuttal to any material in his/her file. The administration shall acknowledge receipt of any rebuttal material. No anonymous complaints will be placed in the teacher's file.

H. EVALUATION

The parties recognize and acknowledge that evaluation of employees is the responsibility of management. The Board agrees that teachers will be timely informed of any evaluation policy or procedures and forms used by the Wilton School District. A teacher will be given a copy of any evaluation with the right to respond in writing. Any evaluation shall include specifics forming the basis for the conclusion stated and suggestions for improvement. If, in the opinion of the administration, a deficiency in performance exists that could result in termination of employment, the staff member shall be notified in writing by the administration. A teacher is entitled to have a representative present with him/her during any meeting to discuss the evaluation. Only the procedural aspects of this section shall be subject to the grievance procedure.

I. CLASSROOM SUPPLIES

The Board will reimburse teachers up to fifty dollars (\$50) per year for money spent on supplies to be used in the classroom.

J. INDIVIDUAL CONTRACT

Individual contracts will be issued to teachers eligible for renewal on or before April 15th or thirty days following the annual school district meeting, whichever comes later.

K. COMPLAINTS

Parents or other members of the community who have complaints or concerns regarding a teacher shall be encouraged to communicate directly with the teacher. Thereafter, if the complaint or concern is not resolved, the individual may pursue the matter through administrative channels. Under no circumstances shall such complaints or concerns be used to evaluate or discipline a teacher without the teacher being given a timely opportunity to respond to the specifics on any such complaint.

ARTICLE IX

ASSIGNMENTS, TRANSFERS & VACANCIES

- A. The Superintendent of Schools shall make all assignments and transfers within the Wilton School System subject to the provisions of this Article
- B. Said assignments shall be given in writing to all teachers for the forthcoming school year by April 15, or thirty days after the annual school district meeting, whichever comes later, subject to reassignment where necessary in the best interests of the School District and in accordance with this Article.
- C. Prior to involuntary transfer, the Superintendent will first seek volunteers who are certified and qualified to fill said vacancy. Any involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent at which time the teacher shall be notified of the reason for transfer. In the event that a teacher objects to the transfer, he/she must notify the Superintendent within seven (7) calendar days. The Association will be notified and the Superintendent will meet with the Association representative and teacher within seven (7) calendar days to discuss the transfer.
- D. The term "transfer" shall include all changes in subjects to be taught, department or grade level changes and building assignments
- E. The parties agree that involuntary transfers are to be avoided whenever possible, subject to the provisions of this Article. Staff members are not to be transferred for disciplinary reasons. Any staff member involuntarily transferred may resign his/her position with the District, without prejudice.
- F. Notice of any bargaining unit vacancies (including newly created positions) shall be posted on the official bulletin board at school for at least ten (10) calendar days prior to the deadline for application, except in case of emergency. The posting shall state the specific position to be filled, qualifications, starting date, and other relevant terms of employment. Teachers who are interested in being assigned to another position for the next school year may make known their interest by submitting a written statement to the Principal. Said teacher(s) shall be contacted by the administration should a vacancy arise in the area of indicated interest. During the summer recess, notice of vacancies shall be mailed to the Association President.
- G. The parties agree that vacated positions will be posted in accordance with F. above prior to authorizing a voluntary transfer.

ARTICLE X

REDUCTION IN FORCE

- A. If, in the sole discretion of the School Board, it becomes necessary to reduce the number of persons employed by the School Board, the following procedure shall be used.
 - 1. The Superintendent will notify the President of the Association when discussion of a reduction in force is placed on the School Board agenda.

2. If the School Board decides that a reduction in force is required, the Superintendent will determine the personnel to be laid off based on the classifications listed below:

- (a) Grade K - 6
- (b) Specialists (art, music, physical education, nurse)
- (c) Special Education

3. Reduction within the affected classification will first be made in the following manner:

- (a) Retirement
- (b) Resignation
- (c) Non-renewal of contract for probationary teachers

4. If further reductions are necessary, the following criteria shall be used, in no particular order:

- (a) District seniority
- (b) Annual evaluations

Seniority is defined as the length of continuous service within a bargaining unit position in Wilton. Part-time staff shall accrue seniority on a pro-rata basis. Approved unpaid leaves shall not result in loss of previously earned seniority. In the event that evaluations and seniority are substantially equal, then the least senior teacher shall be laid off.

