

AGREEMENT

Between the

Wilton-Lyndeborough Cooperative
School Board

and the

Wilton-Lyndeborough Certified
Teachers' Association NEA-NH

July 1, 2020-June 30, 2021

PREAMBLE

To encourage and increase effective and harmonious working relationships between the Wilton-Lyndeborough Cooperative School Board (hereinafter the “Board”) being the Board of Education for the Wilton-Lyndeborough Cooperative School District (hereinafter the “District”) and its Employees represented by the Wilton-Lyndeborough Certified Teachers’ Association (hereinafter the “Association” or “WLCTA”), the Board and the WLCTA join in this Agreement.

THIS AGREEMENT, made and entered into in December of 2016

by and between the Board, acting for the District, and the Association,

WITNESSETH:

THAT the Board and the Association recognize and declare that providing a sound and quality education for the children of Wilton and Lyndeborough is their mutual aim, and that the character of such education depends largely upon excellence of the teaching service, and

THAT, pursuant to RSA 273-A, the Board has the authority to bargain in good faith with the representatives of the Association, and

THAT it is understood that this Agreement shall not preclude the Board or its authorized representatives from informally communicating or consulting with any Teacher and vice-versa,

THEREFORE, The Board and the Association have reached certain understandings which they desire to confirm in this Agreement, as follows:

DEFINITIONS

“School” means any work location required under the terms of this Agreement.

“School Buildings” include WLC (Wilton-Lyndeborough Cooperative Middle/Senior High School), FRES (Florence Rideout Elementary School), and LCS (Lyndeborough Central School).

“LCS Teacher” means a Teacher working in the LCS Building.

“FRES Teacher” means a Teacher working in the FRES Building.

“WLC Teacher” means a Teacher working in the WLC Building.

“Teacher” or “Employee” means a person in the bargaining unit as defined in Article I below.

“Board” means the School Board or any of its agents.

ARTICLE I

RECOGNITION

- A.** The Board recognizes the Wilton-Lyndeborough Certified Teachers' Association, NEA/NH for purposes of collective negotiations pursuant to RSA 273-A as the exclusive representative of all certified teaching Employees, including nurses and guidance personnel, of the Wilton-Lyndeborough Cooperative School District, certified by the New Hampshire Public Employees Labor Relations Board excluding Superintendent, Principal, Assistant Principal, director of guidance, director of technology and teaching aides.

- B.** Unless noted otherwise, wherever the term "Teacher", "staff", or "Employee" is used, it shall refer to all members of the bargaining unit.

- C.** Except as otherwise noted, economic benefits for part-time Employees shall be prorated based on percentage of time worked; i.e. 20 percent Teacher receives 20 percent benefit.

- D.** Pro-ration of benefits shall be based on the seven (7) hour day, when the school year is calculated in days.

Pro-ration of benefits shall be based on the seven (7) hour and twenty (20) minute day, when the school year shall be calculated in hours.

- E.** 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.

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 mail/s to distribute Association materials.

- C.** The Association shall have the right to use school facilities for meetings and school equipment, including computers, printers, and all types of audio-visual equipment when such equipment is not otherwise in use.

- 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

EMPLOYEE RIGHTS

- A.** Pursuant to the 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 directly or indirectly discourage, deprive or coerce any Employee in the enjoyment of any rights conferred by the act; 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, or otherwise with respect to any terms or conditions of employment.

- 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 the Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics, or place of residence. The private and personal life of any Employee is not within the appropriate concern or attention of the employer, unless it adversely affects the Teacher's performance.

ARTICLE V

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 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 Association, NEA-New Hampshire.

- B.** In addition to legally required deductions, upon request, the Board will deduct and timely transmit from each Employee authorized monies up to eight payroll

deductions, including dues to professional organizations, credit unions/banks, health clubs, annuities, health insurance, dental insurance, life insurance and charitable donations.

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 communication. 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 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 or should have been aware, through documentation, of the incident giving rise to the grievance.

E. FORMAL PROCEDURE

Level 1: Within five (5) 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 five (5) days of the receipt of any answer given at this level.

Level 2: Within five (5) days of a grievance being referred to this level, the Superintendent will meet with the participants of Level I and examine the facts of the grievance. The Superintendent shall give his/her answer within five (5) days of any such meeting. If the grievance is not settled at this level, then within five (5) 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, board 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

IMPROVEMENT OF INSTRUCTIONAL STAFF

A. Staff Development

Each Teacher will complete the required staff development hours within the 3-year recertification period as described in the Professional Growth Master Plan.

