

AGREEMENT

Between the

WHITE MOUNTAINS REGIONAL SCHOOL BOARD

and the

WHITE MOUNTAINS EDUCATION ASSOCIATION

July 1, 2019 to June 30, 2021

**This AGREEMENT is made by and between the School Board,
acting for the District, and the Association.**

Approved:

Jessica E. Loraiono

School Board Chairperson

May 03, 2019

Date

Angela Smith

White Mountains Education Association

5/3/19

Date

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ARTICLE I - RECOGNITION:

The White Mountains Regional School Board recognizes the White Mountains Education Association as the exclusive representative of all teachers, school counselors, librarian/media specialists and other professional staff, including department heads and nurses, who hold an appropriate credential issued by their respective state boards under their regulations governing the certification of personnel, excluding the superintendent, assistant superintendent, business administrator, principals, career technical education directors, supervisors, administrators, central office personnel, and other administrative personnel excluded by RSA 273-A. Benefits for part-time employees are prorated per their percentage of full-time equivalency.

Both parties recognize that any new position or job description will be reviewed by the parties to see if said position or job description is covered by this Agreement. If the parties are unable to agree, then either party may submit the issue to the PELRB. Both parties agree that until a decision is rendered, the new position or job description will be considered outside of the scope of this Agreement. Once the PELRB's decision is rendered, it will be binding on the parties in the subsequent Agreement, unless otherwise agreed to by the parties.

The White Mountains Education Association agrees to represent equally all employees without regard to membership in the White Mountains Education Association.

This recognition shall not preclude any employee, on an individual basis from consulting, communicating, or otherwise dealing directly with the School Board on his or her own behalf on matters not in contravention of this Agreement.

“Teachers” in the agreement means all employees referenced in the recognition clause.

ARTICLE II - NEGOTIATIONS:

A. Initiation

Either the Association or the School Board, if desiring to bargain, shall serve written notice of its intention on the other party by October 1, by certified mail and/or electronic mail (email) or hand delivery. The White Mountains Education Association shall make known to the School Board, in writing, all items relating to salaries, economic benefits, and other items and conditions of employment it wishes to negotiate at the first meeting, which will take place no later than October 15.

B. Meetings

Meetings shall be arranged by the chairman of the respective parties' negotiating committees for mutually agreeable times and places. Every effort will be made

by the chairman of each negotiating committee to meet after the business hours of the school board members and teachers.

C. Information

Facts, opinions, proposals, and counter-proposals shall be exchanged freely and in good faith in accordance with RSA 273-A:3 I, as amended in “New Hampshire Education Laws” during the meeting or meetings between the representatives of the parties in an effort to reach mutual understanding and agreement. Upon request, the School Board will make available to the White Mountains Education Association for inspection, all information which is a matter of public record and which is pertinent to the negotiations in question. The White Mountains Education Association may request through the superintendent, copies of the above information which will be provided to the White Mountains Education Association by the first workday of school at the cost of duplicating said information.

D. Agreements

Agreements on any item or proposal shall be tentative and binding on neither party until all matters to be considered for a given contract period have been agreed to, reduced to writing, and ratified by a majority vote by the full membership of the Association and the School Board. Rejection of any item or proposal by either body shall be cause for reopening of negotiations. Upon ratification, this Agreement shall be signed by the chairman of the School Board and the Association’s negotiating committees.

Implementation of any negotiated item involving district funds shall be subject to the raising and appropriating of sufficient funds by the voters of the district in accordance with RSA 273-A:311 as amended in the “New Hampshire Education Laws”.

E. Impasse Resolution

If the School Board and the Association have not come to at least a tentative agreement on all terms and proposals before them by the first Friday of December, a neutral party, chosen by the parties, or failing agreement, appointed by the State Public Employees Labor Relations Board, shall undertake to mediate the issues remaining in dispute. The mediator will meet with both parties, either jointly or separately, and will take such steps deemed appropriate to affect a mutually acceptable agreement. Every effort will be made by the chairman of the School Board’s negotiating committee and the chairman of the White Mountains Education Association’s negotiating committee to meet with the mediator after business hours of the school board members and teachers for the purpose of resolving the conflict.

- F. If the mediation does not result in an agreement by the third Friday of December, either party may, by written notification to the other, request that their differences be submitted to fact finding. If the parties are unable to agree upon a fact finder, either party may request that the PELRB designate a fact finder. The fact finder will not, without the consent of both parties, be the same person who was appointed mediator pursuant to Paragraph E of this article.

The fact finder will meet with the parties or their representatives or both, either jointly or separately, make investigations, inquiries, hold hearings, or take such other steps deemed appropriate. Any such hearings will be held in closed session. If the dispute is not resolved, the fact finder shall make findings of fact and recommend terms of settlement regarding the disputed matters submitted. Said recommendations will be advisory only, and shall be made within thirty days of their appointment. The fact finder or either party may make such findings and recommendations public ten days after receipt of the fact finder's report. If either of the negotiating teams rejects the fact finder's recommendations, such findings and recommendations shall be submitted to the full membership of the School Board and the White Mountains Education Association, which shall vote to accept or reject the recommendations.

- G. If either the full membership of the School Board or the White Mountains Education Association rejects the neutral parties' recommendations, the findings and recommendations shall be submitted to the voters of the White Mountains Regional School District at its District Annual Meeting, who shall vote to accept or reject the recommendations. If impasse on the items in question is not resolved by a vote of the district at its Annual Meeting, negotiations on these shall be reopened. Mediation may be requested by either the School Board or the Association, and may involve the full membership of the School Board if the mediator so chooses. The School Board and Association agree to share equally in all costs of mediation and fact-finding. The parties, moreover, agree that impasse resolution procedures shall not be invoked prematurely or for trivial reasons.