B. Teachers shall be recalled in reverse order of layoff for any open position within the area of their classification.

1. Laid off teachers shall be eligible for recall for two (2) school years after the school year in which the layoff occurs.

2. Teachers shall be responsible for notifying the Superintendent in writing of their current address. Recall notices shall be mailed certified, return receipt requested, at the last known address. The District shall attempt to telephone the teacher, as well.

3. Teachers shall have fourteen (14) days from the date they receive a recall notice to respond to the recall.

4. Any teacher recalled shall retain all previously accrued benefits including, but not limited to, seniority and sick leave.

ARTICLE XI

PROFESSIONAL COMPENSATION

A. The basic salaries of staff members covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. The salary schedule is based on the regular school year as set forth in Article VIII.

B. All staff members shall be given full credit on the salary schedule set forth in Appendix A for full years of outside teaching experience in any accredited school system including state approved private schools.

- C. Placement on the salary schedule shall be in accordance with the total years of experience, highest degree and number of credits earned. No new employee shall be placed on the salary schedule at a higher level than that of a current employee with the same level of academic preparation and teaching experience. Each step on the salary schedule equals another year of experience (or major fraction thereof) until the teacher reaches the top step.
- D. For purposes of placement on a salary track, only credits earned after placement on a track will be counted to allow placement on the next highest track.
- E. Teachers anticipating a track change for the subsequent school year shall give notice to the Superintendent prior to January 1st. If notice is given, track changes will be made at the start of the next school year or the start of the third marking period following certification of compliance with the requirement.
- F. Longevity - Beginning with the 2004-2005 school year, bargaining unit members who have worked in the District for 20 years will receive \$500.00 as a one time payment each year for the duration of the contract. A bargaining unit member who has worked in the district for 30 or more years will receive \$750.00 as a one time payment each year for the duration of the contract.

This one-time longevity payment shall be pro-rated for part time teachers.

These are one-time payments for continuous full years in service. Board approved leaves greater than ninety days will not disrupt continuity, but will not be counted as a year of service.

If a position that is presently outside the bargaining unit becomes a bargaining unit position during an employee's employment, the calculation of the number of years qualifying for the longevity payment shall begin on the date of the inclusion of the position in the bargaining unit. Not included in the calculation for longevity are years of service prior to a position becoming a bargaining unit position.

The payment will be made on or before December 15th of the year following each eligible year.

- G. Employees shall be paid bi-weekly beginning within the first two weeks of the work year but no later than September 14. Each employee shall have the option of salary payments pro-rated on the basis of 21 or 26 pay periods. Employees electing 26 pay periods shall receive the balance of salary in a lump sum on the last payday in June.
- H. Extra-curricular Activities
Participation in such activities shall be voluntary. For Conservation Camp, the Board shall pay to each teacher who participates \$250, not to exceed two (2) teachers.
- I. A teacher who has worked in the District for at least 15 years, who is eligible for New Hampshire Retirement System (age 50) and who gives notice by October 1st of the year of retirement, shall receive a recognition of service award based upon the following schedule:

with 15 years of service in the district	\$4,000
with 16-20 years of service in the district	\$5,500
with 21 or more years of service in the district	\$7,000

ARTICLE XII

PROFESSIONAL DEVELOPMENT

A. REIMBURSEMENT

The Board shall reimburse teachers for approved courses and staff development activities which are reasonably related to the teacher's assignment. To be eligible for course reimbursement, the teacher must earn a minimum of a "B" or better or "pass" in a pass/fail course. The teacher agrees to submit to the District relevant receipts, transcripts and other paperwork for workshops and/or course reimbursement.

- B. The board shall reimburse each teacher, including part time teachers, up to \$400.00 per year. The district liability of \$10,000 shall be divided evenly by the number of staff. Funds remaining and requested as of May 1st shall be divided on a pro-rated basis among those teachers who have exceeded their individual cap. All funds which have not been requested as of June 15, shall be returned to the town.

C. PREPAYMENT

Each September a teacher may elect to participate in the Advance Payment Plan for approved courses and staff development activities reimbursement. The District will prepay for any approved course subject to meeting the requirements in Section A of this Article. Each teacher agrees to submit to the District receipts, grades and other paperwork for any activity that was prepaid.