B. Course Reimbursement

1. Teachers will be eligible for reimbursement for courses that will enhance the Teacher's ability to improve student academic performance.
2. To be eligible for reimbursement, courses must be approved by the Professional Growth Committee (employing the program of staff development mandated by the state as an integral part of the Teacher's recertification process) prior to taking the course; advance approval from the Superintendent of Schools is required.
3. Upon successful completion of the course with a grade of "B" or better, and submission of a transcript or signed official grade report and verification of tuition payment to the Superintendent, the Teacher will be reimbursed for the cost of tuition and registration fees.
4. Payment of course reimbursement is for tuition and related fees only. An individual is entitled to receive 2/3 reimbursement cost for 6 graduate level credits during each year of this contract not to exceed the New Hampshire resident UNH graduate level dollar amount plus any related fees. However, in no event shall the District expend more than \$20,000 per contract year for course reimbursement. In the event that requests for course reimbursement exceed \$20,000 in a contract year, the following lottery system will apply:

Reimbursement will be available in two (2) reimbursement periods. Employees may apply for up to six (6) credits during period 1 after June 30th and prior to October 1st. Employees may apply for up to six (6) during period 2 starting December 1st. The disbursement of funds in period 1 shall not exceed half of the yearly agreed upon amount. Any sums not used during period 1 shall be rolled into period 2.

Anyone applying during period 1 who has met the period 1 deadline will have their application considered. If the total of the requests is more than the designated monetary amount, then a lottery system will ensue to determine which applications receive the money. Those whose applications were not selected in period 1 will be eligible to submit again during period 2. If the total of the requests for period 2 is more than the designated monetary amount, then a lottery system will ensue to determine which applications receive the money. The disbursement in period 2 shall not exceed the total agreed upon amount. Applications for reimbursement in period 2 may not have received any previous reimbursement during period 1 unless there are unexpended funds in period 2. Also, if an applicant received funds in period 1, that application may not cause a lottery to occur in period 2.

5. **Advance Payment Plan** - The District will prepay for any course that has been approved by the Professional Growth Committee (employing the program of staff development mandated by the state as an integral part of the Teacher's recertification process). Each participating Teacher will enter into an Agreement with the District to

submit receipts, grades, and other paperwork for the course that was prepaid. The Teacher will agree in writing to keep his/her advanced payment account records up-to-date. If the Teacher fails to fulfill the requirements of the advanced payment plan, the Teacher agrees that the District will withhold any balance due the District from the last paycheck under the Teacher's contract.

C. Workshops

1. The District will make up a minimum of \$425 per Teacher available to pay for tuition, registration, materials, and travel expenses. However, in no event shall the District expend more than \$25,000 per contract year for workshop reimbursement.
2. The Teacher will seek pre-approval for any workshop from the Professional Growth Committee, the building Principal and the Superintendent of Schools prior to registration.
3. Upon completion, the Teacher will supply the Professional Growth Committee and the Superintendent's Office a certificate of completion for the workshop.
4. After June 1st, any remaining unencumbered balance will be available to be divided evenly by those requesting reimbursement over the \$425 per Teacher limit.
5. The District will prepay for a workshop that has been approved by the Professional Growth Committee, subject to meeting the requirements in section C of this Article.
6. To qualify for pre-payment, the request must be submitted to the SAU Office by the 10th of the month in which the pre-payment is requested.
7. Each Teacher agrees to submit to the District receipts and other paperwork for any workshop that was prepaid.

D. Committees

The Wilton-Lyndeborough Cooperative School Board agrees that any work performed by individual Teachers for various committees as assigned by the administration *may be* allowed as staff development credit hours. The Employee will need to provide to the Professional Growth Committee documentation of the approved committee work by the building level Principal or Superintendent.

E. Accounting

Before the beginning of each school year, each staff member shall be notified in writing of the following:

- a. Accumulated degree-credit hours to date.
- b. Accumulated staff-development hours to date.
- c. Date of recertification for renewal of state certificate.

F. Per Diem

1. The per diem rate shall be calculated using the total number of student days in an academic year.

2. Teachers, whose assignment has changed as a result of a transfer, will be paid \$250 per day for 3, 6-hour days of curriculum restructuring work performed during the summer.
3. However, Teachers who volunteer to work on special projects, curriculum writing or moving their classrooms will be paid at the rate of \$250 per 6-hour day for such projects.

ARTICLE IX

INSURANCE

A. Health Insurance

Any changes to the current health care or dental provider will result in equal or better benefits for equal or less cost. The Board may present other alternative plans to the Association for consideration and adopted only by mutual agreement.

- a. The School Care Yellow Plan with Choice
- b. The School Care Yellow Plan without Choice
- c. The School Care Orange Plan

The District will pay 85% of the benefit for family, 2 person and single plans in each of these options.

