

AGREEMENT BETWEEN  
THE WINCHESTER SCHOOL BOARD  
AND  
THE WINCHESTER TEACHERS'  
ASSOCIATION

July 1, 2021– June 30, 2023

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# **PREAMBLE**

PREAMBLE: The Association, in collaboration with the Winchester School Board, agrees to provide excellence in teaching for each student in the Winchester School, in consideration of this Agreement.

## **1. RECOGNITION**

### **1.1 Positions Included in Bargaining Unit.**

For the purpose of collective negotiations, the Board recognizes the Association as exclusive representative of all full-time teachers, librarians, guidance counselors, and any new employees whose position is not administrative. The bargaining unit excludes assistant principals and adjustment counselors.

### **1.2 Non-Discrimination.**

The employer agrees that it will in no way discriminate against or between bargaining unit members because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics, sexual orientation or place of residence.

## **2. SCOPE OF AGREEMENT**

### **2.1 Reservation of Authority.**

The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of managerial policy and retains the right, in accordance with applicable laws and regulations to direct and manage all activities of the School District.

### **2.2 Non-Delegation.**

The parties understand that neither the Board nor the Superintendent may lawfully delegate powers, discretion, and authorities, which by law are vested in them and this Agreement, shall not be construed to limit or impair their respective statutory powers, discretion, and authorities.

## **3. ASSOCIATION RIGHTS**

### **3.1 Use of Buildings.**

The Association and its representatives may use school buildings prior to the start of school and after school ends for Association business within the guidelines determined by the Building Principal. School equipment may be used by the Association on an "as available" basis with the guidelines determined by the Building Principal. However, expendable materials will be at the expense of the Association.

### **3.2 Orientation.**

The Association in cooperation with the Building Principal, shall be given time on the agenda at the end of the orientation program for teachers to explain Association activities.

### **3.3 Faculty Meetings.**

The Association shall be given an opportunity at faculty meetings to present announcements to members relevant to Association matters.

3.4 Posting of Notices.

The Association and its representatives shall have the right to post notices of activities and matters of Association concern on faculty bulletin boards. The Association may use faculty mailboxes for communications to members of the bargaining unit on matters of meetings and announcements. In each instance, the Building Principal shall be notified of such communication procedure and a copy of the communication shall be given to him/her if requested.

3.5 No Loss of Pay.

Employees shall suffer no loss of pay in conduct of negotiations or in filing or processing of grievances under this contract, which occurs during normal working hours.

3.6 School Day Access.

NEA Representatives shall be allowed to visit school property and see employees during the school day, provided she/he notifies the Building Administrator and there is no interruption of school activities.

3.7 Exclusive Rights of Association.

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

3.8 Association Leave.

The Board shall, upon notice in writing, grant up to one (1) person named by the Association, one (1) paid day in any school year to act as delegate to the Association's annual delegate convention. Notice shall reflect that such person has been named as a delegate and payment will require proof of attendance; in addition, the board shall, upon notice in writing, grant up to two (2) persons named by the Association, an aggregate total of two (2) paid days in any school year to attend NEA-NH training conferences or attend other Association business.

3.9 Board Distribution of Materials.

The Board agrees to provide a packet of information to each new employee. The packet shall contain a summary of benefits, a copy of the Collective Bargaining Agreement, and a school handbook if available.

3.10 Dues Deduction Forms.

Beginning April 2018, the District will include a copy of an Association Dues Deduction form (the form of which is attached as Appendix C) with a teacher contract for new hires and returning employees. Upon authorization by an employee, the District will deduct for Association dues and forward such deduction to the Association Treasurer. The District shall only be responsible for deduction of the sums from employee paychecks and for the forwarding of said sums in total to the Association Treasurer. The District shall be held harmless except for its obligation to withhold and forward deductions authorized by individual employees.

3.11 The District shall notify the Association president and secretary of any newly hired members of the collective bargaining unit by providing the new employee's name, experience as calculated per Article 11.1, step placement, and salary. Such notice shall be provided no later than the earlier of (a) thirty (30) calendar days after the employee's date of hire, or (b) ten (10) calendar days after the employee begins work.



## 4. RENEGOTIATION

### 4.1 Request to Negotiate.

On or before September first (1st) of the prior year in which this agreement expires, the Association may, in writing by certified mail return receipt requested, notify the Board of its desire to terminate or modify the terms and conditions of this Agreement and shall submit its proposals, no later than September thirtieth (30th) at a meeting with the Board or its representatives in accordance with RSA 273-A, unless this deadline is extended by mutual agreement.

### 4.2 Negotiating Committee Authority.

The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this agreement.

### 4.3 Ratification Required.

Any agreement reached shall be reduced to writing and signed by the Board and the 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 will warn the additional monies necessary to fund a ratified and executed Agreement in accordance with the provisions of the Ballot Law as adopted by the school district voters. The Board shall make a good faith effort to secure the funds necessary to implement said agreement. If the submitted budget is rejected at the District Meeting, the parties shall reopen negotiations according to RSA 273-A.

### 4.4 Impasse.

If after discussion of all negotiable matters proposed by either party, the parties fail to reach agreement; either party may declare an impasse. In the event of impasse, the rules and procedures for Resolution of Disputes as outlined under RSA 273-A:12 shall be followed..

### 4.5 Mediation.

The mediator will meet with the parties, either jointly or separately, in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement. If the mediator is unable to effect settlement of the controversy within fifteen (15) days after his appointment, either party may, by written notification to the other, request that their differences may be submitted to fact-finding.