- H. Nothing in this article shall be construed to prohibit the White Mountains Education Association and the School Board from reaching agreement at any time between declaring impasse and budget submission. It is agreed that any agreement entered into by the School Board's negotiating committee is subject to ratification by the School Board and the White Mountains Education Association. If the school district does not fund the cost item warrant article as submitted, the negotiations will resume.

ARTICLE III - MEDICAL/DENTAL INSURANCE:

Medical Insurance:

Members of the Unit may subscribe to SchoolCare Yellow with Choice Fund or SchoolCare Yellow without Choice Fund.

For the 2019-2020 and 2020-2021 school years, the district will pay an amount equal to the lesser of 90% of the SchoolCare Yellow with Choice Fund (for a single, two-person or family plan) or the cost of the plan, for the plan that is chosen.

For members who elect a plan not offered through the District, the member must provide proof of coverage under such plan each year and the District shall not pay any portion of the premium for that plan. Each year on or before July 1, a member who previously had elected a plan not offered through the District may replace that plan with a plan offered through the District. Each year that a member (1) elects a plan not offered through the District that is not subsidized (e.g. under the Patient Protection and Affordable Care Act) and (2) provides proof that the member and all family members the member will claim as tax exemptions have minimum essential coverage outside the individual market, he/she shall receive a bonus. The amount of the bonus shall be \$2,000 minus any penalty imposed upon the School District because the employee receives an insurance subsidy (e.g. under the Patient Protection and Affordable Care Act); however, in no event shall the District hold the member liable for more than the amount of the bonus. The bonus shall be paid during the school year.

The employee shall notify the superintendent of his/her intent of continuing health insurance during the leave prior to actually going on a leave of absence.

Dental Insurance:

The district shall make available CIGNA dental insurance for single coverage with the following plan structure:

1.	Coverage A	Diagnostic and Preventative Care	100%
2.	Coverage B	Basic Restorative Care	80%
3.	Coverage C	Major Restorative Care	50%
4.	Coverage D	Orthodontia	50%

The maximum amount that the plan pays per year is \$1,000 per person. Coverage D has a separate \$1,500 lifetime maximum for each eligible person.

Additional coverage for two-person or family coverage may be purchased at the employee's expense.

ARTICLE IV - LIFE/DISABILITY INSURANCE:

The School Board will pay 100% of an insurance package which will include \$35,000 Life Insurance; \$35,000 Accidental Death Benefit; Dismemberment and Loss of Sight Insurance (twenty-four hour coverage). Amounts will be reduced 50% beginning at age 65.

Monthly disability insurance will be equivalent to 2/3 of monthly earnings, up to \$3,500 per month. Maximum duration of payment is five years. For accidents and/or sickness, benefits begin on the 90th calendar day, or after accumulated sick leave is exhausted, whichever is greater. Selection of an insurance carrier will be at the sole discretion of the School Board.

ARTICLE V - BEREAVEMENT LEAVE:

Pay shall not be deducted for absences related to death in the immediate family, as defined below. Such paid absence shall not exceed five (5) consecutive workdays at any one time for the death for a mother, father, brother, sister, child, grandparents, and grandchildren, or spouse unless, because of unusual circumstances, the superintendent and/or the School Board may extend the period. The paid absence shall not exceed three (3) consecutive workdays at any one time for the death of a son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparents-in-law, sister-in-law, brother-in-law. Subject to the sole discretion of the superintendent, for other persons with whom an employee has a particularly close personal relationship the paid absence shall not exceed one (1) workday.

ARTICLE VI - OTHER LEAVE:

National Guard or reserve unit members shall be entitled to pay differential and continued benefits for annual training or active duty except on dates on which school is not in session.

Bargaining unit members on jury duty shall be entitled to pay differential and continued benefits while fulfilling this duty. Following receipt of payment from the court, the person on jury duty will submit payment to the school district in an amount equal to the stipend but excluding reimbursement for expenses.

ARTICLE VII - PERSONAL AND SICK LEAVE:

Twelve (12) paid sick days per year, accumulative to ninety (90) days. Three (3) paid personal days per year (non-accumulative), with no reason provided. Notification must be given twenty four (24) hours prior to the taking of the personal leave, except in emergencies, with approval of the building administrator or the superintendent. Personal leave shall not be used to extend vacation time or holiday/three-day weekends, except with the approval of the superintendent.

A physician's or osteopath's certificate of health, or of any illness, may be required after an absence of five (5) consecutive days, or if the superintendent feels there is an abuse of the sick leave policy. Failure to present a certificate when requested may mean that the employee will not be allowed to work or that his/her pay will be withheld pending compliance. Pregnancy, childbirth, and complications resulting therefrom shall be treated in accordance with applicable state and/or federal law.

Sick leave may be taken for a spouse, parent or minor children for whom the employee is legally responsible.

Shared Sick Leave:

A shared sick leave policy will be established for the benefit of those professional employees whose accumulated sick leave for illness becomes exhausted.

Any teacher wishing to contribute sick leave to a recipient teacher must make their request in writing to the Sick Leave Committee. Any employee who has accumulated more than ten days of sick leave is eligible to share days with another employee. An employee may not donate more leave than he or she could earn in one year. Additionally, the amount donated must not reduce the donor's sick leave balance below one-half of what that person can earn in the year.

Any teacher requesting shared leave must submit a written request to the Sick Leave Committee including a doctor's statement indicating the nature of the illness and the projected amount of time needed for sick leave. The recipient teacher must have exhausted all available sick leave and have been absent for at least five consecutive days. Five-day period may be waived by Sick Leave Committee. This leave may be used by the teacher or for their care of their spouse, child, stepchild, or minor child for whom the teacher has legal guardianship and is living within the household.

The sick bank will be administered by a committee of three members of the association appointed by the president. This committee will promptly notify the office of the superintendent in writing of any benefits duly approved by the committee, such days will be deducted from the contributing employee and added to the recipient's number of sick days.