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 District will pay an equal amount toward health insurance if a Teacher is not eligible for benefits of the established insurance provider due to age.

1. Staff taking no health plan will receive \$2,000 provided resulting enrollment produces no penalty. Staff electing no health plan shall be paid the money either in one lump sum, or in biweekly installments added to their paycheck; prorated monthly if a staff member withdraws from the plan during the school year. This option shall be the choice of each participating Teacher. It is further understood that duplicate family coverage (each spouse carrying coverage through two separate insurance companies) shall not be allowed.

B. Medical Reimbursement Plan

The District will make a Flexible Spending Account ("FSA") plan available for reimbursement of health, dental and child care expenses as provided under Section 125 of the Internal Revenue Code. The District will make a flexible spending account available for those members who elect to participate for the total of \$150.00. The District will be responsible for all third party fees and costs required for administration of the plan.

Effective July 1, 2017, FSA funds under this Agreement may be rolled over into a subsequent year in an amount permitted by law. Moreover, In the first year of this Agreement only (2017-18), the District shall contribute the following amounts to the FSA's of Teachers enrolled in the corresponding health plans during the 2016-17 school year:

Red Plan Single	\$428.00
Red Plan Family	\$456.00
Green Plan Single	\$428.00
Green Plan 2 person	\$510.00

C. Dental Plan

The District will agree to pay 100% of the cost for Employee coverage or 80% of 2 person or family coverage. The following coverages will be provided:

Coverage A: Diagnostic (Cleanings, Preventive)	100%
Coverage B: Restorative (Fillings)	80%
Coverage C: Prosthodontics (Bridges, Crowns)	50%

Annual maximum \$1,500 per person

Coverage D: Orthodontics 50%

Lifetime Maximum per patient \$1,500

No Coverage D for Adults

There shall be no deductibles on any of these coverages.

D. Life Insurance

The District will provide each WLCTA member with a life insurance policy in the amount of \$50,000.

E. Annuities

The District will make available a 403b plan. Any fees associated with an individual's 403b plan will be paid by the vendor or the participant, not the District.

F. Long-Term Disability

The District will pay the full cost of a long-term disability (LTD) insurance policy that pays 66 2/3% of monthly salary, up to \$3,500 per month. LTD benefits shall not start until after a Teacher has exhausted individual sick leave under Article XII(A) (1) and (2)

or until after completion of a 90-day waiting period, whichever occurs later. LTD benefits shall continue for the duration set forth in the LTD insurance policy.

ARTICLE X

RETIREMENT

- A. Teachers are to inform the Board in writing of their intent to retire by November 1 of the year of retirement. Teachers reserve the right to revoke this notice without prejudice, no later than April 1.

In the event of extenuating circumstances, the Board will consider requests/notifications which are received after the November 1 deadline.

All requests for retirement will be considered a personnel issue and will not be made public until the contract due date has passed or until the Teacher makes it public.

B. Retirement Plan

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 November 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	\$5,000
With 16-20 years of service in the District	\$7,000
With 21 or more years of service in the District	\$10,000

The District shall make payment to a Teacher under Article X no later than the next July 31 after the Teacher's retirement. If the District reduces a position (completely or to part-time status) and the Teacher being reduced is eligible for the recognition of service award, the Teacher may choose to retire and the November 1 date for notification will be waived.

Sick Day Buyback: The District will "buy back" at a rate of \$25 per day up to 90 accumulated sick days from Teachers 50 years or older who are retiring from the profession.

ARTICLE XI

WORKING CONDITIONS

- A. **SCHOOL YEAR** The work year shall not be in excess of 185 days including up to 6 professional days devoted to school and educational work during the period of this contract. The professional days will be:

One uninterrupted day prior to the first day of school for teachers to set up their classrooms;

One day, scheduled for the Friday prior to Columbus day, as compensatory to account for parent teacher conferences;

Three days for professional development/building meetings;

A sixth day, if scheduled, will be reserved for teachers collaboration.

The Association will be informed of the remaining days no later than September 1 and days may be modified by mutual agreement. When possible, the last day of school for students will be an early release day when the school calendar is created. The Board shall solicit input from the Association prior to the adoption of the school calendar.

