

AGREEMENT

Between

Winnisquam Regional School Board

and

Winnisquam Regional Teachers Association

2022 - 2025

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DEFINITIONS

SCHOOL:

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

TEACHER:

The term "Teacher," as used in this Agreement, means a person employed by the Board as defined in Article I, Section 1, of this Agreement.

FACULTY REPRESENTATIVE:

The term "Faculty Representative," as used in this Agreement, means the Association Faculty Representative.

PERSON:

The term "Person," as used in this Agreement, means a person employed by the Board as defined in Article I, Section 1, of this Agreement. Whenever the singular is used in this Agreement, it is to include the plural.

PELRB:

The term "PELRB," as used in this Agreement, shall mean the New Hampshire Public Employee Labor Relations Board.

BOARD:

Unless otherwise specified herein the term "Board" as used in this Agreement means the Winnisquam Regional School Board.

ASSOCIATION:

Unless otherwise specified herein the term "Association" as used in this Agreement means the Winnisquam Regional Teachers Association.

ARTICLE I - RECOGNITION

- 1.1 For purposes of collective negotiations, the Board recognizes the Association as the exclusive representative of all Teachers of the Winnisquam Regional School District during the term of this Agreement. The term "Teacher" shall include any individual employed by the Board, the qualifications for whose position are such as to require him/her to hold an appropriate credential issued by the State Board of Education or other appropriate licensing agency under regulations governing the certification of teaching personnel, media generalist/specialist, school counselors and nurses, but excluding superintendent, business administrator, director of special education, director of food service, director of technology, director of facilities, school psychologists, occupational and physical therapists, principal, assistant principal, athletic directors, persons employed by the State Board of Education, Teacher consultants, paraprofessionals, tutors and custodians, school volunteers, or administrators.
- 1.2 Unless otherwise indicated, the term "Teacher," when used hereinafter in this Agreement, shall refer to employees represented by the Association in the negotiating unit as defined in Section 1.1 of Article I.
- 1.3 Unless otherwise indicated, the term "Administrator," when used hereinafter in this Agreement shall refer to those employees who serve in an administrative capacity full-time or more than half time.

ARTICLE II - SCOPE OF AGREEMENT

- 2.1 The parties understand that the Board and the Superintendent may not lawfully delegate powers, discretions and authorities which by law are vested in them, and this Agreement shall not be construed so as to limit or impair their respective statutory powers, discretions and authorities. Agreements reached pursuant to Article III hereof shall not constitute a waiver of and shall not be construed in derogation of such powers, discretions and authorities.

ARTICLE III - PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

- 3.1 On or prior to August first (1st) of the final year of this Agreement, either party may, in writing, including by email, notify the other party of its desire to modify the terms and conditions of this Agreement. If proper notice is given, the parties shall, no later than August thirtieth (30th) meet, confer, and negotiate in accordance with the procedures set forth herein in a good faith effort to reach a mutual understanding and agreement.
- 3.2 The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement.
- 3.3 The Board agrees to supply the Association with nonconfidential information as is in the Board's possession and is requested by the Association which relates to this article.
- 3.4 Any agreement reached shall be reduced to writing and signed by the Board and Association. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding upon the Board, unless and until the necessary appropriations have been made by the Annual School District Meeting. The Board shall make a good faith effort to secure the funds necessary

to implement said agreement, and will not at any annual District Meeting submit Teachers' salaries or benefits increases as a separate warrant article, except at the beginning of a new Collective Bargaining Agreement. Nothing contained in this Section 3.4 shall prevent the Board from funding Teachers' salaries in the event of a budget cut.

- 3.5 In the event of an impasse, the parties shall by mutual agreement attempt to select a mediator to assist in reconciling their differences and resolving the controversy on terms which are mutually acceptable. If the parties cannot agree upon a neutral mediator, either party may request the American Arbitration Association to appoint a mediator for the purpose of assisting them.
- 3.6 In the event the mediator is unable to effect settlement of the controversy, the parties shall by mutual agreement attempt to select a fact finder. If the parties cannot agree upon a fact finder, either party may request the American Arbitration Association to designate a fact finder in accordance with rules and procedures prescribed by it for making such designations.
- 3.7 The fact finder will hold a hearing and establish the appropriate procedural rules regarding evidence and time limits. If a fact finder is designated by the AAA, the fact finder will hold a hearing in accordance with AAA rules. Any such hearings will be held in closed session. Unless parties reach agreement, the fact finder shall make findings of fact and recommend terms of settlement regarding the disputed matters submitted to him/her. The fact finder's recommendations shall become public ten days following receipt by the parties unless the parties reach agreement during that ten-day period. Cost items related to the recommendation of the fact finder shall be submitted to the legislative body for approval.
- 3.8 The costs for services of a mediator and/or fact finder, including per diem expenses if any, will be shared equally by the Board and the Association.
- 3.9 Determinations and/or recommendations under the provisions of Sections 3.6 and 3.7 of this Article III will not be binding on the parties.
- 3.10 During negotiations, the committee of the Board and the committee of the Association will present relevant data, exchange points of view and make proposals and counter-proposals.
- 3.11 The Board will, if it is known, make the Association aware of the budget submission date at the first meeting set forth in this Article III.
- 3.12 A copy of any agreement reached hereunder will be filed with the NHPELRB within fourteen (14) days of its execution. The agreement shall be submitted by the Winnisquam Regional Teachers Association.
- 3.13 If the monies to fund the economic provisions are not appropriated as provided in this Article III, or if either party rejects the recommendations set forth in this Article III, Section 3.9, then the parties shall do the following:
 - 3.13.1 The appropriate party shall notify the other party of its intent to renegotiate the provisions of the Agreement; and
 - 3.13.2 The parties shall, within ten (10) days of such notification, meet and develop a modified settlement.

ARTICLE IV - ASSOCIATION RIGHTS

- 4.1 The Association will have the right to use school buildings at reasonable times, without cost, for meetings. Requests for the use of buildings will be made to the principal in advance.
- 4.2 The Association will, upon request, be given an opportunity at building faculty meetings to present brief reports and announcements.
- 4.3 The Association will, upon request, be given a place on the agenda of the Orientation Program for all Teachers.
- 4.4 The Association will have the right to post notices on its activities and matters of Teacher concern in Teachers' rooms and shall continue to have the use of the Teacher mailbox system and the District email system.
- 4.5 Upon notification by an employee (see Appendix D attached hereto), the Board will continue its present practice to deduct professional association dues and forward such deduction to the Association treasurer. The Board shall be held harmless from any and all claims in connection therewith.
- 4.6 The Association may, with permission from the building principal, use school equipment normally used by Teachers for Association activities. However, expendable material will be at the expense of the Association.
- 4.7 Rights granted to the Association under this Article IV shall not, in the judgment of the Board, be disruptive or injurious to the Winnisquam Education System, its students, the faculty, or administration, nor in violation of any of the provisions of this Agreement. In making judgments under this Section, the Board shall not be arbitrary or capricious.
- 4.8 During the term of this Agreement, the rights and privileges set forth in this Article IV shall not be granted to any other bargaining agent.
- 4.9 Request under the provisions of this Article IV shall mean permission and shall be made to the building principal or his/her designee.
- 4.10 Employees shall suffer no loss of pay in the conduct of negotiations which occur during normal working hours or in the filing or processing of grievances under this Agreement.

ARTICLE V - TEACHER EVALUATION

- 5.1.1 The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced Teachers for the purpose of improving instruction.
- 5.1.2 The parties recognize and agree that, subject to the provisions of this Article V, Teacher evaluation is an administrative function.
- 5.1.3 Each Teacher within the Winnisquam Regional School District shall be made aware of the school district's evaluation plan, including criteria, goals, objectives, and schedule for observation in the plan of

Appendix F Section VII Evaluation of Educator Effectiveness. Any recommendations for change to the documents or the process should be sent to the Professional Learning and Evaluation Committee by March 1st. All changes will be reviewed and presented to the WRTA and WRSD School Board for final approval by May 1st on an annual basis. The WRTA shall have the right to contribute input and to meet and confer but in any event, the Board shall make the final determination. Subsequent review will be conducted on a yearly basis and will be subject to the same procedure.

- 5.1.4 The observation of the work performance of a Teacher will be conducted openly.
- 5.1.5 No Teacher shall be adversely evaluated for any deficiency arising from a lack of supplies, materials, or books, provided that such were properly requested by the Teacher. The evaluator shall take into consideration and note in the narrative any condition or circumstance beyond the control of the Teacher, which may have an adverse effect on the Teacher's performance (e.g. equipment, class make-up).

Complaints & Personnel Files

- 5.2.1 Complaints regarding a Teacher made to any member of the administration by any parent, student, or other person, which may be used to evaluate a Teacher shall be promptly investigated. Where appropriate, the Teacher shall be notified of any such complaints as soon as possible and will be given an opportunity to respond and meet with the person(s) making the complaint. The Teacher shall acknowledge that he/she has had the opportunity to review such a complaint by affixing his/her signature to a copy to be filed. Such signature will in no way indicate agreement with the contents thereof. In any event, if a Teacher refuses to sign any report set forth in this Article, then such report may be placed in that respective Teacher's files.
- 5.2.2 Unsubstantiated complaints shall not be placed in a Teacher's files. Any complaint placed in a Teacher's file shall be subject to review upon said Teacher's request after a period of one (1) year, and the Teacher may request to the Superintendent of Schools that such complaint be removed from his/her file. Such a request for review will be confidential to the Superintendent of Schools. The Superintendent shall review and investigate all facts related to such a complaint in rendering a decision on the request. If such a complaint is not removed, the Teacher reserves the right to ask for such review each year thereafter. The Superintendent shall make the final decision of such removal. If the complaint is not removed by the Superintendent, then any such complaint which remains in that Teacher's file will in any event be expunged after eight (8) years upon the written request of said Teacher. This provision of expunging the file shall not apply to discipline based on harassment, inappropriate behavior or speech directed at students, staff, and other persons in the school district. The infraction would be so identified at the time of placement in the personnel file.
- 5.2.3 Each Teacher shall be entitled to access his/her personnel files at a time mutually agreed upon by the Teacher and the Superintendent, or his/her designee. Upon request by a Teacher to have access to their personnel file, the file will be made available within four days of such request.
- 5.2.4 The Teacher may review their personnel file in the Superintendent's office and submit appropriate responses and supporting evidence to any material contained in his/her personnel files and such response shall be made part of said Teacher's files pursuant to RSA 275:56. Reproductions of such material may be made by hand or copying machine, if available.