The superintendent may reject the request for shared sick leave and return the request to the committee if the request does not comply with the tenets of this article. Shared leave may not exceed 90 days for the teacher and is capped at 45 days for other family members listed above.

ARTICLE VIII - PROFESSIONAL LEAVE/GROWTH/REIMBURSEMENT:

A. Professional leave shall be granted, at the sole discretion of the superintendent, for purposes of professional employee growth and for carrying out school functions. Examples of professional leave are school visitations, conferences which pertain to the employee's subject area, educational trips, receiving a degree, and professional examinations. Such absences shall not exceed three (3) days in any school year unless, because of unusual circumstances, the superintendent and/or the School Board shall extend the period.

B. Reimbursement will be paid for the following expenses if incurred while taking professional leave:

Meals: \$50.00 per day; receipted bills required; no alcohol allowed.

Mileage: Current IRS mileage rate for any trip.

Over 500 Mile Radius: Reimbursement and mode of travel is determined by the participant and superintendent. It is expected that car pooling will be done insofar as possible.

Note: The superintendent shall review the above expenses and may approve a larger reimbursement.

Lodging: Allowance up to lodging available at meeting site; receipts required.

Other Expenses (registration fees, dues, etc.): Allowable if a necessary prerequisite of conference; receipts required.

Request of Leave: Forms will be prepared by the participant showing estimated expenses for the approval of the building principal, who will submit them to the superintendent for final approval.

Request for Reimbursement: Forms with receipted bills will be submitted to the building principal for approval, and then to the superintendent/designee for approval, payment, and disbursement, upon return from the conference.

C. Members of the bargaining unit shall be reimbursed up to the current UNH credit hour rate for registration and tuition fees only for up to twelve (12) graduate and/or undergraduate credits per fiscal year taken to increase a teacher's knowledge and instructional performance or if asked in writing by the district to assume new or additional responsibilities. The teacher may also

request and get pre-approval from the district to pursue an area of study that would meet a district need. Members of the unit may also be reimbursed for special training programs attended by the member at the request of the superintendent. Reimbursement will be paid only for a course approved in advance by the superintendent or the superintendent's designee and only upon satisfactory completion of that course with a minimum grade of B or its university approved equivalent. Reimbursement for undergraduate credits is only available to members without a degree.

The Board shall allocate a total of \$54,000 for each contract year. If these funds are insufficient to cover the costs, individual reimbursement to unit members shall be prorated. Initially the allocation shall be set at 25% each for the summer, fall, winter and spring terms.

If there is a balance in the total account at the end of each fiscal year, prorated reimbursements authorized earlier will be supplemented up to the limit of the allocation. If there is still a balance remaining after all courses have been reimbursed up to the full UNH rate per credit hour, then the remaining funds will be proportionally divided between those who are not yet fully reimbursed up to the full cost per credit.

To qualify for reimbursement, the bargaining unit member must submit written application (via Frontline-Professional Growth or e-mail) by May 20 for courses to be taken in the summer term, by September 1 for courses to be taken in the fall term, by December 10 for courses to be taken in the winter term, and by January 10 for courses to be taken in the spring term. Decisions concerning course approval and the amount of reimbursement authorized will be made by the superintendent or the superintendent's designee within fifteen (15) days following each of these dates. If the application deadline is missed, any reimbursement which is authorized will be taken from the allocation for the following term.

Bargaining unit member is responsible for notifying the central office if they decide not to enroll in a course that has been pre-approved for reimbursement.

Reimbursement will be made within forty-five (45) days following the individual's submission to the Superintendent's Office of satisfactory completion of a course (grade transcript) and proof of payment for registration and tuition fees for the course. Proof of payment must be a detailed financial statement from the educational institution. Member will not be reimbursed for any costs not incurred by them (i.e. scholarships, grants, etc...).

If the member chooses to leave the employment of the White Mountains Regional School District for employment elsewhere within 1 year after the end of the classes for which the member is reimbursed, the District shall require a refund of the reimbursements that were given within 12 months of departure.

ARTICLE IX - VOLUNTARY DUES DEDUCTIONS:

The Board agrees to deduct from the salaries of its employees, dues for membership in the White Mountains Education Association, the NEA-NH Association, and National Education Association, as said employees voluntarily authorize the Board to deduct and to transmit the monies promptly to the White Mountains Education Association. Employees who elect to have dues deducted may authorize these deductions by completing the appropriate form on or before November 1st. Those who choose continuing deductions shall be required to submit the appropriate form and the district shall place the form on file.

ARTICLE X - JURISDICTION AND AUTHORITY OF THE BOARD:

The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over all matters of policy and retains the unrestrictive right (a) to direct and manage all activities of the school district; (b) to direct the work of their employees; (c) to hire, promote, and to suspend all employees; (d) to maintain the efficiency of the school district's operations entrusted to them; (e) to relieve employees from duties because of lack of work or for other legitimate reasons; (f) to determine the methods, means, and personnel by which the operations of the schools are to be conducted; (g) to take any actions as may be necessary or desirable to carry out the mission of the White Mountains Regional School District in emergencies; and (h) to adopt and implement any rule or regulation concerning employee practices or working conditions, provided it does not conflict or violate any terms of this Agreement or RSA 273-A.

ARTICLE XI - FAIR TREATMENT:

No employee shall be disciplined without receiving a supportive statement of fact for said disciplinary action. Information forming the basis for disciplinary action shall be available to the employee and/or his/her designee. Inasmuch as possible, a letter or warning will be sent to the employee before disciplinary action is taken. The employee shall be provided with an opportunity to read and sign this letter prior to placing it in his/her personnel file. His/her signature does not indicate that he/she agrees with it. The Association and the School Board agree that there are circumstances when no written warning or letter is necessary prior to disciplinary action being taken. An employee may submit a response in writing and have it attached to the written warning or letter to be placed in his/her personnel file.

The parties agree that discipline should normally be progressive and corrective in nature.