- B. ASSIGNMENTS**—Each Teacher may be assigned only to such position as the Teacher is qualified and certified by the State Board of Education to fill.
- C. DUTY FREE LUNCH**—A daily, uninterrupted duty-free lunch period at least equal to the time of the students’ lunch period will be scheduled for each Teacher.
- D. NON-INSTRUCTIONAL DUTIES**—Shall, in the aggregate, be equitably assigned among staff. This generally means that duty assignments will be distributed equally among all members to the extent practicable. Upon the recommendation of the Principal, a Teacher may not be assigned a duty period if the Teacher is working on a special project in cooperation with the Principal. In the middle/high school each Teacher is assigned after school detention fewer than five times per school year and a Teacher assigned after school detention is expected to work the “normal workday” in addition to the detention period.
- E. CONTRACTUAL RIGHTS**—The District may, without liability, terminate an individual Teacher’s contract in accordance with New Hampshire RSA 189:13, 31, 32 with amendments thereto, and all other statutory provisions pertaining to the relations between the District and Teachers.
- F. RIGHT OF REMOVAL**—A Teacher’s individual contract shall become void, subject to appeal, if the Teacher is removed by the Superintendent or if the Teacher’s certificate is revoked by the Commissioner of Education.
- G. ELIGIBILITY OF EMPLOYMENT**—The individual Teacher’s contract is void unless the Teacher holds a valid credential to teach in the position for which he/she has been employed and completes the required number of clock hours in three years, as approved by the Professional Growth Committee, in the area which he/she is teaching. Each new Teacher elected before June 30 for employment in the following school year shall, no later than August 1, provide to the Superintendent’s Office proof that such member holds appropriate and then current New Hampshire or other required credentials for the position to which the person was elected. For purposes of this section “appropriate credentials” would include any statutory or regulatory exceptions, alternatives, or waivers to full credentials (e.g. “permission to employ” letters, “in process of certification” status, etc.)
- H. LEGISLATIVE CHANGES**—The District and the Teachers agree to be bound by all present and subsequent legislation made by the New Hampshire Legislature and all administrative rulings having the effect of law.
- I. UNIFORM INTERPRETATION OF RULES AND REGULATIONS**—All rules and regulations applying to Employees shall be interpreted and applied reasonably and fairly throughout the District.
- J. REPRESENTATION**—Any staff member shall, upon request, 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, no action

shall be taken with respect to the Employee until such a representative from the Association is present. Should disciplinary action likely occur at a given meeting, the staff member shall be advised immediately of said possibility and be advised by the employer of the right of representation under this provision.

K. PERSONNEL FILES—Teachers shall be allowed to examine the contents of their personnel file at a time that is mutually agreeable to the Teacher and the administrator within two working days of the said request. No derogatory material shall be placed in the Teacher’s file without his/her knowledge and receipt of a copy. No unsubstantiated complaints, as determined by the administration, nor any anonymous complaints be placed in the Teacher’s file. No school documents may be used as evidence against a Teacher in any proceeding unless the document is included in the official file of the Teacher maintained at the SAU Office. 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.

L. COMPLAINTS—No complaints or concerns will be used to evaluate or discipline a Teacher without the Teacher first being given an opportunity to meet and discuss the matter with administration, and, when appropriate, the person making the complaint. Only after a complete investigation of the complaint and the complaint or concern being substantiated will this effect a Teacher’s evaluation and/or result in disciplinary action.

M. WORK DAY

1. The school day is no more than 7 hours and 20 minutes including a duty free lunch.
2. Any change to the daily schedule shall be made in consultation with the WLCTA and the administration of the District. Discussions of any change will occur in the year prior to any implemented change and will involve the entire faculty of that building.
3. Each Teacher will have an uninterrupted daily planning period of no less than 45 minutes in length.
4. High school and middle school Teachers will be assigned no more than 5 teaching periods per day.

N. CLASS COVERAGE—A Teacher who asked and agrees to teach a class during his/her preparation period or team period will be compensated \$20 for a 45-minute class, or \$40 for a 90-minute class.

O. ELEMENTARY SCHOOL HEAD TEACHERS

All interested elementary school Teachers may apply for the Head Teacher positions at their respective schools by June 1. Elementary school Head Teachers will be selected prior to the start of the school year through the mutual agreement of the WLCTA Executive Board and the administration. The selected Teachers will be available to accept the Principal’s role in the absence of the Principal at his or her designated school. In the absence of the Principal, the Head Teachers will be called upon when needed to perform tasks to include but not limited to:

1. In emergency situations
2. To do minor organizational tasks

3. To do minor administrative tasks
4. To meet with visitors
5. To take some phone calls when necessary to protect classroom learning from undue interruptions
6. To report any emergency to proper authorities including the physical plant of the school
7. To assist with minor bus problems
8. To handle student discipline issues
9. To oversee emergency situations involving injured or ill students with the assistance of school secretary and nurse as applicable
10. To be available to serve on the Crisis Team and the Principal Advisory Committee.
11. To serve as bullying and harassment officer except in cases involving bargaining unit members

Duties performed by the Head Teacher do not constitute a condition of employment and is voluntary. The Head Teachers will receive an annual stipend equal to 3.5% of the BA level 0 on the Teacher pay scale.