Joint Committee on Evaluation System

- 5.3 The District Evaluation Committee will review the Teacher evaluation system upon request by either the Winnisquam Regional Teachers Association or the Winnisquam Regional School Board. The committee shall forward pertinent recommendations to the Winnisquam Regional School Board.

Due Process Rights

- 5.4 Any misapplication of the procedures outlined in the Teacher Evaluation process may be addressed through established grievance procedures.

ARTICLE VI -- TEACHER EMPLOYMENT

Teachers Work Year

- 6.1.1 The Board agrees to hire only those Teachers who are certifiable by the New Hampshire State Department of Education for every regular teaching assignment, except this provision shall not apply in the instance where, in the opinion of the Superintendent, availability of personnel is critical and appropriate waiver is granted.
- 6.1.2 For purposes of this agreement, the period of service shall not be more than one hundred ninety (190) days, to be allocated as follows: 180 Instructional Days, 1 full day which will be solely for classroom preparation in the Teacher's assigned room prior to school opening, and 0.5 day solely for Teacher's end of the year classroom preparation responsibilities, 4 evening events (actual event can be no more than 3 hours each) to count as 2 professional development days, the remaining days will be designated professional development days which can be completed as full days or broken into half days. Teachers will be allowed an extra day to complete their end of the year checkout responsibilities if additional time is needed.

The Superintendent will meet with the WRTA prior to the end of the school year to finalize a list of what is deemed appropriate for the 4 evening events in the following year.

The Superintendent will, on request, meet and confer with the Association in order to secure input in the content and use of in-service days including staff development credit, it being understood that the Superintendent will in any event make the final determination. Such request shall be on or before June 1st of the preceding school year.

- 6.1.3 Teachers new to WRSD will attend three full paid/compensated days of an in-service program prior to the first day of classes, one of which will be solely for classroom preparation in their assigned room. Compensation will be at their regular contractual per diem rate for the year. In extenuating circumstances, the Superintendent may, at his/her discretion, excuse a new Teacher from some or all of the additional in-service days.
- 6.1.4 Any individual contract (see Appendix C attached hereto) between the Board and an individual Teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, the language contained in this Agreement shall be controlling for the duration of the individual contract.

Teachers Workday

- 6.2.1 The Association and its members recognize that each Teacher has a professional responsibility to provide the best possible opportunity to each and every student. The Association agrees that a Teacher's day is not necessarily coterminous with that of the pupil.
- 6.2.2 Changes to the Teachers' Day as described in the faculty handbook of each specific building may be made one month prior to the first day that the full staff reports to work.
- 6.2.3 One month prior to the first day Teachers report to work, Teachers will receive a copy of the master schedule and student roster. It is understood that rosters may change before or after the start of the school year due to enrollment changes.

IEPs, 504 plans and student health records will be available to Teachers for their assigned students. Teachers wishing to review such records prior to the start of the school year may make arrangements with the immediate supervisor to review and/or obtain copies during the summer.

- 6.2.4 Teachers may be required to attend district, department or faculty meetings after/before schools, subject to the following:
- Meetings shall not start more than 75 minutes prior to the start of or 15 minutes after the end of the instructional day.
 - Meetings shall be limited to 60 minutes.
 - Meetings shall not exceed 3 per month or 30 per year.
 - Meeting schedule will be posted at least 2 weeks prior to the first Teacher work day of the school year.
 - Changes to the meeting schedule will be announced at least 2 weeks in advance. Except in an emergency, including but not limited to inclement weather, any meeting that is cancelled without the required notice will be counted as one of the 30 meetings.
 - All meetings are mandatory unless excused by the principal or designee.
- 6.2.5 Except in emergencies, Teachers will be granted a duty free lunch period of at least twenty-five (25) minutes.

Planning & Classroom Conditions

- 6.3.1 To the best of their ability, the Board will provide a daily uninterrupted plan period to Teachers. This may include classroom, department, interdisciplinary, and/or collaborative time.
- 6.3.2 The Board and the Association agree that, except in unusual circumstances, students will not be placed in any classroom in larger numbers than the capacity of the teaching facilities and stations available in that classroom, nor shall they be placed in a classroom unless it can be safely supervised and made appropriate for the learning to take place there.
- 6.3.3 It is the administration's responsibility to make every attempt to provide substitute Teachers on a partial or full day basis.
- 6.3.4 The District recognizes that certain students require more attention from the classroom Teacher than others. Therefore, care should be taken in the assignment of students to classrooms. Aides will be

provided where needed, to the best of the Board's ability. It is the Board's intention to adhere to State Standards relative to class size.

- 6.3.5 The administration may request that a Teacher supervise students during her/his scheduled planning period. If a Teacher voluntarily agrees to such supervision for at least ten (10) minutes, provided that a substitute was not able to be secured, the following compensation shall be provided to the Teacher:

From ten (10) minutes to forty (40) minutes: \$30.00

For each forty (40) minute increment after the initial 40 minute period: \$25.00

Assignment of Teachers & Notification of Vacancies

- 6.4.1 Teachers will be notified of their teaching assignment in writing on or before May twentieth (20th) of the academic school year for the ensuing year. The Board will notify any affected Teacher of any change of assignment -- it being understood that the Board in any event shall make the final determination with respect to assignment of Teachers.
- 6.4.2 Notices of vacancies within the District will be emailed to all staff and posted on the District website as soon as the administration is aware of the existence of such vacancies.
- 6.4.3 Such notices will contain the date of posting, a description of the position, name and location of the school, requirements of the position, name of the person to which the application is to be returned and date by which the application is to be returned.
- 6.4.4 Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Principal at any time.
- 6.4.5 Interested Teachers already employed in the Winnisquam Regional School District, meeting minimum State certification and qualification requirements for the position, shall be granted an interview.

Shared Leadership

- 6.5.1 The Association agrees to submit to the Board, for its consideration, suggestions for the school calendar on or before December 15th of the preceding year. The Association will also be given an opportunity to provide input, and meet and confer, in instances where the school calendar may require or undergo modification during the school year. The Board shall have the right to establish the school calendar and to make appropriate changes at any time, and such action by the Board shall not be subject to the grievance procedures of this Agreement.
- 6.5.2 In order to secure Teacher input, the Board agrees to permit the Association to name a Teacher to sit as a member of the Board's Strategic Planning Committee.
- 6.5.3 The Board agrees to permit the Association to name a Teacher to sit as a volunteer, non voting member of the Board's Policy Committee for as long as the Committee is in existence.

Professional Development & Course Reimbursement

- 6.6.1 The School Board and the WRTA are committed to the importance of Professional Development as an

ongoing means of creating and maintaining Highly Qualified Teachers. All Professional Development courses/workshops/conferences submitted for Professional Development leave, Prepayment, or Reimbursement must be approved by the Superintendent and must be related to either an approved or pending Individual Professional Learning Plan (IPLP). A minimum of eight (8) graduate courses will be taken in the Teacher's certified area before approval will be given for courses in another certified area at the sole discretion of the Superintendent of Schools and upon a recommendation from the Building Principal. If a sequence of courses needs to be followed, a Teacher may petition the Superintendent for an exemption. In order to meet district initiatives, the Superintendent, in consultation with the Building Principal, or Director of Curriculum Instruction and Assessment may approve coursework or workshops not related to the Teacher's IPLP.

- 6.6.2 For the entirety of the CBA, the One Hundred Forty Thousand Dollars (\$140,000) will be allocated according to the following categories: Eighty-four Thousand Dollars (\$84,000) for courses, and Fifty-six Thousand Dollars (\$56,000) for conferences/workshops on a first come first serve basis. Within the second period, the Eighty Thousand Dollars (\$80,000) will be allocated according to the following categories: Forty-eight Thousand Dollars (\$48,000) for courses, and Thirty-two Thousand Dollars (\$32,000) for conferences/workshops on a first come first serve basis.
- 6.6.3 Teachers are entitled to seek prepayment for a course and conference/workshop activity through a district purchase order to cover the cost of the course or conference/workshop thirty (30) calendar days prior to the activity.
- 6.6.4 For workshops, courses, and conferences, reimbursement of lodging and meals shall not exceed Three Hundred Dollars (\$300) per school year. Mileage reimbursement shall be at the standard IRS rate that is in effect at the time of the event.
- 6.6.5 The maximum amount of money that a Teacher may use for workshop/conferences shall be \$1,500. Teachers are limited to no more than three (3) graduate courses in any given contract year. Course payment will be primarily for graduate courses. The Superintendent may approve undergraduate course(s) if these course(s) fulfill the staff development requirement of the Teacher making the request. The Association and the Board agree that proof of successful completion of graduate and undergraduate courses must be submitted at the end of a course. Successful completion of graduate and undergraduate courses means earning a grade of "B" or better. Failure to successfully complete a course will result in the reimbursement to the district by the staff member for the cost of the course. If a staff member decides to un-enroll for a course or other professional development after the district has issued a purchase order, the staff member is responsible for any additional costs or fees. As a condition of receiving advance payment for course work or workshop/conferences, the staff member must authorize the District to deduct any balance owed to the District from the staff member's final pay for the year.
- 6.6.6 All Teachers receiving reimbursement for graduate or undergraduate coursework are obligated to remain in the employ of the WRSD for a period of one (1) contract year from the completion date of class or repay the WRSD. Any Teacher may petition the Superintendent to be exempt from this provision. As a condition of receiving advance payment for course work or workshop/conferences, the staff member must authorize the District to deduct any balance owed to the District from the staff member's final pay for the year.
- 6.6.7 If there are professional development funds still available in a given category at the end of a period, those excess funds will become available for use in the other category in that period. If there are funds remaining in either category those funds will be distributed to the remaining periods in proportion according to the ratio in section 6.6.2.