D. ACCOUNTING

At the request of the teacher, the District shall provide, in writing, the following information:

- (1) Accumulated degree-credit hours to date
- (2) Accumulated staff development hours to date
- (3) Date of recertification for renewal of state certificate

ARTICLE XIII

LEAVE BENEFITS

A. SICK LEAVE/SICK BANK

1. Leave: Each staff member shall be entitled to fifteen (15) days of sick leave per year, granted at the beginning of each school year and cumulative to ninety (90) days for personal illness or medical appointments. The 15 days shall be in addition to the 90 or fewer unused sick days which may be carried over from the previous year. Up to five (5) days per year may be used for illness or disability of a household member. Each September, employees shall be notified in writing of their available sick leave.
2. Sick Bank: That there shall be established, a sick bank to which bargaining unit members may voluntarily contribute one (1) day to fellow bargaining unit members who have exhausted their annual and accumulated sick leave due to extended illness, excluding child rearing leave. Said sick

bank to be cooperatively administered by the WEA and the Superintendent of Schools. In order for a bargaining unit member to draw from this sick bank, he/she must make known his/her intent to contribute to the bank during the first month of the school year.

Purpose

The purpose of the sick bank is to provide additional sick days to teachers who have exhausted earned sick days at a time of serious and prolonged personal illness. Other hardship situations may be brought to the review board for consideration.

Membership

- a. Limited to members of the Wilton Education Bargaining Unit.
- b. Participation is voluntary; however, one must contribute by a specified date at the beginning of each school year in order to be eligible to benefit

Administration

- a. Review Board - The sick bank will be administered by a review board of three (3) teachers appointed by the WEA Executive Board. The WEA President will serve as an alternate in case of conflict of interest. The President may appoint a designee to take his/her place. The Superintendent of Schools will be notified in advance of the time and place of each meeting of the Review Board and may attend meetings or designate an administrator as his/her representative.
- b. Contributions - Each participating teacher will contribute one (1) day of his/her earned sick days. Teachers who have joined the Sick Bank during the previous contractual year shall continue to be members of the Sick Bank and contribute one (1) day to the Sick Bank only on an as needed basis after all teachers who are new to the Sick Bank have given one (1) day.
- c. Maximum Balance - Sick days may accumulate to two times the number of bargaining unit members.
- d. Minimum Balance - In the event that the sick bank is diminished by 50% of the total maximum balance, participating teachers will be required to contribute an additional day. For an individual member who has exhausted his/her earned sick leave, the requirements to contribute additional day(s) may be waived by the review board with the understanding that the delayed contribution would be made from the following year's sick leave. The review board reserves the right to set a limit on the number of days that members would be asked to contribute.

Utilization of Sick Bank Days

- a. Request - A teacher who qualifies under Section B, Purpose, above may apply for a specific withdrawal from the Sick Bank by contacting WEA President.
- b. Evidence of Need - The Review Board will require a doctor's note and may request input from school administration.
- c. Administrative Input - The administration may provide the Review Board with information which it may deem appropriate and helpful to their deliberations.
- d. Review Board Decision - Decisions of the review board will be honored by the administration as well as by teachers who apply for withdrawal of sick days.

B. PERSONAL LEAVE

At the beginning of every school year, each employee shall be credited with three (3) paid days to be used for the employee's personal business. Any employee planning to use a personal business day or days shall notify his/her supervisor at least one day in advance, except in cases of emergency. The employee shall not be required to reveal the purpose of such leave.

C. BEREAVEMENT LEAVE

The employee shall be entitled to four (4) paid leave days for a death in the immediate family.

D. ASSOCIATION LEAVE

Subject to verification by the Association President, the bargaining unit shall be entitled to two (2) days per year of paid leave for Association business.

E. PROFESSIONAL LEAVE

The Superintendent of Schools shall approve professional leave upon the recommendation of the principal.

F. COURT/AGENCY APPEARANCE

Any staff member called to jury duty or otherwise subpoenaed shall be paid the difference between regular per diem and any fees received for days actually served.

G. FAMILY LEAVE

A staff member shall be entitled to a maximum of twelve (12) months of unpaid leave for family care (child, spouse, parent). Written notice shall be given at least sixty (60) days in advance, where possible. The teacher shall be allowed to return from family leave only at the beginning of a marking period. The teacher shall give the Board notice of the intended return date at the time of request for leave. The consideration for the grant of extended leave is agreement by the staff person to give the notices and abide by the return dates set forth in this paragraph. During the time that a staff person is on family leave, the staff person shall be entitled to remain eligible for participation in all District fringe benefit programs, provided they shall be at the sole expense of the staff person. In the event the period of leave shall be less than one (1) semester, the person shall be entitled to credit for one (1) year of experience on the salary schedule. If the period of leave is in excess of one (1) semester, then the staff person shall not receive credit for one (1) year of experience on the salary schedule.