The Principal will make every effort to coordinate the use of the Head Teacher in advance. Emergency use of the Head Teacher will be handled on an as needed basis.

In the event that the Principal's absence is a day or more, the Head Teacher will have authority to bring a substitute into their class.

- P. SCHOOL POLICIES**—THE WLCTA shall be informed of any new or modified policies as soon as they are approved by the WLC School Board.

ARTICLE XII

LEAVES

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

A. Personal Illness

Sick leaves shall be confined to a disabling physical or mental condition of the Teacher, or family member excluding work-connected disability covered by New Hampshire Workers' Compensation Laws.

Teachers will begin the contract year with a credit of Fifteen (15) days sick leave pay at their applicable salary rate. The Board agrees to permit accumulation to a maximum of Ninety (90) days. Teachers shall be allowed to add each year's sick leave days to the total prior year's sick leave as long as it does not exceed the total maximum days of 105.

The immediate supervisor and/or Superintendent may request medical evidence of the illness after 3 consecutive school days.

Sick Bank: That there shall be established, a sick bank to which persons covered by this contract will contribute up to two days per year. Said sick bank to be cooperatively administered by the WLCTA and the Superintendent of Schools. By the first paycheck in September, Teachers shall be informed of their total accumulated sick leave.

- 1. Purpose-**The purpose of the sick bank is to provide additional sick days to Teachers who have exhausted individual sick leave at a time of serious and prolonged personal illness, but only until the 90-day waiting period for LTD has been completed. Other hardship situations may be brought to the Executive Board and Superintendent for consideration.
- 2. Administration-**The sick bank will be cooperatively administered by the WLCTA Executive Board and the Superintendent.
- 3. Contributions-**At the end of each school year, any employee who has a balance of sick days greater than 90 days will automatically have one of those days added to the sick bank up to a maximum of 180 days.

If the number of sick days in the sick bank falls below 180 days, the WLCTA may vote at any time to have each Teacher covered by this agreement add up to 2 days of their accrued sick time to replenish the sick bank to its' maximum of 180 days.

- 4. Maximum Balance-**Sick days may be accumulated to One Hundred Eighty (180) days after the beginning balance has dropped below 180.

The Superintendent, or designee, will inform the WLCTA if the balance of the sick bank falls below 100 days within one calendar week if that occurs.

B. Bereavement Leave

Bereavement leave of up to three (3) days will be granted for the death of a family member. The Teacher may take one paid day per death to attend the funeral of any close friend. Extension of time may be given in extenuating circumstances and with the approval of the Superintendent.

C. Personal Leave

Personal leave will be granted for up to three (3) days with approval by the Principal and/or Superintendent; forty-eight-hour prior notice should be given if possible. Personal leave may be taken for matters that cannot be conducted outside school hours. It will not be granted adjacent to school holidays or vacations except in emergencies or special events.

Attendance award: Any Teacher using 0 days of personal leave, prorated for part-time Teachers, shall be granted an annual award of \$300.

D. Military, Jury Duty

Teachers will be granted leave for military reserve duty or for jury duty.

Teachers called to military reserve duty will receive the difference, if any; between their military pay and the compensation they would receive if teaching. Said Employee shall be

entitled to return to a comparable position upon completion of duty and be given experience credit for their service to the nation.

Compensation for Teachers on jury duty or otherwise subpoenaed requests will be the difference between their compensation for such duty and their normal pay.

E. Sabbatical Leave

A sabbatical leave is available to staff members who have completed seven (7) years of service to the District as outlined below: (See Appendix C)

1. This may be a full year leave at half pay or a half-year leave at full pay.
2. The School Board may grant one sabbatical per year unless, in the opinion of the Board, no proposal provides a clear outline that includes:
 - A strong link between the sabbatical proposal and improved instruction for students;
 - Plans for how the sabbatical experience will be brought into the classroom.
3. The Teacher will provide a follow up report for the Board.
4. Any application for a sabbatical leave will be reviewed by the Superintendent prior to being presented to the School Board. Such application must be in writing and filed with the Principal and/or the Superintendent of Schools no later than December 1st of the year preceding the start of the leave. The Superintendent may request additional information once the application is reviewed. All applications will be presented to the School Board. The Board will respond by January 15th.
5. Any sabbatical leave granted is with the understanding that upon completion, the staff member will return to the District for a minimum of two additional years of service.
6. This is available to staff members on a seven (7) year recurring basis upon receipt of the application by the Principal and/or Superintendent of Schools and approval by the Board.
7. Any Teacher who has been granted a sabbatical leave shall advance to the next step on the salary schedule in the following year.
8. A Teacher who does not serve the two (2) additional years referred to in # 5 will reimburse the District a proportional amount of the compensation that he/she received while out of the sabbatical leave.
9. A Teacher returning from a sabbatical leave will not lose his/her step increment due to the sabbatical leave. The continuation of economic fringe benefits during the sabbatical is contingent upon the Teacher continuing the required contributions. Additional sick leave days will not accrue during the sabbatical but all previously acquired sick leave days will be retained. Tuition reimbursement, up to the maximum allowed per Teacher does apply to Teachers on a sabbatical. The person on the