- 6.6.8 If there are professional development funds still available as of June 1 of a given school year, Teachers may apply for additional payments beyond three (3) courses for pre-approved, completed courses and for pre-approved workshops. Preference will be given to Teachers whose courses or workshops are not reimbursed during the contract year. All requests under this section must be submitted to the SAU by June 10. If there are more requests for reimbursement than funds available, then the requests will be reimbursed on a pro-rated basis of the cost of the courses/workshops. To be eligible for reimbursement, all paperwork must be submitted to the SAU Office no later than June 10. This includes record of attendance, grade, receipt showing payment for the course, and a completed Form B.
- 6.6.9 Newly hired Teachers may not access professional development funds prior to assuming their contractual teaching duties.
- 6.6.10 Undergraduate courses will not be counted for advancement on the salary scale.

Salary Track Changes for Coursework Completion

- 6.7.1 Teachers who anticipate satisfactorily completing academic courses and who wish to use such additional credits for salary purposes, must notify the Business Administrator no later than October 1 of the prior school year. Proof of satisfactory completion must be submitted to the Business Administrator no later than the day following Labor Day in order to receive salary track advancement for that contract year. Time requirements specified in this Section 6.7.1 may be extended or waived by mutual agreement.
- 6.7.2 For salary purposes, movement beyond the Teacher's current salary track will be determined by the number of graduate credits earned by the Teacher after receipt of his/her most current degree.
- 6.7.3 The Teacher must provide a certified, stamped transcript in a sealed envelope verifying the hours completed before credit will be given on the salary schedule.

Reduction in Workforce

- 6.8.1 If it is necessary to reduce the number of Teachers employed by the District for legitimate reasons such as a substantial decrease in student enrollment or reduced funding, the School Board may lay off or reduce the number of Teachers. The School Board will make every reasonable effort to minimize the effect of reduction in force on Teachers by absorbing as many positions as possible through attrition (retirements, resignations, or refusals to contract). The School Board, in determining which Teachers shall be laid off or reduced to part time, will take the following into equal consideration: the job performances of each individual as established through a review of the written Teacher Evaluations; areas of certification; experience in areas of certification; specialized area(s) of training needed for the continuation of District instructional programs; and level of educational attainment. If all factors are equal, seniority will be the determining factor and the Teacher with the least continuous service to the District will be laid off first.

The Association shall be notified when the School Board determines that a reduction in force will occur.

- 6.8.2 Seniority shall be determined only by the number of years as a duly-certified Teacher of the District.
- 6.8.3 Once a reduction in force is determined to be necessary, the Superintendent will create a list which ranks Teachers in the areas affected by the reduction based on the factors identified in 6.8.1 above. The

Association will be provided the opportunity to review the list and the backup data and the opportunity to offer input prior to notice of reduction being issued.

- 6.8.4 If a vacancy occurs in a certification area from which a Teacher was reduced, laid off Teachers will be offered recall in the reverse order of layoff. In the event of a vacancy in another certification area, a laid off Teacher who holds that certification will be notified of the vacancy and shall be granted an interview if requested.
- 6.8.5 Prior years of experience and accumulated sick days shall be restored upon reinstatement.
- 6.8.6 The recall rights in Article 6.8.4 shall be in effect for two years from the last day of employment within the District.
- 6.8.7 The Association shall be notified and written notice of recall will be sent by a registered or certified letter to the laid off Teacher, at his/her last known address. If a Teacher fails to sign and return a contract within the specified time frame, said Teacher shall be considered as a voluntary resignation, thereby terminating the individual's Teacher contract and any other employment relationship with the School Board.
- 6.8.8 If a change of assignment or transfer is offered as an alternative to a reduction in force, the Teacher involved may decline the change of assignment or transfer and will retain his/her rights to recall as stated above. If the Teacher accepts the change of assignment or transfer, he or she will be offered reinstatement to the former position (at the start of the next school year) if it should become available during the period of recall.

Discipline & Non-renewal

- 6.9.1 No Teacher will be disciplined (warned, reprimanded, suspended, or discharged) or, in the case of a continuing Teacher, non-renewed except for just cause.
- 6.9.2 No non-continuing Teacher shall have his/her contract non-renewed except as provided in RSA 189:14-a. The non-renewal of a non-continuing contract Teacher shall not be subject to the grievance procedure set forth in Article 8.

Mentoring

- 6.10.1 The Superintendent or designee will assign, to the best of their ability, a mentor to each Teacher new to the district. Each mentor will receive compensation of \$1200 per year and may not be assigned more than two new Teachers in a year, to the best of their ability and with a maximum of three (3) new Teachers. There shall not be more than fifteen (15) mentors in the district. Every effort will be made to assign new Teachers to mentors in the same building. A Teacher who desires to serve as a mentor shall notify the building principal by June 15 of the prior school year. The Superintendent or designee, retains the discretion to appoint mentors whom he/she determines are suited for the available positions. If there is not a sufficient number of suitable volunteers, an administrator may serve as a mentor.

ARTICLE VII -- RATES OF PAY

- 7.1 The Compensation Plan and its application are set forth in Appendix A attached hereto. The salary of

employees covered by this Agreement shall be pro-rated in each year of the contract of his/her appropriate salary step for the number of designated days of employment between the first day Teachers are required to report to school in any year and June thirtieth (30th) of any such year.

- 7.2 Teachers shall have the option of salary payment, pro-rated on the basis of twenty-one (21) or twenty-six (26) paychecks. Those selecting twenty-six (26) payments shall be paid in a lump sum on the last pay period of the school year. If the school year is extended beyond the twenty-first (21st) pay period, Teachers on the twenty-one (21) pay periods will receive their paychecks as contracted.

ARTICLE VIII -- GRIEVANCE PROCEDURE

- 8.1 **Definition:** A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a Teacher or group of Teachers based upon interpretation, application, or violation of any of the provisions of this Agreement. An "aggrieved Teacher" is the person or persons making the claim unless otherwise specified. All time limits in this Article VIII shall mean school days, except under Section 8.7 of this Article.
- 8.2 **Right of Representation:** A Teacher covered by this Agreement shall, under this Article VIII, have the right to have an Association representative present at any time subject to his/her requesting such representation.
- 8.3 **Protected Activity:** The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any personal grievance(s).
- 8.4 **Grievances of a general nature:** Grievance(s) of a general nature, or involving the Superintendent may be submitted by the Association to Step 3.
- 8.5 **Extensions:** Time periods specified in this procedure may be extended by mutual agreement.
- 8.6 **Association Grievance Committee:** Upon selection and certification by the Association, the Board shall recognize an Association Grievance Committee.
- 8.7 **In the event a grievance is filed on or after June first (1st),** the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.
- 8.8 **Failure to respond or appeal:** 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 step. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- 8.9 **Grievance documents:** All documents relating to a grievance shall be filed separately from the Teacher's personnel files.
- 8.10 **Informal Procedure: Step 1**
The parties acknowledge that it is more desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Within thirty (30) days of the

date on which the grievant knew of the incident giving rise to the grievance, he/she shall meet with the administrator whose action is the subject of the grievance in an effort to resolve the matter informally.

Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (see Appendix E attached hereto) and referred to the following formal grievance procedure.

8.11 Formal Procedure:

A grievance must be filed in writing within thirty (30) days from the date on which the grievant knew of the incident giving rise to the grievance. (see Appendix E attached hereto) The written grievance shall state the specified alleged violation or condition with proper reference to the contract Agreement. It shall also set forth names, dates, and any other related facts, which will provide a sound basis for a complete understanding of any such grievance.

Step 2 Building Principal

Within five (5) days of receipt of a formal grievance, the building principal shall meet with the aggrieved Teacher. 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 must be referred to Step 3 within five (5) days of the receipt of an answer given at this level. Failure to refer a grievance to the next level shall be considered acceptance of the decision.

Step 3 Superintendent

Within ten (10) days of a grievance being referred to this level, the Superintendent will meet with the participants of Step 2 or the parties to the grievance if appealed under 8.7 and examine the facts of the grievance. The Superintendent shall give his/her answer within ten (10) days of any such meeting. If the grievance is not settled at this level, then within ten (10) days from the receipt of the answer rendered at this level, the grievance must be referred to Step 4, the School Board, by certified mail to the Chairperson of the School Board in care of the Superintendent of Schools. Direct communication with School Board members is prohibited on this matter. Failure to refer a grievance to the next level shall be considered acceptance of the decision.

Step 4 School Board

Within ten (10) days of grievance being referred to this level, the Board will hold a hearing with the participants of Levels A and B and examine the facts of the grievance. The Board will thereafter, within ten (10) days of such hearing, give its answer.

Step 5 Arbitration

Except as otherwise provided in this Article VIII, if the grievance remains unsettled following the decision of the School Board, with the exception of matters excluded from arbitration under section 8.13, then the matter may be referred by the Association to arbitration within twenty (20) days of notification of the decision rendered at Step 4. If the matter is referred to arbitration, the parties shall by mutual agreement attempt to select an impartial arbitrator. If the parties cannot agree upon an impartial arbitrator within fifteen (15) days, then the parties shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures then obtaining the service. The arbitrator's power and authority shall be limited to interpretation and application of the provisions of this Agreement and he/she shall have no power or authority to add to, subtract from, alter, or modify any of the provisions of this Agreement and finally, he/she shall have no power or authority to order the reinstatement of any Teacher who is dismissed or non-renewed by the Board except with respect to reduction in force or return from an authorized leave granted by the Board. The arbitrator shall thereafter submit a decision to both parties. The parties agree to share equally in the compensation and expense of the arbitrator.