ARTICLE XII - PARENT/TEACHER CONFERENCES:

The Association and the School Board recognizes the importance and the value of parent/teacher conferences for the education of students. The Association and the School Board agree that every effort will be made to accommodate parent schedules to enable teachers to meet and discuss a child's progress in school. To this end, a minimum of two (2) parent/teacher conferences will be held, with one (1) scheduled each semester, included within the work year. If teachers finish conferences before the ½ day parent conference day, they may leave at the student dismissal time on the half day.

ARTICLE XIII - EMPLOYEE EVALUATION:

The parties recognize the importance and value of a procedure for assisting in evaluating the progress and success of both newly employed and experienced personnel for the purpose of improving instruction. Therefore, to this end, the following procedures have been agreed to in an effort to accomplish this goal.

A. New Teachers (Non-Tenured)

Both parties recognize the responsibility to assist new teachers. During the first three weeks of school, the White Mountains Regional School Board, through its principals, shall orient all new teachers regarding evaluative procedures and School Board teacher performance evaluation system adopted by the School Board. All monitoring or observation of the performance of a teacher shall be conducted openly. All new (non-tenured) teachers shall receive a summative evaluation once during each year that the teacher is in probationary (non-tenured) status. As part of the summative evaluation, these teachers will receive at least 2 formal observations. Whenever the building principal or superintendent feels more evaluations or observations are necessary, he/she has the right to exercise this discretion.

B. Non-Probationary Teachers (Tenured)

All tenured teachers shall receive a summative evaluation every third school year (Re-certification year). Whenever the building principal or the superintendent feels more evaluations or observations are necessary, he/she has the right to exercise this discretion. As part of the summative evaluation, these teachers will receive at least 2 formal observations.

C. Self-evaluation

In a year a teacher is not scheduled for a summative evaluation as provided in paragraphs A and B above, the teacher shall complete a goal setting exercise on or before October 1 and a self-evaluation on or before March 1 each year. In addition, a teacher may request a formal summative evaluation by written notice to their supervisor on or before December 1 in any school year.

A written observation report shall be presented to the employee within ten (10) calendar days after an observation. A conference may be requested by either the supervisor or the employee and must occur within seven (7) calendar days after the request is made, unless mutually agreed otherwise. The employee must sign and return the observation report within ten (10) calendar days of receiving it. Signature only indicates that the observation report has been read, and does not necessarily denote agreement with the content of the report. If the form is not returned within ten (10) calendar days, then the form is considered accepted. If the employee wishes to attach any additional information, it must be included with the returned, signed observation report. The returned form along with any addenda will be copied in triplicate, one copy to the employee, one copy to the supervisor, and one copy to the Superintendent's Office.

All summative evaluations must be completed on or before March 15 of each school year. Summative evaluations may include but shall not be limited to a compilation of reports, observations, and/or memoranda made by the principal, assistant principal or designated administrator.

The evaluation report must have one of the following recommendations to the superintendent:

- a) Recommended for continued employment with scheduled increment.
- b) Recommended for continued employment with improvement plan, with scheduled increment.
- c) Recommended for continued employment with improvement plan (no scheduled increment).
- d) Not recommended for continued employment.

If an employee receives a "b" or "c" evaluation with areas of needs/concerns, the supervisor may develop an improvement plan within 10 calendar days. It shall include:

- a) specific areas in need of improvement,
- b) available support to help address the identified needs,
- c) how and when improvements will be measured and evaluated, and
- d) possible consequences for failure to improve.

Within ten (10) calendar days of receiving this, the employee will meet with the supervisor to finalize and sign the plan.

If they are placed on an improvement plan, the plan must be specific and reasonable. The plan shall prescribe: how the teacher can demonstrate results, how the evaluator will measure results, and how much improvement is enough. An in-district WMEA representative chosen by the teacher may be present at every evaluation conference concerning an improvement plan.

ARTICLE XIV - RETIREMENT:

A. Three-Year Notification

A teacher in the White Mountains Regional School District will receive, in addition to his/her regular contractual remuneration according to Schedule A of this Agreement, an additional \$4,000 per year for up to each of the last three (3) years of service upon written request to the superintendent of schools of his/her intent to retire. The notification shall take place no later than June 30th of the year prior to participation. The teacher would receive \$12,000 for three years' notice, \$8,000 for two years' notice, and \$4,000 for one years' notice. The notification to the superintendent of the intended retirement date will be final and binding upon the teacher. Participation in part A precludes participation in part B.

A teacher who intends to take advantage of this section must first meet the following qualifications:

1. The teacher must have accrued a minimum of fifteen (15) consecutive years (hires prior to 7/1/19 must have accrued a minimum of ten (10) years) of full-time teaching experience in the White Mountains Regional School District by the date of retirement; and
2. Either of the following criteria must apply by the date of retirement:
 - a. The teacher must have twenty (20) years total full-time teaching experience; or
 - b. The teacher must reach fifty-five (55) years of age.

The above benefits will not be retroactive and shall only be exercised once.

B. Buyout

Notification shall take place no later than November 1st of the final year of service. The notification to the superintendent of the intended retirement date will be final and binding upon both parties. Participation in part B precludes participation in part A.

1. Eligibility
 - a. Teacher must be at least 55 (hires prior to 7/1/19 must be at least 50) years of age by the date of retirement, and must not be participating in part A;

- b. Teacher must have a minimum of fifteen (15) consecutive years (hires prior to 7/1/19 must have a minimum of ten (10) years) experience as a full-time teacher at WMRSB;
 - c. Teacher must not have exercised this option previously.
 - 2. Amount of Buyout
 - a. Base amount of stipend is \$15,500.00;
 - 3. Deductions from Buyout
 - a. The buyout shall be considered wages;
 - b. The school district shall pay all normal payroll contributions on the buyout;
 - c. The teacher shall pay all normal payroll deductions on the amount of the buyout. The buyout shall be paid to the teacher seventy-five (75) days after June 30, in the year in which they retire.
- C. The School Board may choose to rescind an early retirement/buyout request on a non-precedent setting basis, and the decision of the School Board shall be non-grievable, final and binding.