sabbatical will resume his/her former assignment and responsibility unless a mutually satisfactory agreement is reached on a different assignment and responsibility.

F. Child Rearing Leave

Child-rearing leave may be granted to male or female Teachers with at least one year's service to the District for the purpose of caring for their newborn infant(s) or newly adopted infant(s).

Teachers who have completed at least one year, but less than three years, of service to the District prior to commencement of the child-rearing leave shall be granted paid child-rearing leave for a period of 10 days and unpaid child-rearing leave for a period of up to 12 weeks.

Teachers who have completed three or more years of service to the District prior to commencement of the child-rearing leave shall be granted paid child-rearing leave for a period of 10 days and unpaid child-rearing leave for a period of up to one school year.

An application for such leave must be made in writing to the Superintendent at least five (5) months in advance of the expected date of delivery or adoption (or in the case of adoption, as much notice as possible), must be supported by a doctor's certificate (in the case of pregnancy) and must include the requested dates of commencement and termination of the leave.

The leave shall commence and terminate on the date(s) requested by the Teacher as approved by the Superintendent.

G. Paid Paternity, Maternity, Adoption Leave

Concurrent with FMLA Child Rearing Leave outlined in section F above, the following will be paid leave:

1. 10 school days maternity leave, natural birth.
2. 20 school days maternity adoption leave.
3. 10 school days paternity leave, natural birth or adoption.

Teachers who are disabled as a result of pregnancy or childbirth shall be entitled to use accrued paid sick leave for the period of disability. Child-rearing leave shall run concurrently with any FMLA leave to which the Teacher is entitled. Teachers shall not experience any loss of pay or benefits as a result of taking leave under this section. If Teachers take more than 12 weeks of leave under this section, the Employee will be able to continue insurance benefits by reimbursing the District for coverage at the group rate, if permitted by the insurance carrier.

A Teacher returning from child-rearing leave will be assigned to the same position as the Teacher held prior to child-rearing leave. A Teacher on such leave for a full school year must notify the Superintendent, in writing, prior to March 1 of that school year whether he/she intends to work upon expiration of the leave. If the Teacher does not return to work at the expiration of the leave, the Teacher will be deemed to have resigned from the District's employment.

H. Unpaid Leave

The Superintendent, as a representative of the District, may approve unpaid leave.

During any approved unpaid leaves seniority shall not continue to accumulate, however the Employee shall retain the seniority held at the start of the unpaid leave. The Employee will be able to continue insurance benefits by reimbursing the District for coverage at the group rate, if permitted by the insurance carrier.

Request for leaves of absence shall be in writing to the Superintendent of Schools and include the reason for the leave along with notification of the beginning and ending dates of said leaves.

ARTICLE XIII

REDUCTION IN FORCE

- The procedure for a Reduction in Force (RIF) is at the sole discretion of the WLC School Board.
- As soon as a RIF is seriously contemplated by the WLC School Board, the Superintendent will notify the president of the WLCTA.
- Classification of the professional staff will be defined being taught (Elementary School and Middle-High School) and then by area of certification.

The School Board will make every reasonable effort to minimize the effects of a RIF on the current staff by first considering retirement, attrition and transfers before Teachers are not renewed due to a RIF.

If further reductions in staff are necessary, the School Board will retain those Teachers who will be the best Teachers for the school system and the students it serves.

Teachers who are laid off due to a RIF are eligible for recall for a two-year period following their final date of employment if a position becomes available in the areas to which they were previously employed. Laid off Teachers must provide the Superintendent their current address and phone number so they may be contacted in the event an opening occurs. Recall notices shall be marked certified return receipt requested to the last known address. Teachers will have fourteen (14) days to respond to a recall notice. Failure to respond will indicate the intent not to return. Any Teacher recalled shall retain all previously accrued benefits including, but not limited, to sick time.