- 8.12 Excluded from Arbitration: The following matters are excluded from the arbitration provision, but not from the grievance procedure, of this Agreement:
- Management prerogative as set forth in this Agreement, and as provided and interpreted under RSA 273-A;
 - School Board Policy.
 - Dismissal and non-renewal of a Teacher which shall be accomplished solely under the appropriate RSAs.
- 8.13 Grievable but not arbitrable: Matters which are grievable but not arbitrable under the provisions of this Article VIII may be referred only through Step 4 and in such matters the decision of the School Board shall be final and shall not be subject to the Grievance and Arbitration Provision of this Agreement.

ARTICLE IX -- LEAVE OF ABSENCE

Sick Leave

- 9.1.1 It is agreed that the use of leave days will be confined to legitimate purposes provided in this Article IX.
- 9.1.2 Sick leave shall be confined to the personal illness of a Teacher, excluding work connected disability covered by New Hampshire Workers Compensation Laws, except that a Teacher may use up to ten (10) sick days per year in order to care for his/her sick, child, parent, spouse, or significant other. Sick time will be deducted in 15 (fifteen) minute increments (0.25 of an hour).
- 9.1.3 Teachers will earn 1.5 sick days for each month of service to a maximum of fifteen (15) days per school year August to May. At the end of a contract year, the maximum number of days that can be carried over to the next contract year will be a maximum of one hundred twenty (120) days. The Superintendent may request medical evidence – whenever he/she feels it necessary and applicable. If an additional examination is required, the Board shall pay the cost of any such examination not covered by the Teacher's health insurance plan. Medical records developed under this section 9.1.3 shall not become a part of a Teacher's personnel file. Teachers on FMLA leave shall continue to receive district contributions towards health insurance in accordance with Appendix B.
- 9.1.4 Sick Leave Bank: A committee composed of the current Association president/co-presidents and three (3) members of the Association elected by the WRTA membership hereinafter called the Sick Leave Bank committee shall administer the Sick Leave Bank. Each committee member shall serve the term of the Collective Bargaining Agreement, or until a successor member shall be appointed. All questions shall be determined by the committee. Each Teacher wishing to be covered during a contract year must be a participating member during that contract year by agreeing as required by the committee in writing to donate one (1) day from the fifteen allowed in a contract year in said bank. The committee shall inform the Superintendent in writing of those members wishing to participate by September 30th. Enrollment in the bank may not be modified during the contract year.

After a Teacher has exhausted all accumulated sick days of leave time, the Teacher may then apply to the Sick Leave Bank if additional time is needed. The committee will be responsible for reporting all decisions to accept or deny Sick Leave Bank time requests within 5 days of the written request. Decisions will be forwarded to the Superintendent. All final decisions must be submitted one calendar week before the final payroll in June. Up to one hundred (100) unused days in the sick bank at the end of a fiscal year may be carried over in the sick bank to the following year with the understanding that the total number of days in the sick bank does not exceed three hundred fifty (350) days. Days donated by

Teachers to the sick leave bank will be deducted from their sick leave and cannot be recovered at the end of the school year.

- 9.1.5 For Teachers who have accumulated fewer than 120 sick days, the School Board will pay a Teacher whose annual sick leave is limited to two (2) days or fewer in a given contract year, excluding sick leave bank donations, \$200 per year. The School Board agrees to budget a capped sum of \$10,000 that will be available under this section. In the event the total eligible Teachers times the \$200 stipend exceeds the budget amount, the School Board will pay the budgeted amount divided by the number of eligible Teachers. Current year retirees are not excluded from this stipend. Payment of this incentive will occur with the first pay-period following the last day of school or the first payroll of the next fiscal year if no remaining pay periods exist in the current year.
- 9.1.6 The district agrees to reimburse Teachers who have accumulated over the maximum 120 days at the rate of \$30 per unused sick day above 120 for Teachers who have accumulated 12 to 15 days, or \$20 per day for Teachers who have accumulated 10-11 days by June 30th of that school year. The School Board agrees to budget a capped sum of \$20,000 that will be available under this section. In the event the total amount due to the eligible Teachers exceeds the budget amount, the School Board will pay a pro-rated amount to eligible Teachers under this section. Current year retirees are not excluded from this stipend. Payment of this incentive will occur with the first pay-period following the last day of school or the first payroll of the next fiscal year if no remaining pay-periods exist in the current year.
- 9.1.7 Donations to the sick leave bank are excluded from the Teacher Attendance Incentive.

Family Medical Leave

- 9.2.1 According to the provisions of the Family and Medical Leave Act ("FMLA") and the Americans with Disabilities Act ("ADA"), unpaid leave(s) of absence and the substitution of paid leave(s) shall be granted to any covered employee who qualifies.

Maternity Leave

- 9.3.1 Disability related to pregnancy, child birth or related conditions shall be treated as any other personal disability. Prior to the birth, a temporary leave of absence, without pay, shall be granted earlier than sick leave eligibility by mutual agreement of the individual covered employee and the Superintendent.

Following birth, sick leave shall be granted with a physician's statement that the covered employee is not able to conduct her duties due to a physical disability resulting from pregnancy, child birth or related medical conditions.

If a Teacher has exhausted all paid leave benefits (including sick leave) and/or is otherwise ineligible for paid leave benefits, she is allowed to take an unpaid leave of absence for the period of temporary disability resulting from pregnancy, childbirth or related medical conditions.

Child-Rearing Leave

- 9.4.1 If a suitable replacement can be found*, Child-Rearing Leave of up to one (1) year for either natural or adoptive parents or legal guardians, shall be granted without pay in compliance with state and federal regulations to Teachers upon written request for such leave. Notification of the intent to take such leave

shall be made to the Superintendent at least ninety (90) days prior to the date on which the leave is to begin, except in cases of emergency. Child-Rearing Leave notification shall also include the expected termination date of such leave.

*It is not the Board's intent to discriminate against Teachers of certain subject areas or adoptive parents by the use of this phrase.

The Teacher may continue insurance through the district by making personal payment through the SAU office or its agent.

Upon return to service, the Teacher shall be granted the total number of sick leave days accumulated prior to the child-rearing leave.

Personal Leave

- 9.5.1 Teachers shall be entitled to a maximum of three (3) paid personal leave days in any school year subject to the following:
- 9.5.2 Not more than five (5) staff members district-wide may exercise this benefit in any one (1) day.
- 9.5.3 9.5.3 To be eligible for personal leave under this Section, written or electronic request using the district's employee management system, must be given three (3) days in advance. A notice of less than three (3) days will require the specific reason for use of such day. Personal days will not be used to extend any school holiday or vacation. Personal Leave time will be deducted in fifteen (15) minute increments (0.25 of an hour).
- 9.5.4 A Teacher may petition the Superintendent for additional days of paid or unpaid leave under unusual circumstances. Reasons must be provided explaining the serious nature of the request.

Worker's Compensation Leave

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

Military Leave

- 9.7.1 Military Leave of absence shall be granted by the Board in accordance with State and Federal statutes.
- 9.7.2 An employee called to serve not more than a fourteen (14) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his/her pay for such government service and the amount of earnings lost by him/her for reason of such service based on the employee's regular daily rate. Employees are encouraged to schedule such service when school is not in

session.

Jury Duty Leave

- 9.8.1 A Teacher called as a juror or subpoenaed as a witness will be granted paid leave. Teachers will be paid the difference between their full salary and the remuneration received in the recognition of their outside services performed on school days. The calculation will be made when they receive payment for the services and the reduced salary will be paid in the next payroll period. Proof of payment received will be submitted to the Payroll Specialist for processing. Satisfactory evidence (court-issued document) must be submitted to the Teacher's immediate supervisor. Teachers are encouraged to schedule such service when school is not in session.

Bereavement Leave

- 9.9.1 The Board will permit up to five (5) days of paid leave per occurrence for bereavement involving a member of the Teacher's family. Family to be defined as: spouse, significant other, siblings, children, stepchildren, parents, grandparents, grandchildren, step grandchildren, and in-laws. The Superintendent may grant bereavement leave for other close relatives upon demonstration of need.
- 9.9.2 The Superintendent will permit one (1) day of paid leave for attending a funeral not to be combined with any bereavement leave referenced in section 9.9.1.

Professional Leave

- 9.10.1 Professional days, with or without pay, shall be at the sole discretion of the Superintendent or his/her designee.

Sabbatical Leave

- 9.11.1 The Board will grant an unpaid sabbatical leave to Teachers under the following criteria:
- 9.11.2 The parties subscribe to the high educational principles upon which sabbatical is based; namely, that any such leave must clearly reflect an opportunity for educational excellence through programs of study or research whether or not carried on in an academic institution; provide a clear educational growth opportunity (from the Teacher making any such request) within his/her subject area; enhance the value of education within the Winnisquam Regional School District; and be part of an employee's planned program. When more than three (3) Teachers apply for sabbatical, final selection of the candidate shall be determined by a committee of three (3) persons representing:
- The Board
 - The Superintendent's Office, and
 - The Winnisquam Regional School District Teachers of the Winnisquam Regional Teachers Association.
- 9.11.3 Not more than three (3) members of the faculty will be on sabbatical leave at any one time.
- 9.11.4 The Teachers must have completed at least seven (7) full years in the Winnisquam Regional School District immediately preceding the requested sabbatical level, except in that the Board may waive this seven (7) year requirement in the case of an unusual opportunity. However, any such waiver shall be at

the discretion of the Board and shall not be subject to the Grievance and Arbitration Procedure of this Agreement.