ARTICLE XV - REDUCTION IN FORCE:

- A. Reasons for Elimination of Certified Staff Positions

When the School Board finds it necessary to reduce the number of certified full-time and/or part-time positions for reasons of declining enrollments, budget reductions, change in or consolidation of Board authorized programs, or for any other reason determined necessary or desirable by the School Board, the following reduction in force policy will be implemented.
- B. Notice
 - 1. As soon as reduction in force is seriously contemplated, the Superintendent of Schools shall notify the President of the Association and the teachers in the specific classifications within which it is contemplated a position will be eliminated. The affected teacher(s), along with a WMEA representative, may provide the Superintendent with information pertaining to the criteria listed in Article XV C. 4 below. For purposes of reduction in force, all teachers will be classified according to the N.H. DOE Endorsement area and their assignment at the time of the RIF.
 - 2. The School Board will review any presentations regarding the reduction in force from the Association, individual teachers, or the public.
 - 3. The decision to implement the reduction in force shall be the sole discretion of the School Board.
 - 4. When a final determination has been made as to the reduction of the work force and as early as is possible, the Superintendent of Schools shall communicate that decision in writing to those staff members involved.

5. In the event that an employee's position is subject to a Reduction in Force, and that employee is eligible to request a Retirement Buyout pursuant to Article XIV Section B, the timeline for notification shall be waived and the employee shall have the option of reclassifying the separation as a retirement and receive all benefits associated with the Retirement Buyout.

C. Procedures for Determining Reduction in Force

1. The School Board will make every reasonable effort to minimize the effects in reduction in force on the current staff by absorbing as many positions as possible through attrition (retirements, resignations, refusals of contract, leaves of absence).
2. If further reductions in staff are necessary, the School Board shall retain those teachers who, in its sound judgement, will be the best teachers for the school system and students it serves.
3. Specifically, the School Board does not condone "bumping." The best teachers shall be retained.
4. In making staff reduction decisions among certified staff, the Superintendent will consider all the criteria listed below:
 - a. Qualifications to teacher particular subjects or grades as determined by New Hampshire Certification Standards.
 - b. Teacher experience at a particular grade level.
 - c. Previous experience in teaching specific courses.
 - d. Professional preparation beyond minimum standards and the recency of such preparation.
 - e. Academic preparation beyond minimum standards.
 - f. Total teaching performance as determined by previous evaluations.

If all the preceding factors are equal, the staff member with the least seniority, seniority defined as the total number of years continuously employed in a position in this bargaining unit, will be terminated.

This reduction in force procedure is the only procedure that may be used in a reduction of force. No other personnel action, other than a reduction in force, may be considered under this policy.

D. Recall Rights

Teacher(s) who have been terminated because of reduction in force shall be called back in reverse order of their termination, if certified and qualified for the opening. There shall be a one-year limit on recall rights. A teacher who refuses a job offer for a position for which the teacher is qualified and certified shall be dropped from the recall list. Letters from the Superintendent or his or her designee announcing job openings will be sent certified mail to the last known

address of the teacher.

Teachers being recalled shall retain all previously earned seniority and accrued sick leave.

The personnel file of a teacher laid off due to economic reasons, including declining enrollment, shall indicate that such was the reason for the lay-off.

ARTICLE XVI - CHILDREARING LEAVE:

It is agreed that the district shall grant childrearing leave to all employees who qualify under the following provisions:

- A. Except in cases of emergency, childrearing leave must be requested in writing by the applicant at least thirty (30) calendar days prior to the date the leave is to commence.
- B. All personal benefits accrued, including seniority, will be retained during childrearing leave, unless the person concerned does not renew her employment as required below. Upon return from childrearing leave, the leave recipient shall be placed in the same position on the salary schedule as she would have been had her employment in the district been continuous during the period represented by the leave.
- C. Childrearing leave will be granted for a period not to exceed one (1) year. The request for such a leave must include the length of time desired. Leave time granted will be determined by the School Board upon recommendation of the principal through the superintendent. However, this period may be extended at the sole discretion of the School Board, upon receiving written request by the leave recipient's physician, or to preserve continuity of instruction by having the leave recipient renew her employment at the commencement of a school semester or quarter. An employee must notify the superintendent through the principal of her intent to return or not return by March 15, preceding the beginning of the school year.
- D. The district will have discharged its entire responsibility under this policy by offering reemployment to the leave recipient within the time limits established in (C) above.
- E. Reemployment will be guaranteed no later than the expiration date of the leave granted, unless extended by the School Board as noted in (C) above.

All childrearing leaves will be granted without pay.

The employee shall notify the superintendent of her intent of continuing health insurance during the leave prior to actually going on childrearing leave. An employee may continue her health insurance at her expense (group rate). The premium must be paid to the Superintendent's Office by the 18th of the month prior to the month of coverage (payment in advance). An employee returning to the district shall be reimbursed for the school district's percentage (%) of health insurance contribution, after the completion of two (2) full years of employment with the school district.

An employee shall be granted up to one (1) year unpaid leave of absence for the purpose of adopting a child 12 years old or younger and may be granted up to one (1) year of unpaid leave of absence for adoption of a child over the age of 12 at the discretion of the superintendent.

ARTICLE XVII - WORK YEAR/WORK DAYS:

The work year shall be 185 days. No more than three (3) consecutive days, two (2) of which will be for professional development and one (1) will be exclusively for classroom/workspace preparation, shall be scheduled.

In the event school closures result in fewer instructional days at the end of the school year, one (1) non-instructional day will be used exclusively for classroom/workspace breakdown and clean up.

All teachers shall be provided with a duty-free, 30-minute lunch period scheduled at a time when food service is available.

All teachers shall have a planning period each school day.