ARTICLE XIV

COMPENSATION

- A. Bargaining unit members will be paid in accordance with the salary schedules set forth in Appendix A. Teachers on the schedule will advance one step effective July

1, 2020. Teachers who are on longevity will be contracted as a salary 2.5% higher than their contracted salary in the 2019-20 school year

- B.** It will be the responsibility of each staff member to inform the Human Resource Specialist if and when they qualify to move to a different salary schedule. Adjustments to a salary schedule will occur twice a year, the first pay period in January and the first pay period in July.
- C.** Teachers will be paid bi-weekly, and will have the option of choosing to receive salary payments prorated on the basis of 21 or 26 pay periods. If the Teacher elects to receive pay on the 26th payment basis, the Teacher will receive the balance of salary in a lump sum with the 21st paycheck. The first paycheck will be made within the first two weeks of the school year.
- D.** It is the intent of this Agreement that no new Employee will be placed on a level higher than that of an existing Employee as described in Appendix D.

ARTICLE XV

ASSIGNMENTS, TRANSFERS & VACANCIES

- A.** The Superintendent of Schools shall make all assignments and transfers within the Wilton-Lyndeborough Cooperative School District subject to the provisions of this Article and Article XI.
- B.** Said assignments and classroom changes shall be given in writing to all Teachers on or before May 1 for the forthcoming school year subject to reassignment where necessary in the best interests of the School District and in accordance with this Article. Any staff member whose teaching assignment is changed between May 1 and June 30 may resign his/her position with the District without prejudice. Teachers will be informed in writing of any changes in assignment that occur after the last day of school and be given time to develop curriculum as state in Article VIII F (3).
- 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 shall be made only when the Superintendent concludes that they are in the best interest of the District. 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 section F above prior to authorizing a voluntary transfer.

ARTICLE XV

SAVINGS CLAUSE AND RESERVATION TO VOTERS

A. Saving Clause

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation by the parties.

In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect. The Teacher agrees to work for the District for said period at said salary, and regulations which may be enacted relative to the conduct of the schools and Teachers, and such other laws, rules, and regulations as may be enacted during the terms of this Agreement. Except in case of an emergency or as otherwise provided by law, or when a Teacher must relocate in excess of fifty miles from the District, Teachers shall be expected to give 30-day notice of their intent to resign. It is the intent of the parties that emergency be defined as including a physical or emotional crisis of the Teacher or the immediate family of the Teacher where reemployment is not contemplated or undertaken.

B. Reservation to Voters on Financial Matters

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

ARTICLE XVI
DURATION

This Agreement shall extend from July 1, 2020 to June 30, 2021 unless extended or modified in writing.

Wilton-Lyndeborough Cooperative School Board

Wilton-Lyndeborough Certified
Teachers' Association

By: [Signature]

By: [Signature]

By: [Signature]

By: _____

By: _____

By: _____

Date: 5/5/2020

Date: 6/23/20

APPENDIX A
SALARY SCHEDULE

Step	Bachelors	Bachelor's +15	Bachelors +30	Masters	Master's +20
1	\$37,000	\$37,500	\$38,000	\$40,000	\$41,500
2	\$38,000	\$38,500	\$39,000	\$41,000	\$42,500
3	\$39,000	\$39,500	\$40,000	\$42,000	\$43,500
4	\$40,000	\$40,500	\$41,000	\$43,000	\$44,500
5	\$42,000	\$42,500	\$42,700	\$44,700	\$46,500
6	\$43,500	\$44,000	\$44,500	\$46,500	\$48,000
7	\$45,000	\$45,500	\$46,000	\$48,000	\$49,500
8	\$46,500	\$47,000	\$47,500	\$49,500	\$51,000
9	\$48,000	\$48,500	\$49,000	\$51,000	\$52,500
10	\$50,000	\$50,500	\$51,000	\$52,700	\$54,500
11	\$51,500	\$52,000	\$52,500	\$54,700	\$56,200
12	\$53,000	\$53,500	\$54,000	\$56,700	\$58,500
13	\$54,500	\$55,000	\$55,500	\$58,700	\$60,200
14	\$56,000	\$56,500	\$57,000	\$60,700	\$62,200
15	\$57,500	\$58,000	\$58,500	\$62,700	\$64,200
16	\$59,000	\$59,500	\$60,000	\$65,200	\$67,000
17	\$60,000	\$60,500	\$61,500	\$67,500	\$69,500
18	\$61,000	\$61,500	\$63,000	\$69,200	\$71,000

APPENDIX B
WILTON-LYNDEBOROUGH COOPERATIVE SCHOOL DISTRICT
REQUEST FOR COURSE APPROVAL

REIMBURSEMENT

IMPROVEMENT OF INSTRUCTIONAL STAFF

PREPAYMENT (see page 2)

Date: _____

Staff Member Name: _____

School: _____

Name of Course: _____

Location of Course: _____
College/University

Beginning Date: _____ Ending Date: _____

Staff Member Signature

Date

REQUIRED Signatures below acknowledge approval of the staff member's participation in the above referenced course:

Chair, Professional Growth Committee

Date

Superintendent

Date

Cost of course: _____ *(canceled check and/or receipt of payment from the school is attached)*

Final grade: _____ *(School's Official Transcript or Grade Report is attached, shows a final grade of "B" or better, upon completion of the course)*

Credits Earned: _____

Reimbursement will be issued upon successful completion of the course. Proof of successful completion will be submitted with this form for reimbursement to the office of the Superintendent of Schools.