- 9.11.5 Requests for sabbatical leave must be received by the Superintendent, in writing, in such form as may be required by the Superintendent.
- 9.11.6 This request must be received by the Superintendent no later than December thirty-first (31st) for those leaves for a full school year or those for fall semester; the request must be received by April first (1st) for spring semester of the following year.
- 9.11.7 The applicant must inform the Superintendent of his/her decision to accept or reject his/ her approved request by March fifteenth (15th) for leave for a full school year or fall semester and by October first (1st) for leave during spring semester.

Return to Service

- 9.12.1 At the conclusion of an extended leave granted by the Board under this Article, all benefits to which any such Teacher was entitled at the time the leave commenced and which are then currently in effect for Teachers, shall be restored upon any such return and he/she shall be assigned to his/her last position. If no such position is available, then the affected Teacher shall be placed on lay-off status in accordance with the Board's Reduction in Force Policy.
- 9.12.2 Upon return from leave, the Teacher will be entitled to the same placement on the salary scale as when the Teacher took leave, unless the Teacher worked at least one-half of the school year as defined in article 6.1.2, in which case the Teacher will be entitled to advancement on the salary scale.

ARTICLE X - INSURANCE

- 10.1 The Board agrees to maintain in effect insurance plans for all employees in the bargaining unit. A summary of the benefits to be provided under said plan is set forth in Appendix B attached hereto.
- 10.2 The Board will not itself pay the insurance benefits referred to in Section 10.1, but will obtain policies or contracts from insurance companies which will administer said benefits.
- 10.3 Insurance benefits may be maintained at the employee's expense while on extended leave of absence authorized under Article IX of this Agreement if such is permitted by the insurance carrier.

ARTICLE XI -- MISCELLANEOUS PROVISIONS

- 11.1 If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 11.2 The Board and Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall ensure that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of Teachers or in the application or administration of this

Agreement on the basis of race, creed, color, religion, national origin, sex, actual or perceived sexual orientation, gender identity, physical or mental disability, marital status, age, membership and/or activity in the Association.

- 11.3 This Agreement shall be posted on the District website within ten (10) school days after it is fully executed. It is understood that once the parties reach a final tentative agreement, that document may be linked or posted in the materials for the board meeting at which the ratification vote will take place.
- 11.4 This Agreement represents the final resolution of all matters of dispute between the parties and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto. Any such change or alteration shall become part of this Agreement.

ARTICLE XII -- NOTICE UNDER AGREEMENT

- 12.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be delivered via email to the Winnisquam Regional School Board Chairperson via email with a copy to the Superintendent.
- 12.2 Whenever written notice to the Winnisquam Regional Teachers Association is provided for in this Agreement, such notice shall be delivered via email to the President of the Winnisquam Regional Teachers Association with a copy to the UniServ Director.
- 12.3 Either party, by written notice, may change the address at which further written notices to it shall be given.
- 12.4 For purposes of this Agreement receipt of any notice, decision or appeal shall be deemed to have occurred when it is delivered into the email account of the designated recipient. If the designated recipient is unavailable at the time of delivery, all timelines will be deemed extended.

ARTICLE XIII -- STRIKES AND SANCTIONS

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

ARTICLE XIV-- DURATION OF AGREEMENT

- 14.1 This Agreement shall continue in full force and effect until twelve o'clock midnight June 30, 2025.
- 14.2 This Agreement may be extended from time to time beyond the expiration date by written mutual agreement of the representative of the Winnisquam Regional School Board and Winnisquam Regional Teachers Association.

APPENDICES

APPENDIX A -- WINNISQUAM TEACHER COMPENSATION

Teachers who are hired and/or re-employed during the term of this Agreement will be compensated in accordance with the Salary Schedules set forth in Appendix A-1. Teachers will advance one step on the appropriate schedule effective July 1 of each year of this Agreement.

Any Teacher who was on Step 20 or above during the 2021-2022 school year will receive either the Step 20 salary or a 1.50% increase over the current salary, whichever is greater, in each year of this Agreement. Any such Teacher who is not also eligible for the longevity bonus will receive a 1.75% increase over current salary rather than the 1.5%.

Longevity

Any employee who has completed twenty (20) years of continuous employment in a bargaining unit position will receive an annual longevity payment, paid in equal biweekly installments, in the following amounts:

Years 21 – 25	\$1300.00
Years 26 – 30	\$2000.00
Years 31 – 35	\$2500.00
Years 36+	\$3000.00

Critical Shortage Designation

In areas as determined by the WRSD to have a critical shortage, newly hired Teachers will be compensated an additional bonus of up to \$4,000 per Teacher (total budget not to exceed \$24,000 per fiscal year) paid over two years in an equal lump sum payment on the final paycheck. In the event the Teacher is no longer employed by the District prior to the end of year one or two, the shortage stipend is void.

Newly Hired Teachers

1. Newly hired employees without experience, hired during the term of this Agreement, will be placed by the Superintendent on Step 1 of the appropriate education track on the appropriate salary schedule in Appendix A-1.
2. Newly hired employees with experience, hired during the term of this Agreement, will be placed by the Superintendent at the same salary as all other employees then currently employed who have the same experience and academic achievement.
3. A newly hired employee has 90 days from the date of offer to provide the Superintendent proof of additional experience. After 90 days, the employee's placement on the salary schedule will not be altered based on past experience.

Severance/Retirement Compensation

1. Teachers who qualify may opt to choose one of the following retirement plans. Qualifying Teachers can choose only one plan. The combined limit of the number of eligible Teachers who may opt for one of these plans in a single year shall be five (5). The School Board may, at its discretion, approve additional applications for the plan. In order to receive either of these benefits at retirement or upon resigning from the bargaining unit, qualifying Teachers must apply in writing between July 1 and December 1 of the year prior to the year of retirement to allow budgeting of monies. The School Board may approve, at its discretion, exceptions to this notification deadline for unforeseen circumstances. For example: To retire June 30, 2019, the letter must be submitted between July 1, 2017 and December 1, 2017. Failure to do so may result in having to wait one fiscal year for payment.

Option 1: Severance Compensation

Any full time Teacher who has taught in the district a minimum of twenty (20) consecutive years, shall receive a one (1) time severance compensation based on the following chart:

20 years of service to the district	1.4% x years of service to the district
25 years of service to the district	1.6% x years of service to the district
30 years of service to the district	1.7% x years of service to the district
35 years of service to the district	1.8% x years of service to the district
40 years of service to the district	2.0% x years of service to the district

Severance compensation will not exceed \$35,000.

Option 2: Retirement Plan

Formula for Implementation

Any full time Teacher who has taught a minimum of twenty (20) years, at least 15 consecutive years in the district, may choose a retirement plan based on the following chart:

20 years of experience	35% Final Year's Salary
25 years of experience	40% Final Year's Salary
30 years of experience	45% Final Year's Salary
35 years of experience	50% Final Year's Salary

Retirement Plan will not exceed \$35,000.

Board Action – The application will be approved by the School Board on or before its January meeting. Retirement stipend will be paid on or before July 31 of that calendar year.

Maximum Last Salary – Means the amount paid for services specified in the contract, which involve a teaching, administrative or other compensation received.

1. Other Provisions

- a) Teachers leaving the district without receiving severance or early retirement will forfeit any such payment from the district.

- b) If more than the allowable number of Teachers request severance, approval will be based first on years of service to the district and second on total years of teaching experience. If a successful application cannot be resolved, final determination will be at the discretion of the School Board.
- c) Effect of Withdrawal From Scheduled Planned Retirement
- i. For Compelling Personal Reasons: Any Teacher who is granted and accepts planned retirement, and elects not to retire as scheduled for compelling personal reasons approved by the School Board remains eligible to re-apply for planned retirement at any subsequent application period.
 - ii. Other Circumstances: Any Teacher who is granted and accepts planned retirement and elects not to retire as scheduled and notifies the District during the years following his/her application for planned retirement (e.g., a Teacher who applies by December 2012 for planned retirement at the conclusion of the 2013-2014 school year, elects not to retire as scheduled and so notifies the District on or before April 1, 2013) may re apply for planned retirement; however, that Teacher will not be eligible to re-apply for one (1) year following the deadline to notify the District of retirement.
 - iii. The planned retirement slot of a Teacher who has accepted planned retirement, elects not to retire as scheduled and notifies the District during the year following his or her application may be filled by a Teacher who has applied for planned retirement at the initial application period (e.g., here, on or before December 1, 2012) if there were more than four (4) applicants at that time and the additional applicants remains interested in planned retirement as scheduled in accordance with his or her initial application (e.g. , here, at the conclusion of the 2013-2014 school year). If there were no more than four (4) applicants at the initial application period, the slot will not be filled.
- d) Health benefits for the retiree, or retiree and spouse, will be the same coverage as the active group for those not eligible for Medicare. Those eligible for Medicare, retiree and/or spouse, will be provided with a supplement to Medicare such as Medicomp III. Each retiree, not eligible for Medicare, will be offered a plan for which the District will be responsible for \$6000 of the actual premium for a period of up to five (5) years or until the retiree is eligible for Medicare whichever is less. The retiree may also choose a multiple person plan understanding that he/she would be responsible for all costs above \$6,000 for a period of up to 5 years. The combined limit of the number of eligible who may opt for this benefit in a single year is five (5). The School Board may, at its discretion, approve additional applications for this benefit. In order to receive this benefit Teachers must apply between 7/1 and 12/1 of the year prior to the year of retirement to allow budgeting of monies.
- e) Any Teacher who was eligible for severance/retirement under Appendix A as a full-time Teacher shall continue to remain eligible in the event his/her position is reduced involuntarily to part time. Such Teachers will continue to accrue pro-rated years of experience for severance based on FTE status (i.e. .50 FTE earns one-half year of experience).