ARTICLE XVIII - ASSOCIATION BUSINESS:

Up to a total of five (5) days leave, noncumulative per year, without loss of pay or benefits, shall be granted to Association representatives for attendance at any of the following: The NEA-NH Delegate Assembly, a NEA-NH workshop, a NEA workshop. In addition up to three of these days may be used for NEA-NH governance work with WMEA or NEA-NH reimbursing the district for the cost of the substitute. This leave shall be granted for these functions only.

The building principal shall be notified at least ten (10) workdays prior to the leave date, in writing, and as to the date and reason for the leave. No more than two (2) Association representatives shall be absent on the same date from the same building. If substitute is required for Association representative(s) to attend Association business, the Association will reimburse the school district at appropriate rate.

At the conclusion of school-wide faculty meetings, the building principal/designee will announce that the Association will be granted five (5) minutes time for making general announcements. Faculty members/employees shall not be required to remain in attendance.

ARTICLE XIX - WEAPON-FREE SCHOOL ZONE:

Notwithstanding tools, cutlery, machinery or other equipment used in the normal delivery of classroom services, no bargaining unit employee will be required to possess, carry, or use a weapon of any kind in the course of his/her employment. A weapon includes, but is not limited to, a firearm, knife, self-defense spray or ammunition. This prohibition applies to any time spent by a bargaining unit employee performing job-related duties, including but not limited to those during the normal workday, extracurricular activities, field trips, preparation periods or other school or district activities. A bargaining unit employee's refusal to possess, carry, or use a weapon shall not be used as a factor to evaluate an employee, in determination of an employment decision (e.g., hire/termination, vacancy/transfer), or be a part of or lead to disciplinary action.

ARTICLE XX - BUILDING TEAM LEADER AND TEACHER LEADER:

A. Building Team Leader

To be paid one percent (1.0%) of the base salary on the teachers' schedule plus one-half of one percent (0.5%) of that base salary per teacher assigned to his/her building team, not to include him/herself. Minimum reimbursement shall be two percent (2.0%) of that base salary.

B. Teacher Leader

To be paid in addition to their regular salary the sum of \$5,500.00 as a stipend for additional duties and responsibilities outside of the school day, as described in the Teacher Leader job description.

Additional duties and responsibilities specifically exclude supervision, evaluation and discipline of any bargaining unit member. Any data collected, whether formal or informal, as part of their respective duties shall not be used for the creation of, or included in, any evaluation. Evaluation for purposes of this agreement includes but is not limited to a summative evaluation for the purpose of advancement. Directing these employees to complete such actions shall be considered a violation of the Collective Bargaining Agreement, and shall be grievable.

ARTICLE XXI - HIRING, PLACEMENT AND SUPPLEMENTARY PAY FOR TEACHERS:

A. A policy of hiring and retaining teachers with degrees will be followed, insofar as possible, in order to enhance the productivity of the educational staff. No non-degree teacher will be hired, except qualified CTE instructors.

- B. A single salary schedule for all classroom teachers is adopted.
- C. No teacher is to be given a scheduled increment without definite recommendation from one or more of the following: principal, assistant superintendent, superintendent.
- D. Any new teacher hired by the district, who may have continuous teaching experience outside the district in a certified public school or private school, may be eligible for advanced placement on the salary schedule. Other teaching and related work experience may also be considered towards initial placement of a person on the salary schedule. Once a person is hired and placed on step, that shall be their true step, and further placement on the salary schedule will be strictly in accordance with the provisions of this Agreement.
- E. A teacher who will not be rehired will be notified by April 15th of the current year as provided in RSA 189:14. A teacher who will not receive a regularly scheduled salary increment will be notified by the same date.

Teachers will be given written notice of their tentative assignment for the succeeding year no later than May 15th (or the next work day thereafter), except under extenuating circumstances.

- F. Differential for Professional Staff Other Than as Classroom Teachers: Additional or summer employment is negotiable with the superintendent or designee.
- G. All employees as defined in Article I shall receive the following yearly longevity stipend for uninterrupted service in the district.

<u>Years</u>	<u>Stipend</u>
Beginning with 6 to 10	\$ 600
11 to 20	\$1,200
21 to 30	\$1,600
31+	\$2,000

This benefit shall not be retroactive.

- H. Teacher(s) that are designated and approved by the Board to be mentors shall receive an annual stipend of \$750.00 per teacher mentored.

Teacher(s) designated and approved by the Board to be mentoring program leads shall receive an annual stipend of \$2500.00. If a program lead mentors a teacher, then he/she shall receive an annual stipend of \$750.00 per teacher mentored.

In the year(s) that the District offers a Mentoring Training, the program leads that facilitate this training may be provided the stipend as in Article XXI: J.

- I. Teachers will advance on the salary lane if, and only if, they:
 - a. Provide written notice to the superintendent on or before December 1 of the year prior to the lane change that the employee expects to qualify for the lane change; and
 - b. Prior to August 1 of the school year of the lane change, the employee has completed the necessary degrees or credits to qualify for the lane change; and
 - c. Prior to August 15 of the school year of the lane change, the employee has filed with the Superintendent's Office transcripts documenting completion of the graduate degree or credits qualifying for the lane change.

Note: Applicable to credits earned post degree only for lane movements to B+15, M+15 and M+30.

- J. Summer Workshops and Training:

If, at the written request of the superintendent or his/her designee, an employee attends trainings, workshops or other professional opportunities, offered by the district, and outside the contractual days in Article XVII, the teacher shall receive pay at a rate of \$100 per day prorated to part of a day.

ARTICLE XXII - POSTING OF TEACHER JOB OPENINGS:

When a vacancy exists, and the School Board has made the determination to fill the vacancy, the SAU 36 website will release the official announcement through district-wide e-mail. Employees who are interested in being considered for vacancies announced must apply on School Spring.