**Approval prior to attendance at the course must be obtained before reimbursement will be considered. In addition, staff members must have submitted intent to participate in the Professional Development program each year, before approval/reimbursement for courses will be issued. If staff member did not show intent to participate in the program, no approval or reimbursement will be issued.*

Advance Payment Plan – Each September a teacher will elect to either participate or not participate in Advanced Payment Plan for professional development. The District will prepay for any course that has been approved by the Staff Development Committee (employing the program of staff development mandated by the state as an integral part of the teacher’s recertification process).

Each participating teacher will enter into an agreement with the District to submit receipts, grades, and other paperwork for the course that was prepaid. The teacher will agree, in writing, to keep his/her Advanced Payment Account records up-to-date. If the teacher fails to fulfill the requirements of the Advanced Payment Plan, the teacher agrees that the District will withhold any balance due the District from the last paycheck under the teacher’s contract.

Advance Payment Plan will follow the same criteria as for course approval and reimbursement, in such that if the teacher does not successfully complete the course, he/she will be responsible to repay the District as outlined in the above paragraph.

I have read the above information and agree to adhere to the requirements of the Advance Payment Plan. I agree that if I do not follow the criteria of the Advance Payment Plan, I agree that the District can deduct the cost of the course from my final pay of the current school year.

I agree to reimburse the District fully, by personal payment, should I not have sufficient compensation in my final pay.

Teacher Name

Teacher Signature

Date

APPENDIX C
WLC Certified Staff Members Request for Sabbatical Leave

Date: _____

1. Name: _____

2. Present Teaching Position: _____
Title

_____ Building

3. Number of years of teaching experience (including this year) _____

4. Number of years of teaching experience in SAU 63
(exclude years in which you have had a leave of absence) _____

5. Highest Degree _____ B.A. _____ M.A. _____ Other

6. Credits beyond highest degree (specify quarter or semester) _____

7. Have you ever had a sabbatical leave granted by SAU 63? _____

8. Briefly describe any sabbatical leaves granted by any other district. (Please use a separate sheet if necessary to explain more in detail.)

9. Please indicate your plans for sabbatical leave. Be specific.

10. Please describe why you feel this experience will benefit your teaching in SAU 63. (Keep in mind that the selection of candidates will be based largely on the benefit of the leave to the school district.) If your proposed sabbatical leave will allow you to change teaching emphasis or programs, please be sure to include this information in your description.

Signature of Applicant

<p><u>Leave Blank</u></p> <p>Date Received _____</p>

**APPENDIX D
PLACEMENT ON SALARY SCHEDULE FOR NEW TEACHERS**

For the length of the contract between the WLCTA and the WLC School Board, new Employees not in an area of critical need as identified by the New Hampshire Dept. of Education, will be placed on the salary schedule as follows:

BACHELORS and BACHELORS +15 SCALES

- 0-6 years of experience will be placed on step commensurate with their years of experience.
- 7-16 years of experience will be placed one step below their years of experience.
- 16-20 years of experience will be placed two steps below their level of experience.

BACHELORS +30 SCALE

- 0-17 years of experience will be placed on step commensurate with their years of experience.
- 18-20 years of experience will be placed two steps below their level of experience.

MASTERS

- 0-7 years of experience will be placed on step commensurate with their years of experience.
- 8-14 years of experience will be placed one step below their years of experience.
- 15- 20 years of experience will be compared to those currently employed to determine a comparative placement guaranteeing that no person will be placed on a step higher than the current employee.

MASTERS +20 SCALE

- 0-13 years of experience will be placed on step commensurate with their years of experience
- 14-18 years of experience will be placed one step below their years of experience.
- 19- 20 years of experience will be four steps below their years of experience.

If a Teacher is hired who has 21 or more years of experience than there are listed above will be contracted at a salary 2.5% higher than step 18 on the appropriate salary schedule.

For staff hired from the private sector, the Superintendent will determine the step placement commensurate with the years of experience in their field and the responsibilities.