H. OTHER UNPAID LEAVE

Unpaid leave for reasons other than family care may be granted by the School Board at its discretion.

ARTICLE XIV

INSURANCE

A. HEALTH

As of July 1, 2007, the District will offer the SchoolCare Insurance Plan, HMO or Open Access POS (OAPOS). The District will pay 82.5% of the OAPOS plan option for those employees selecting the OAPOS option; or 82.5% of the HMO option, or the part time equivalent thereof.

As of July 1, 2008, the District will pay 80% of the OAPOS plan option for those employees selecting the OAPOS option; or 80% of the HMO option, or the part time equivalent thereof.

The employee's contribution to the premium shall be deducted via payroll contributions before taxes under section 125.

Upon retirement an employee may continue participation in this group plan until eligible for Medicare. The employee shall be responsible for payment of the premium.

The Board further agrees to pay each bargaining unit member who elects not to participate in the health insurance plan \$1,000 or the part time equivalent thereof.

B. DENTAL

The Board shall pay 100% of the single premium of a dental plan with the following coverages:

100% Coverage A

80% Coverage B

50% Coverage C

with an annual maximum benefit of \$1,500 per person

C. LIFE

The Board shall pay the cost of a \$30,000 term life insurance policy for each member of the bargaining unit.

D. LONG TERM DISABILITY

The District shall pay the cost of providing long term disability insurance for all employees covered under this agreement. Insurance shall provide 66 2/3% of average monthly salary to a maximum of \$3500 per month with a 90-day waiting period. Benefits shall be payable until normal Social Security retirement age, according to the SAU #63 policy currently in force.

ARTICLE XV

SEVERABILITY

If any provision of this Agreement is found contrary to law, then such provision will not be deemed valid and subsisting except to the extent permitted by law; provided, however, that all other provisions of this agreement will continue in full force and effect. The parties shall promptly renegotiate the subject matter relating to any provision found contrary to law.

ARTICLE XVI

PEACEFUL RESOLUTION OF DIFFERENCES

During the term of this Agreement, the teachers will not participate in any strikes or other forms of job action prohibited by RSA 273-A:13. Nor shall the School Board invoke a lookout against the teachers prohibited by RSA-A:5,I(f).

ARTICLE XVII

DURATION

The provisions of this Agreement shall be effective as of July 1, 2007 and continue to remain in full force and effect until June 30, 2010. The Appendix , salary schedule shall apply for 2007-2008; and Appendix B, shall apply for 2008-2009; and Appendix C shall apply for 2009-2010.

ARTICLE XVIII

NOTICES

Any notice required to be given to a bargaining unit member, or to either of the parties, will be deemed received as of:

- a) the date of a return receipt for USPS Certified Mail;
- b) the date of a signed record of delivery by Federal Express or some other commercial courier;
- c) the date of any signed receipt from the person to whom the notice is directed;
- d) the date and time shown on a facsimile transmission confirmation slip
- e) the date shown on any affidavit completed by a New Hampshire resident over the age of eighteen that the notice, etc. was delivered in hand to the person to whom the notice is directed, or the person's residence

Notices to bargaining unit members may be made in hand, or by delivery to the residential address on record with the District.

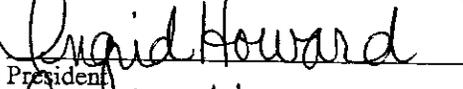
ARTICLE XIX

ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing. The Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining (except as provided for in the grievance procedure) for its term.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 29th of August, 2007.