ARTICLE XXIII - DURATION:

This Agreement shall be effective as of July 1, 2019, and shall continue in effect until June 30, 2021, subject to the Association's rights to negotiate over a successor Agreement as provided in Article II of this Agreement. This Agreement shall not be extended orally, and it is expressly understood that it shall be automatically renewed and remain in full force and effect unless either party notifies the other of its intent to terminate or modify the terms of this Agreement. The Board or the Association may reopen negotiations on salaries and medical insurance to address discrimination penalties, if any, under the Affordable Care Act.

ARTICLE XXIV - GENERAL PROVISIONS:

- A. This Agreement may be altered, changed, added to, or deleted from, or otherwise modified only through the mutual consent of the School Board and Association in written and signed amendment to this Agreement.
- B. Any individual contract between the School Board and an employee hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract subsequently executed contains any language inconsistent with this Agreement, this Agreement shall be controlling.
- C. The provisions of this Agreement, and any amendments or appendages thereto, shall supersede those of all pre-existing School Board and Association agreements dealing with the subject matter contained herein.
- D. Any other agreements negotiated, ratified, and signed by the School Board and the Association or the designated representatives of the parties in accordance with the procedures herein specified, shall be appended to this Agreement and become a part thereof.
- E. Each employee shall be provided with a copy of this Agreement and any amendments or appendages thereto at the time of issuances of individual contracts to employees.

ARTICLE XXV - SAVINGS CLAUSE:

- A. If any provisions of this Agreement are, or shall at any time be contrary to law, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law.
- B. In the event that any provision of this Agreement is or shall be contrary to the law, the parties shall meet under mutually agreeable conditions to discuss appropriate replacement language. All other provisions of this Agreement shall continue in effect.
- C. The terms and conditions of this Agreement shall not be modified, amended or altered in any way, unless made in writing and signed by both parties.
- D. Except as this Agreement shall otherwise provide, all terms and conditions as dictated by School Board policy applicable as of the effective date of this Agreement shall continue to be so applicable during the terms of this Agreement.

ARTICLE XXVI - GRIEVANCE PROCEDURES:

- A. “Grievance” means an alleged violation, misinterpretation, or misapplication with respect to one or more members in the bargaining units as defined in Article I of the Association or any provisions of this Agreement. Only claims based on interpretation, meaning an application of any provisions of this Agreement, shall be construed grievances under this article. A grievance to be considered under this article must be initiated within twenty calendar days of its occurrence. A grievance may be started at the level of occurrence, but in no case shall it be started higher than the level of the superintendent.
- B. **Level I - Principal**
The grievant shall discuss the matter with his/her immediate supervisor, with the aim of resolving the grievance informally at that level. If the grievance is not resolved, or if no decision is forthcoming from the supervisor within seven (7) days, the grievant may reduce the grievance to writing, detailing the nature thereof, any action taken thus far regarding it, his/her reasons for pursuing it further, and submit his/her appeal to the proper building principal within seven (7) calendar days; otherwise, the grievance shall be considered withdrawn. The building principal shall meet with the grievant to seek resolution of the grievance within seven (7) calendar days of receipt of the written appeal and shall convey his decision in writing to the grievant within seven (7) days thereafter.
- C. **Level II - Superintendent**
If the grievance remains unresolved, or if no written decision is forthcoming from the building principal, the grievant may, within seven (7) calendar days of such time as he or she did or should have received a written decision from the building principal, appeal the grievance to the superintendent of schools; otherwise, the grievance shall be considered withdrawn. This appeal shall be in writing, presenting all particulars regarding the grievance, as outlined in Level I, and shall have appended copies of all correspondence and other documents relative to the grievance. The superintendent shall meet with the grievant within seven (7) calendar days of receiving the appeal and a further attempt to resolve the grievance, and shall convey his/her decision, in writing, to the grievant within seven (7) calendar days of receiving the appeal and a further attempt to resolve the grievance, and shall convey his/her decision, in writing, to the grievant within seven (7) calendar days thereafter, with copies provided to both the building principal and supervisor.
- D. **Level III - School Board**
If the grievance still remains unresolved, or if no decision is forthcoming from the superintendent, the grievant may, within seven (7) calendar days of such

time as he/she did or should have received a written decision from the superintendent, appeal the grievance to the School Board. This appeal shall be in writing, present all particulars regarding the grievance to date, have appended all correspondence or documents relating thereto, and be sent to the chairperson of the School Board. The School Board, no later than its second regularly scheduled meeting after receiving the appeal, shall review the grievance with all concerned parties. Within fourteen (14) calendar days thereafter, the School Board chairperson shall notify the grievant and all concerned parties of the School Board's decision in writing through the superintendent of schools.

E. If the employee or the Association is not satisfied with the decision of the School Board, then the employee or the Association may take whatever action they may deem appropriate.

F. General Provisions

A grievant shall be entitled to Association representation at any and all levels of the grievance procedure as herein provided. The School Board and the Association shall assure that all parties involved in the processing of the grievance shall be guaranteed freedom from restraint, coercion, reprisals, or discrimination thereto.

The parties shall seek to make the processing of the grievance as informal, rapid, and confidential as lawfully possible. Insofar as possible, processing of grievances shall be done other than during regular school hours. No cost incurred by the grievant, or any of his/her chosen representatives in pursuing a grievance shall be borne by the district, except as the School Board, at its sole discretion, may agree to assume, or as may be ordered by a higher authority of proper jurisdiction as a result of legal proceeding.

ARTICLE XXVII - REQUEST FOR UNPAID DAYS:

Planned unpaid days must be approved in advance by the Superintendent and are available only after all personal days are used, and the employee's full per-diem (district cost) will be deducted for each approved unpaid day.

ARTICLE XXVIII - CO- & EXTRA-CURRICULAR ACTIVITIES

A. Adding Clubs/Groups/Teams

The Board shall have the authority to create additional co- and extra-curricular clubs or activities and add assistants to clubs or activities and to establish the level and salary for the new club or activity. The salary and level of current clubs and activities per the co- and extra-curricular salary schedules attached, will be taken into consideration when determining the new club or activity salary and level.