APPENDIX A-1 - SALARY SCHEDULE

Wage Schedule 2022-2023						
\$1500 Increase by Track Year 1, 1.5% Increase by Step						
Step	BA	BA +15	MA	MA +15	MA +30	CAGS/PHD
1	\$ 44,000.00	\$ 45,500.00	\$ 47,000.00	\$ 48,500.00	\$ 50,000.00	\$ 51,500.00
2	\$ 44,660.00	\$ 46,182.50	\$ 47,705.00	\$ 49,227.50	\$ 50,750.00	\$ 52,272.50
3	\$ 45,329.90	\$ 46,875.24	\$ 48,420.58	\$ 49,965.91	\$ 51,511.25	\$ 53,056.59
4	\$ 46,009.85	\$ 47,578.37	\$ 49,146.88	\$ 50,715.40	\$ 52,283.92	\$ 53,852.44
5	\$ 46,700.00	\$ 48,292.04	\$ 49,884.09	\$ 51,476.13	\$ 53,068.18	\$ 54,660.22
6	\$ 47,400.50	\$ 49,016.42	\$ 50,632.35	\$ 52,248.27	\$ 53,864.20	\$ 55,480.13
7	\$ 48,111.50	\$ 49,751.67	\$ 51,391.83	\$ 53,032.00	\$ 54,672.16	\$ 56,312.33
8	\$ 48,833.18	\$ 50,497.94	\$ 52,162.71	\$ 53,827.48	\$ 55,492.25	\$ 57,157.01
9	\$ 49,565.67	\$ 51,255.41	\$ 52,945.15	\$ 54,634.89	\$ 56,324.63	\$ 58,014.37
10	\$ 50,309.16	\$ 52,024.24	\$ 53,739.33	\$ 55,454.41	\$ 57,169.50	\$ 58,884.58
11	\$ 51,063.80	\$ 52,804.61	\$ 54,545.42	\$ 56,286.23	\$ 58,027.04	\$ 59,767.85
12	\$ 51,829.75	\$ 53,596.68	\$ 55,363.60	\$ 57,130.52	\$ 58,897.45	\$ 60,664.37
13	\$ 52,607.20	\$ 54,400.63	\$ 56,194.05	\$ 57,987.48	\$ 59,780.91	\$ 61,574.34
14	\$ 53,396.31	\$ 55,216.64	\$ 57,036.96	\$ 58,857.29	\$ 60,677.62	\$ 62,497.95
15	\$ 54,197.25	\$ 56,044.89	\$ 57,892.52	\$ 59,740.15	\$ 61,587.79	\$ 63,435.42
16	\$ 55,010.21	\$ 56,885.56	\$ 58,760.91	\$ 60,636.26	\$ 62,511.60	\$ 64,386.95
17	\$ 55,835.36	\$ 57,738.84	\$ 59,642.32	\$ 61,545.80	\$ 63,449.28	\$ 65,352.76
18	\$ 55,835.36	\$ 58,592.13	\$ 60,536.96	\$ 62,468.99	\$ 64,401.02	\$ 66,333.05
19	\$ 55,835.36	\$ 58,592.13	\$ 61,445.01	\$ 63,406.02	\$ 65,367.03	\$ 67,328.04
20	\$ 55,835.36	\$ 58,592.13	\$ 62,353.06	\$ 64,357.11	\$ 66,347.54	\$ 68,337.96

Wage Schedule 2023-2024						
1.5% Increase Track 1 Over Prior Year, 2% Increase by Step						
Step	BA	BA +15	MA	MA +15	MA +30	CAGS/PHD
1	\$ 44,660.00	\$ 46,182.50	\$ 47,705.00	\$ 49,227.50	\$ 50,750.00	\$ 52,272.50
2	\$ 45,329.90	\$ 46,875.24	\$ 48,420.58	\$ 49,965.91	\$ 51,511.25	\$ 53,056.59
3	\$ 46,009.85	\$ 47,578.37	\$ 49,146.88	\$ 50,715.40	\$ 52,283.92	\$ 53,852.44
4	\$ 46,700.00	\$ 48,292.04	\$ 49,884.09	\$ 51,476.13	\$ 53,068.18	\$ 54,660.22
5	\$ 47,400.50	\$ 49,016.42	\$ 50,632.35	\$ 52,248.27	\$ 53,864.20	\$ 55,480.13
6	\$ 48,111.50	\$ 49,751.67	\$ 51,391.83	\$ 53,032.00	\$ 54,672.16	\$ 56,312.33
7	\$ 48,833.18	\$ 50,497.94	\$ 52,162.71	\$ 53,827.48	\$ 55,492.25	\$ 57,157.01
8	\$ 49,565.67	\$ 51,255.41	\$ 52,945.15	\$ 54,634.89	\$ 56,324.63	\$ 58,014.37
9	\$ 50,309.16	\$ 52,024.24	\$ 53,739.33	\$ 55,454.41	\$ 57,169.50	\$ 58,884.58
10	\$ 51,063.80	\$ 52,804.61	\$ 54,545.42	\$ 56,286.23	\$ 58,027.04	\$ 59,767.85
11	\$ 51,829.75	\$ 53,596.68	\$ 55,363.60	\$ 57,130.52	\$ 58,897.45	\$ 60,664.37

12	\$ 52,607.20	\$ 54,400.63	\$ 56,194.05	\$ 57,987.48	\$ 59,780.91	\$ 61,574.34
13	\$ 53,396.31	\$ 55,216.64	\$ 57,036.96	\$ 58,857.29	\$ 60,677.62	\$ 62,497.95
14	\$ 54,197.25	\$ 56,044.89	\$ 57,892.52	\$ 59,740.15	\$ 61,587.79	\$ 63,435.42
15	\$ 55,010.21	\$ 56,885.56	\$ 58,760.91	\$ 60,636.26	\$ 62,511.60	\$ 64,386.95
16	\$ 55,823.17	\$ 57,738.84	\$ 59,642.32	\$ 61,545.80	\$ 63,449.28	\$ 65,352.76
17	\$ 56,636.13	\$ 58,604.93	\$ 60,536.96	\$ 62,468.99	\$ 64,401.02	\$ 66,333.05
18	\$ 56,636.13	\$ 59,458.21	\$ 61,445.01	\$ 63,406.02	\$ 65,367.03	\$ 67,328.04
19	\$ 56,636.13	\$ 59,458.21	\$ 62,366.69	\$ 64,357.11	\$ 66,347.54	\$ 68,337.96
20	\$ 56,636.13	\$ 59,458.21	\$ 63,288.36	\$ 65,322.47	\$ 67,342.75	\$ 69,363.03

Wage Schedule 2024-2025						
1.5% Increase Track 1 Over Prior Year, 2% Increase by Step						
Step	BA	BA +15	MA	MA +15	MA +30	CAGS/PHD
1	\$ 45,329.90	\$ 46,875.24	\$ 48,420.58	\$ 49,965.91	\$ 51,511.25	\$ 53,056.59
2	\$ 46,009.85	\$ 47,578.37	\$ 49,146.88	\$ 50,715.40	\$ 52,283.92	\$ 53,852.44
3	\$ 46,700.00	\$ 48,292.04	\$ 49,884.09	\$ 51,476.13	\$ 53,068.18	\$ 54,660.22
4	\$ 47,400.50	\$ 49,016.42	\$ 50,632.35	\$ 52,248.27	\$ 53,864.20	\$ 55,480.13
5	\$ 48,111.50	\$ 49,751.67	\$ 51,391.83	\$ 53,032.00	\$ 54,672.16	\$ 56,312.33
6	\$ 48,833.18	\$ 50,497.94	\$ 52,162.71	\$ 53,827.48	\$ 55,492.25	\$ 57,157.01
7	\$ 49,565.67	\$ 51,255.41	\$ 52,945.15	\$ 54,634.89	\$ 56,324.63	\$ 58,014.37
8	\$ 50,309.16	\$ 52,024.24	\$ 53,739.33	\$ 55,454.41	\$ 57,169.50	\$ 58,884.58
9	\$ 51,063.80	\$ 52,804.61	\$ 54,545.42	\$ 56,286.23	\$ 58,027.04	\$ 59,767.85
10	\$ 51,829.75	\$ 53,596.68	\$ 55,363.60	\$ 57,130.52	\$ 58,897.45	\$ 60,664.37
11	\$ 52,607.20	\$ 54,400.63	\$ 56,194.05	\$ 57,987.48	\$ 59,780.91	\$ 61,574.34
12	\$ 53,396.31	\$ 55,216.64	\$ 57,036.96	\$ 58,857.29	\$ 60,677.62	\$ 62,497.95
13	\$ 54,197.25	\$ 56,044.89	\$ 57,892.52	\$ 59,740.15	\$ 61,587.79	\$ 63,435.42
14	\$ 55,010.21	\$ 56,885.56	\$ 58,760.91	\$ 60,636.26	\$ 62,511.60	\$ 64,386.95
15	\$ 55,835.36	\$ 57,738.84	\$ 59,642.32	\$ 61,545.80	\$ 63,449.28	\$ 65,352.76
16	\$ 56,660.52	\$ 58,604.93	\$ 60,536.96	\$ 62,468.99	\$ 64,401.02	\$ 66,333.05
17	\$ 57,485.67	\$ 59,484.00	\$ 61,445.01	\$ 63,406.02	\$ 65,367.03	\$ 67,328.04
18	\$ 57,485.67	\$ 60,363.07	\$ 62,366.69	\$ 64,357.11	\$ 66,347.54	\$ 68,337.96
19	\$ 57,485.67	\$ 60,363.07	\$ 63,302.19	\$ 65,322.47	\$ 67,342.75	\$ 69,363.03
20	\$ 57,485.67	\$ 60,363.07	\$ 64,237.69	\$ 66,302.30	\$ 68,352.89	\$ 70,403.48

APPENDIX A-2 - NURSES' SALARIES

Nurses with at least a Bachelor's Degree shall be paid one hundred (100%) percent of the appropriate salary track and step based upon years of experience as a RN and level of education.