WILTON EDUCATION ASSOCIATION, NEA/NH

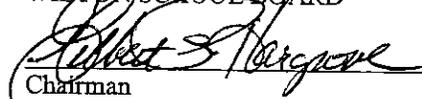


President



Chairman of Negotiation Committee

WILTON SCHOOL BOARD



Chairman



Chairman of Negotiation Committee

APPENDIX A 1

Wilton School District
2007-2008 Salary Schedule

3.50%						
Steps	BA	BA+15	BA+30	MA	MA+15	MA+30
0	32,481	33,299	34,117	34,933	35,753	36,570
1	33,328	34,145	34,960	35,777	36,597	37,412
2	34,192	35,008	35,827	36,645	37,683	38,282
3	35,080	35,900	36,714	37,531	38,352	39,169
4	35,995	36,813	37,631	38,447	39,265	40,081
5	36,934	37,755	38,570	39,386	40,204	41,023
6	37,900	38,718	39,535	40,355	41,169	41,986
7	38,894	39,711	40,525	41,344	42,161	42,978
8	39,912	40,730	41,548	42,365	43,183	43,999
9	40,960	41,776	42,595	43,412	44,229	45,047
10	43,223	44,038	44,857	45,675	46,492	47,310
11	45,484	46,304	47,119	47,939	48,755	49,572
12	47,750	48,567	49,383	50,202	51,018	51,836
13	50,011	50,829	51,647	52,463	53,282	54,099
14	53,118	53,933	54,750	55,566	56,386	57,201

Note:

Article XI, C of the Collective Bargaining Agreement provides in part: "No new employee shall be placed on the salary schedule at a higher level than that of a current employee with the same level of academic preparation and teaching experience." Inclusion of this note on this Appendix is for illustrative purposes only, and it is not intended to create, enlarge, diminish, or otherwise change any rights or obligations provided under the parties' current or subsequent collective bargaining agreement.

Wilton School District
2008-2009 Salary Schedule

3.0%

Steps	BA	BA+15	BA+30	MA	MA+15	MA+30
0	33,455	34,298	35,141	35,981	36,826	37,667
1	34,328	35,169	36,009	36,850	37,695	38,534
2	35,218	36,058	36,902	37,744	38,813	39,430
3	36,132	36,977	37,815	38,657	39,503	40,344
4	37,075	37,917	38,760	39,600	40,443	41,283
5	38,042	38,888	39,727	40,568	41,410	42,254
6	39,037	39,880	40,721	41,566	42,404	43,246
7	40,061	40,902	41,741	42,584	43,426	44,267
8	41,109	41,952	42,794	43,636	44,478	45,319
9	42,189	43,029	43,873	44,714	45,556	46,398
10	44,520	45,359	46,203	47,045	47,887	48,729
11	46,849	47,693	48,533	49,377	50,218	51,059
12	49,183	50,024	50,864	51,708	52,549	53,391
13	51,511	52,354	53,196	54,037	54,880	55,722
14	54,712	55,551	56,393	57,233	58,078	58,917

Note:

Article XI, C of the Collective Bargaining Agreement provides in part: "No new employee shall be placed on the salary schedule at a higher level than that of a current employee with the same level of academic preparation and teaching experience." Inclusion of this note on this Appendix is for illustrative purposes only, and it is not intended to create, enlarge, diminish, or otherwise change arty rights or obligations provided under the parties' current or subsequent collective bargaining agreement.

APPENDIX A 3

Wilton School District
2009-2010 Salary Schedule

3.0%

Steps	BA	BA+15	BA+30	MA	MA+15	MA+30
0	34,459	35,327	36,195	37,060	37,931	38,797
1	35,358	36,224	37,089	37,956	38,826	39,690
2	36,275	37,140	38,009	38,876	39,977	40,613
3	37,216	38,086	38,949	39,817	40,688	41,554
4	38,187	39,055	39,923	40,788	41,656	42,521
5	39,183	40,055	40,919	41,785	42,652	43,522
6	40,208	41,076	41,943	42,813	43,676	44,543
7	41,263	42,129	42,993	43,862	44,729	45,595
8	42,342	43,211	44,078	44,945	45,812	46,679
9	43,455	44,320	45,189	46,055	46,923	47,790
10	45,856	46,720	47,589	48,456	49,324	50,191
11	48,254	49,124	49,989	50,858	51,725	52,591
12	50,658	51,525	52,390	53,259	54,125	54,993
13	53,056	53,925	54,792	55,658	56,526	57,394
14	56,353	57,218	58,085	58,950	59,820	60,685

Note:

Article XI, C of the Collective Bargaining Agreement provides in part: "No new employee shall be placed on the salary schedule at a higher level than that of a current employee with the same level of academic preparation and teaching experience." Inclusion of this note on this Appendix is for illustrative purposes only, and it is not intended to create, enlarge, diminish, or otherwise change any rights or obligations provided under the parties' current or subsequent collective bargaining agreement.