B. Reimbursement of Expenses for Advisors/Coaches

The district will pay (per Article VIII: B) for any fundraising shortfall that does not cover the registration, transportation, lodging, and meals for advisors/coaches of co- and extra-curricular clubs/groups/teams that go to district-approved regional, state and national competitions/conferences.

**WHITE MOUNTAINS REGIONAL SCHOOL DISTRICT
SALARY SCHEDULE**

2019-2020

Step	B	B+15	M	M+15	M+30
0	\$35,000	\$36,000	\$37,500	\$38,500	\$39,500
1	\$36,300	\$37,300	\$38,800	\$39,800	\$40,800
2	\$37,600	\$38,600	\$40,100	\$41,100	\$42,100
3	\$38,900	\$39,900	\$41,400	\$42,400	\$43,400
4	\$40,200	\$41,200	\$42,700	\$43,700	\$44,700
5	\$41,500	\$42,500	\$44,000	\$45,000	\$46,000
6	\$42,800	\$43,800	\$45,300	\$46,300	\$47,300
7	\$44,100	\$45,100	\$46,600	\$47,600	\$48,600
8	\$45,400	\$46,400	\$47,900	\$48,900	\$49,900
9	\$46,700	\$47,700	\$49,200	\$50,200	\$51,200
10	\$48,000	\$49,000	\$50,500	\$51,500	\$52,500
11	\$49,300	\$50,300	\$51,800	\$52,800	\$53,800
12	\$50,600	\$51,600	\$53,100	\$54,100	\$55,100
13	\$51,900	\$52,900	\$54,400	\$55,400	\$56,400
14	\$53,200	\$54,200	\$55,700	\$56,700	\$57,700

Notes:

- Teachers on the salary schedule shall advance one step. Teachers who are not on the salary schedule (off step) shall receive \$1,800.

**WHITE MOUNTAINS REGIONAL SCHOOL DISTRICT
SALARY SCHEDULE**

2020-2021

Step	B	B+15	M	M+15	M+30
0	\$35,500	\$36,500	\$38,000	\$39,000	\$40,000
1	\$36,800	\$37,800	\$39,300	\$40,300	\$41,300
2	\$38,100	\$39,100	\$40,600	\$41,600	\$42,600
3	\$39,400	\$40,400	\$41,900	\$42,900	\$43,900
4	\$40,700	\$41,700	\$43,200	\$44,200	\$45,200
5	\$42,000	\$43,000	\$44,500	\$45,500	\$46,500
6	\$43,300	\$44,300	\$45,800	\$46,800	\$47,800
7	\$44,600	\$45,600	\$47,100	\$48,100	\$49,100
8	\$45,900	\$46,900	\$48,400	\$49,400	\$50,400
9	\$47,200	\$48,200	\$49,700	\$50,700	\$51,700
10	\$48,500	\$49,500	\$51,000	\$52,000	\$53,000
11	\$49,800	\$50,800	\$52,300	\$53,300	\$54,300
12	\$51,100	\$52,100	\$53,600	\$54,600	\$55,600
13	\$52,400	\$53,400	\$54,900	\$55,900	\$56,900
14	\$53,700	\$54,700	\$56,200	\$57,200	\$58,200

Notes:

- Teachers on the salary schedule shall advance one step. Teachers who are not on the salary schedule (off step) shall receive \$1,800.

EXTRA-CURRICULAR SALARY SCHEDULE

SCHEDULE 1

Varsity	\$3,402
Junior Varsity/HS-Team	\$2,106

The following sports are included in Schedule 1:
Field Hockey, Soccer (B-V/JV), Soccer (G-V/JV), Cross Country, Skiing, Softball,
Baseball, Track, Golf, Cheerleading, Tennis (B-V), Tennis (G-V).

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SCHEDULE 2

Varsity	\$3,726
Junior Varsity/HS-Team	\$2,430

The following sports are included in Schedule 2:
Wrestling, Boys Basketball, Girls Basketball.

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SCHEDULE 3

Middle High	\$1,944
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The following sports are included in Schedule 3:
Field Hockey, Soccer (G&B), Softball, Baseball, Track, Cheerleading, Skiing
(Assistants).

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SCHEDULE 4

Middle High	\$2,106
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The following sports are included in Schedule 4:
Wrestling, Boys Basketball, Girls Basketball.

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CO-CURRICULAR SALARY SCHEDULE

<u>Position</u>	<u>Level</u>	<u>Salary</u>
Strength & Conditioning Coord.	DW	\$3,499
Culinary Catering	HS	\$3,240
Yearbook	HS	\$3,240
FFA	HS	\$3,240
Drama	HS	\$3,240
STEAM	HS	\$3,240
FCCLA	All	\$3,240
TSA	All	\$3,240
Jazz Band	HS	\$3,240
Hospitality Club	HS	\$3,240
Robotics	HS	\$3,240
Skills USA – Culinary	HS	\$3,240
Skills USA – Mechanics	HS	\$3,240
Yearbook	MS	\$2,430
Student Council	MS	\$1,458
Spartan Advisory Council Coord.	HS	\$1,458
Pep Band	HS	\$1,458
National Honor Society	HS	\$1,134
National Jr. Honor Society	MS	\$1,134
Wilderness/Wetlands Club	MS	\$1,134
Math Counts	MS	\$1,134
Chorus	All	\$1,134
Jazz Band	MS	\$1,134
Drama	MS	\$1,134
Grade 7 Class Advisor	MS	\$ 810
Grade 8 Class Advisor	MS	\$ 810
Freshman Class Advisor	HS	\$ 810
Sophomore Class Advisor	HS	\$ 810
Junior Class Advisor	HS	\$ 810
Senior Class Advisor	HS	\$ 810