Nurses with an Associate's Degree and licensed as a RN will be placed on the BA salary track and on the appropriate salary step based upon years of experience as an RN and will be paid at ninety (90%) percent of such step rate.

Licensed Practical Nurses will be placed on the BA salary track and on the appropriate salary step based upon years of experience as an LPN and will be paid at seventy (70%) percent of such step rate.

RN's with both the National Board for Certification of School Nurses and NH State Certification as a level III Nurse will be advanced one (1) track.

APPENDIX B -- INSURANCE

- B1 The Board shall provide the SchoolCare Yellow Open Access with Choice Fund health insurance plan or its equivalent. The Board agrees to pay the cost of the plan up to the amount specified below pro-rated over a twelve (12) month period.

The Board will pay for the term of the contract as follows:

Single Plan 95%
Two Person Plan 85%
Family Plan 80%

- B2 Pre-tax Contributions: I.R.C. Section 125 Flexible Spending Accounts (FSA) will be available to bargaining unit members for pretax deductions authorized by the employee. FSA funds may be used for allowable medical, dental, prescription and vision care expenses, co-payments and co-insurance not covered by insurance. Unused Flexible Spending Account funds, up to the I.R.C. Section 125 maximum (currently \$500) shall rollover into the subsequent plan year.

- B3 The Board will pay the cost to provide Delta Dental Plan B-II, or its equivalent, with twenty-five dollars (\$25) deductible to employees covered by this Agreement except that the Board's liability shall not exceed \$725 for the term of the contract.

- B4 The Board will pay the cost to provide term life insurance of each employee covered by this Agreement, including a provision for accidental death and dismemberment up to the following amount:

2022 – 2025	\$55,000
-------------	----------

- B5 Teachers may select single, two (2) person, or family coverage under the District's health insurance plan. The difference between the Board's maximum contribution set forth in this Appendix, paragraph B.1 above and the actual cost to the Board to provide the coverage selected by an employee under this paragraph of this Appendix will be payroll deducted for the appropriate payroll period(s) by the Board.

- B6 A. A Teacher currently eligible for health insurance, who elects no coverage for the entire year, shall receive five thousand dollars (\$5000), which is taxable income, and will be paid in twenty (20) equal installments of two hundred and fifty dollars (\$250) beginning with the first pay period of each contract year.

B. Any Teacher electing the above insurance opt out must notify and provide proof of insurance annually to the SAU, in writing, no later than June 30th to be effective September 1st of the following contract year. Any new Teacher hired after July 1st must notify at the time of hire of their decision to elect to opt out.

C. The Health Insurance opt out shall be pro-rated for the following:

1. Part-time Teachers of this Agreement

2. New Teachers hired for less than one full contract.
3. Teachers opting out for less than the full benefit year, in accordance with the Health Insurance carrier's provisions. Teachers participating in this provision may re-enter the program, providing a qualifying event as specified by the Health insurance carrier has occurred.

D. Any Teacher covered under this Agreement whose spouse is also employed by the District and is covered by the District health plan shall not be entitled to the opt-out.

E. The Teacher shall sign a statement attesting to minimum essential coverage for the Teacher under another an alternative group plan for the duration of the plan year and holding the district harmless as a result of the Teacher's decision.

F. If requested, a meeting shall be scheduled between the Teacher and the business administrator or designee to familiarize the Teacher with the consequences of the waiver decision.

B7 Long Term Disability Insurance:

The Board agrees to pay fifty per cent (50%) of a Long Term Disability plan. If less than seventy-five per cent (75%) of the bargaining unit chooses to participate in the LTD plan, the Association shall have the option of refusing the coverage. Long Term Disability Insurance will be offered to new Teachers upon date of hire.

APPENDIX C - TEACHER CONTRACT

SAU 59 Winnisquam

2019-2020

Teacher Contract

Issued By: SAU 59 Winnisquam on 4/5/2019

Doe, Jane
433 West Main Street
Tilton NH
03276

Position Information

Start Date: 08/19/2019 End Date: 06/30/2020
Amount: \$40,800.00
Days: 190
FTE: 1.0000
Type: Teacher
Salary Sch: Teacher Salaries BA Year 02

Total Amount: \$40,800.00

Agreement made April 5, 2019, by and between the Winnisquam Regional School District, hereinafter called the "District", and above listed employee, hereinafter called the "Teacher."

1. The District agrees to employ the Teacher for the ensuing year from August 19, 2019 to June 30, 2020, at an annual salary based upon the 2019/2020 salary schedule, paid in 21 or 26 installments bi-weekly, commencing on August 30, 2019.
2. The Teacher agrees to work for the District, in accordance with policy GCB with an established penalty of \$1,000 for notice of resignation after policy stated date for said period, and agrees to conform to and carry out all laws and all lawful rules and regulations which may be enacted relative to the conduct of schools and teachers.
3. It is mutually agreed:
 - a. That the school year is not to be in excess of one hundred and eighty (180) school days and ten (10) other days devoted to school and educational work between August 19, 2019 and June 30, 2020.
 - b. That the Teacher may be assigned only to such position as the Teacher is qualified and certified by the State Department of Education to occupy.
 - c. That the District may, without liability, terminate this contract in accordance with New Hampshire RSA 189:13, 31, 32 and amendments. This contract shall become void, subject to appeal, if the Teacher is removed by the Superintendent or if the Teacher's certification, license, or permit is revoked by the Commissioner of Education.
 - d. That this contract shall automatically terminate and become void at any time the Teacher fails to hold a valid credential to teach in the position for which he/she has been employed and in which he/she is teaching.
 - e. That the District and the Teacher agree to be bound by all present and subsequent legislation made by the New Hampshire Legislature, and all administrative rulings of the New Hampshire Department of Education or the State Board of Education.

Pay Period Selection _____ 21 PAYS _____ 26 PAYS

IN WITNESS THEREOF, the parties have hereunder set their hands.
WINNISQUAM REGIONAL SCHOOL DISTRICT



Employee Signature

Date

Jasen Stock Date

Chairperson, School Board

APPENDIX D - DUES DEDUCTION AUTHORIZATION FORM

**WINNISQUAM REGIONAL SCHOOL DISTRICT
SCHOOL ADMINISTRATIVE UNIT FIFTY-NINE
433 WEST MAIN STREET
TILTON, NH 03276**

DUES DEDUCTION AUTHORIZATION FORM

NAME: _____ (Please Print)

I hereby authorize the Winnisquam Regional School District to withhold from my salary the following membership dues:

For membership in the Winnisquam Regional Teachers Association: \$ _____
For membership in the New Hampshire Education Association: \$ _____
For membership in the National Education Association: \$ _____

SUBTOTAL \$ _____

Contribution to NH/NEA Political Action Committee: \$ _____

TOTAL \$ _____

The sums to be deducted over ten (10) or twenty (20) pay periods are hereby assigned by me to the Winnisquam Regional Teachers Association and are to be remitted by the Winnisquam Regional School District to the Treasurer of the Association and, having done so, the Board shall be held harmless from any claim(s) in connection with the provisions of this Appendix D. It is further agreed that the Board assumes no financial liability except to forward, on a monthly basis (by the 15th of each month), those funds which have been properly authorized and deducted the last day of the preceding month.

This authorization and assignment shall continue in full force and effect until revoked by me. Such revocation shall be affected by written notice to the School District and the Association, giving thirty (30) days notice prior to the end of the current year of my desire to revoke same.

Staff Member's Signature

Date

School

NOTE: THIS AUTHORIZATION FORM SHOULD BE COMPLETED AND RETURNED TO YOUR ASSOCIATION BUILDING REPRESENTATIVE.

APPENDIX E -- GRIEVANCE REPORT FORM

Grievance No. _____ School District _____
(Complete in four (4) copies with copies to: Principal, Superintendent, Association, Grievant)

To: _____
Principal School

School Name of Grievant Date Filed

* * * * * STEP 2 * * * * *

Date of Grievance:

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

2. Relief Sought:

Answer given by Principal:

Signature/Date

Position of Grievant:

Signature/Date

* * * * * STEP 3 * * * * *

Date received by Superintendent:

Answer given by Superintendent:

Signature/Date

Position of Grievant:

Signature/Date

* * * * * STEP 4 * * * * *

Date submitted to the Board:

Disposition of the Board:

Signature/Date

Position of Grievant:

Signature/Date

* * * * * STEP 5 * * * * *

Date submitted to Binding Arbitration:

Disposition of Arbitrator:

Signature/Date

Signature/Date

Appendix F - EVALUATION OF EDUCATOR EFFECTIVENESS

SECTION VII.

Evaluation of Educator Effectiveness

EDUCATOR EFFECTIVENESS EVALUATION PROCESS

SUPPORT FOR NEW TEACHERS TO THE DISTRICT

Teachers new to the district will receive a stipend for participating in the New Teacher Mentoring Program. Teachers, as per the contract, will attend 5 days of workshops prior to the start of school. Two days will be spent orientating the new Teacher to their specific building and three days spent orienting Teachers to district initiatives. There will be follow-up workshops held throughout the year and Teachers will be expected to participate in this professional development support group throughout their first year. District-wide mentor Teachers to facilitate and oversee this program will be assigned. Building principals will assign school-wide mentors and or support teams to help with the understanding of the day to- day operations of that building.

CRITERIA AND SCHEDULE FOR FORMAL OBSERVATION

Non-Vested Teachers

Non-vested Teachers will have a minimum of three mini observations followed by coaching conversations between September and March for five years (three if previously vested in another NH district). This is in accordance with NH State Law RSA 189:14-A. The **Observation/Meeting Form** will be completed at each coaching conversation to document focus areas, strengths and weaknesses, and next steps. The evaluation summary page will be completed by March 1st of the third year of the IPLP.

Vested Teachers

Vested Teachers will have a minimum of three mini observations followed by coaching conversations between September and March of each year of the IPLP. The **Observation/Meeting Form** will be completed at each coaching conversation to document focus areas, strengths and weaknesses, and next steps. The evaluation summary page will be completed by March 1st of the third year of the IPLP.

Teacher Performance Standards: Marshall Domains and standards Rubrics

Teacher Performance Domains are listed on the observation Summary Report form and the performance standards are detailed in the Evaluation Rubrics - these are the observation domains and rubrics established by Kim Marshall for Teacher evaluation. There is also a set of evaluation rubrics for each area of educator specialization - these have been adapted from the Marshall Rubrics by the Westwood Public Schools. The Winnisquam Regional School District is adopting these domains and standards for the evaluation component on their Individual Professional Learning Plan. Prior to the first day of school, training on the plan and any subsequent changes/modifications will be conducted by the Assistant Superintendent and members of the Evaluation Committee for all Teachers, educators, and administrators in the school district. In-service training will be conducted prior to instituting changes made to this evaluation system or upon their hiring by the Winnisquam Regional School District.

The Domains to be evaluated are:

- 1) Planning and Preparation for Learning
- 2) Classroom Management
- 3) Delivery of Instruction
- 4) Monitoring, Assessment and Follow-Up
- 5) Family and Community Outreach
- 6) Professional Responsibilities.

The evaluator will rate the Teacher/faculty member in any agreed upon focus areas, as well as any areas where evidence is presented for each component of the domain, following a minimum of nine mini-observations conducted over the three-year plan.

Levels of Competency

The levels of competency for each standard of a Domain are defined as:

- 4 - Highly Effective - Master Teacher performance
- 3 - Effective - Solid, expected professional performance
- 2- Improvement Necessary - Mediocre; no performance should remain at this level
- 1- Does not meet standards -Unacceptable performance; leads to a Remediation Plan

The level of performance is determined by the indicators in the Rubrics for Effective Teaching. The objective of the Winnisquam Regional School District in pursuing excellence in education is to have all faculty members achieve a score of effective and above.

Schedule for Observation As Per WRTA Contract Item 6.6(pending negotiations in 2016-2017) In September/October of the first year of the IPLP, the supervisor will meet with the Teacher to reflect on the rubrics and identify individual focus areas for feedback. There will be a minimum of three mini-observations each year. Each observation will be followed up with feedback and a brief coaching conference. At the completion of the three-year observation process, both the administrator and the Teacher will fill out the rubric assessment and a meeting will be scheduled to review the summative ratings. The administrator will get the final document to the Teacher within 5 days of the summative meeting. The faculty member will sign the document and return it within 5 days of receiving the final document. Such signature shall only indicate receipt of the evaluation and does not reflect agreement with the contents.

If the Teacher/faculty member is dissatisfied with this observation report or conference, s/he shall be provided an opportunity to submit a response to the report, in writing, which shall be attached to the evaluation in the Teacher's personnel file. This report should be signed by the Teacher/faculty member.

SPECIALTY PERSONNEL

There are professional staff members within the Winnisquam Regional School District whose duties and responsibilities require that s/he work in a setting other than the conventional classroom. Evaluation forms with appropriate standards have been developed for these professionals. The same competency levels defined above will apply to the designated standards.

DOCUMENTED UNANNOUNCED OBSERVATION PROCESS

The administration will make three or more documented unannounced mini-observations over the course of each school year. These mini-observations may occur with any Teachers/faculty and a documented visit will be at least ten minutes in length, followed by a coaching conversation. The evaluator will set up a mutually agreed upon conference time to discuss the observation. This is to take place within 5 school days of the observation. At that meeting, both the evaluator and the Teacher/faculty member will sign an **Observation/Meeting Form** to document the conversation. The Teacher/faculty member may attach his/her own comments to the form. If at any time an evaluator notes standards rated less than effective (level 2) that are not showing improvement after three observations with coaching feedback in a three-month period, a Remediation Plan will be developed to provide additional support for improvement. See **Professional Evaluation Remediation Plan Form** in Appendices.

REMEDIATION PLAN

Purpose

The purpose of a Remediation Plan is to provide a structure for the educator and the evaluator to collaborate on helping/supporting an educator who is not meeting a standard to become competent in that standard in order to impact student growth.

Criteria

Non-tenured Teachers process:

Within a time period of 3 months with 3 mini-observations, the principal may have notable concerns regarding a pattern of behavior that are brought up with the Teacher in follow-up coaching conversations. These concerns are documented through meeting notes, with suggested resources given by the administration. It is the responsibility of the Teacher to take the initiative to make improvements and for the administrator to con. Should concerns still exist, Teacher is aware that non-renewal is a consideration. RSA- 189:14A would apply in any or all cases.

For vested/tenured Teachers:

Within a time period of 3 months with 3 mini-observations, the principal may have notable concerns regarding a pattern of behavior that are brought up with the Teacher in follow-up post-observation conversations. Administrator concerns are documented through meeting notes, with suggested resources given by the administrator. It is the responsibility of the Teacher to take the initiative to make improvements. After the third meeting, should concern still exist, the process moves to the first stage of the remediation plan to provide more focused support. RSA- 189:14A would apply in any or all cases.

Level 1 (6-8 weeks): Teacher written remediation plan developed in collaboration with and approval from the administrator. Plan, time frame and follow-up meetings will be defined in plan. Both Teacher and administrator will sign the plan. Decision to move to Stage 2 or to exit plan, is outlined in remediation plan document.

Level 2 (3-6 months): Current plan is reviewed and revised by the Administrator. The Administrator creates a revised plan, with supports and resources outlined, with non-negotiable expectations. Plan, time frame and follow-up meetings will be defined in plan. Decision to move to Stage 3 or to exit plan, is outlined in remediation plan.

Level 3 (6months-1 yr.): Administrator/Principal created plan, with Teacher mentor and second administrator support. Plan, time frame and follow-up meetings will be defined in the plan by the administrative team.

Decision to move to non-renewal or to exit plan, is outlined in remediation plan.

Once a Teacher/faculty member has reached proficiency, practice will be monitored and documented for two years. It is the expectation that the standard of practice will continue to be maintained. During that time, should a Teacher/faculty member be less than "effective" on the standard in the remediation plan, the next level plan will be put into place and the remediation process will continue. After two years, any practice on the standard that returns to less than "effective" will begin remediation on a level two plan.

NOMINATION OF STAFF

Every staff member will receive and sign the Annual Nomination Form between the period of the first Friday in March after winter break but no later than April 15th as specified by RSA 189: 14 A. In accordance with RSA 189:14a: "Any Teacher who has a professional standards certificate from the state board of education and who has taught one or more years in the same school district shall be notified in writing on or before April 15 if that Teacher is not to be re-nominated or re-elected". The School Board reserves the right to non-renew first, through fifth year Teachers who are non-vested and first through fourth year Teachers vested in another NH school district in accordance with WRTA Collective Bargaining Agreement.

In accordance with RSA 189:14a: "Any Teacher who has a professional standards certificate from the state

board of education and who has taught for three consecutive years in any other school district in the state, be entitled to all the rights for notification and hearing in paragraph 1.”

Teachers/staff will be asked to sign a form stating that they have been notified of the status of their nomination. (See appendix) Vested Teachers/staff on a Level 2 Assistance Plan will be nominated with reservation. It will remain the prerogative of the administration to determine whether non-vested staff have made sufficient progress in a reasonable period of time to be nominated. If non-renewed, no further Assistance Plan will be pursued.

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Criteria for placing a Teacher in the Hired with Reservation Status:

1. On the Level 1 Remediation Plan and not making progress and/or meeting deadlines
2. On a Level 2 or Level 3 Remediation Plan

Additionally, if a Teacher/faculty member is on a Level 1 Assistance Plan for the first time and makes progress and meets deadlines, the Teacher would not be placed in the “Hired with Reservation” status.

NOTE: Incidents of gross incompetence, immorality or insubordination will be dealt with according to School Board Policy and will not be subject to the policies and procedures of this document.

PROCESS REVIEW


Any recommendations for change to the documents or the process should be sent to the Professional Learning and Evaluation Committee by March 1st. All changes will be reviewed and presented to the WRTA and WRSD School Board for final approval by May 1st on an annual basis. The WRTA shall have the right to contribute input and to meet and confer but in any event, the Board shall make the final determination (WRTA, Article VI 6.3). Subsequent review will be conducted on a yearly basis and will be subject to the same procedure.

AGREEMENT

This agreement is entered into this 19 of March 2022 by and between the Winnisquam Regional School Board, hereinafter called the "Board." and the Winnisquam Regional Teachers Association, affiliated with the New Hampshire Education Association and the National Education Association, hereinafter called the "Association." Except as otherwise provided herein, the parties agree to negotiate subject to the provisions of RSA 273-A.

IN WITNESS HEREOF. The parties have executed this agreement on this day of 19 March as of the date and year first written above.

WINNISQUAM REGIONAL SCHOOL BOARD

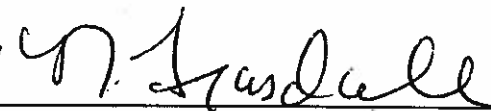
By 

Superintendent of Schools, Robert T. Seaward Jr.

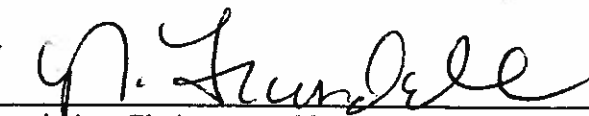
By 

Chair of WRSD School Board, Sean Goodwin

WINNISQUAM REGIONAL TEACHERS ASSOCIATION

By 

President, Nancy Trowsdale

By 

Negotiating Chairperson, Nancy Trowsdale

Agreement was reached between the parties on January 4, 2022