### 4.6 Fact-Finding Process.

The Parties shall first attempt to mutually agree upon a fact-finder. In the event that no agreement on a fact-finder can be reached by the parties, either party may request the Public Employee Labor Relations Board to designate a fact-finder in accordance with the rules and procedures prescribed by it for making such designations. The fact-finder will, within forty-five (45) days after appointment, meet with the parties or their representatives or both, either jointly or separately, make inquiries and investigations, hold meetings, or take such steps as deemed appropriate. This time constraint could be waived by mutual consent. Any such hearings will be held in closed session. The Board and the Association will furnish the fact-finder, upon request, with all records, papers, and information in their possession relating to the matter under investigation by or in issue before the fact-finder. The fact-finder will make findings of fact and make terms of settlement regarding the disputed matters submitted. The parties shall consider such recommendations as follows:

- 4.6.1 If either negotiating team rejects the fact-finder's recommendations, the findings and recommendations shall be submitted to the full membership of the employee organizations and

to the Board of the public employer, which will vote to accept or reject as much of the recommendation as is otherwise permitted by law. If either party, the full membership of the employee organization for the Board of the public employer rejects the neutral party's recommendations, the findings and recommendations, shall be submitted to the legislative body of the public employer, which shall vote to accept or reject such recommendations.

4.6.2 If the impasse is not resolved following the actions of the legislative body, as set forth in 4.6.1 above, negotiations shall be reopened and mediation may be requested by either party.

4.7 Dispute Resolution Costs.

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

4.8 By-pass of Mediation.

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

4.9 Extensions.

Time frames set forth in this Article may be waived or extended by mutual agreement.

## **5. TEACHER EMPLOYMENT**

5.1 Minimum Requirements for Teacher Hires.

The Board agrees to hire as provided by appropriate New Hampshire Law only those teachers who are certifiable by or hold appropriate credentials through 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 an appropriate waiver is granted.

5.2 Work Year.

For the purposes of this agreement, the work year for bargaining unit members will be up to one hundred eighty-three (183) days, to be allocated as follows:

(a) One hundred seventy-five (175) teaching days.

(b) At the beginning of the school year, one (1) uninterrupted day for teachers to prepare classrooms and perform other related responsibilities, one (1) day for team meetings and related work, and one (1) day for all staff professional development.

(c) Two (2) full workshop days during the year to be determined by Administration with Union input.

(d) Two (2) parent-conference days during the school year

(e) One (1) day at end of school year to be used for recording grades, preparing classrooms for summer cleaning, and close out activities/responsibilities.

The District and the Association agree to form a committee to collaborate on the development and planning of yearly in service activities.

In the event that students are not required to make up missed school day(s), bargaining unit members will be required to make up the additional day(s) and will perform curriculum or

professional development activities. The Association may provide input into the nature of the work to be performed.

5.3 Meetings, Parent Conferences and other Professional Duties.

Teachers are expected to carry out their professional duties, which shall include, but not be limited to, faculty meetings, conferences with parents or students, extra help to students, open house, planning and developing curriculum, data entry, data analysis or conferences with administration, provided, however, that mandatory meetings shall be limited on one faculty meeting per month, one PLC meeting per month, two evening parent conference sessions per year, one open house, and one other evening meeting per year. A schedule for parent teacher conferences will be mutually agreed to by teachers and administrators at the start of each school year. In the event that teachers and administrators are unable to agree, teachers will offer evening conference times to end no later than 6:30pm, however, the teacher may leave at the end of their last scheduled conference which may be earlier than 6:30pm.

Additionally, the District may schedule up to four early release days per year for students, upon which staff will be required to participate in collaborative data analysis or other activities scheduled by the Superintendent. Other meetings may be called by administration in cases of emergency but absent exigent circumstances, will not be scheduled on Friday evenings or on evenings before a school holiday. Meetings shall be reasonable in duration and with reasonable notice.

5.4 School Calendar.

Before the School Board establishes the calendar for the school year, the Association shall have the opportunity to provide input. No later than January 10 of each year, the Association should initiate dialogue with the Superintendent regarding the calendar for the following year. Thereafter, the Superintendent will provide at least seven days' notice to the Association President for any Board meeting at which the calendar is on the Board agenda. The notice should include the then current draft calendar. The Board will not approve the final calendar for the next school year until February 28 at the earliest. In no event shall the first day of school for students fall after the Wednesday before Labor Day.

5.5 Duty Free Lunch.

Each teacher at the Winchester School shall be guaranteed a duty-free lunch of not less than twenty-five (25) minutes.

5.6 Preparation Time.

When students are attending unified arts programming teachers shall be provided uninterrupted and unencumbered preparation time which will be equivalent in length to the duration of the unified arts teaching block. Exceptions to this are early release days and workshop days. Also during one preparation period per week, or another teacher designated time of at least an equal duration, teachers will do a team check in meeting with the intent to be on the same page with curriculum, assessment practices, and other professional duties. The teachers will communicate to the building administrator when the team meeting time will occur. The parties agree that preparation time for teachers is designed to permit teachers to adequately prepare lessons and plan to implement curriculum in their area of expertise so as to enhance its presentation value to students. Except for all school assemblies, should a teacher miss a preparation period, a substitute teacher will be assigned to his/her classroom for the lost preparation period within the next five (5) school days. In the event of an emergency, or necessary practice of the Emergency Operation Plan (EOP), the parties agree to cooperate to protect the welfare of students in the implementation of these emergency protocols.

5.7 Work Day and Professional Responsibilities.

The Association and its members recognize that each teacher has a professional responsibility to provide the best possible education to each and every student. The parties agree that the teachers' work day is not

necessarily coterminous with that of their students. Notwithstanding the foregoing, the normal work day for teachers shall begin twenty (20) minutes before and end fifteen (15) minutes after the instructional day for students, which shall be set each year at the time the school calendar is finalized in accordance with Article 5.5. During the term of this Agreement, the length of the student day may be increased by no more than a total of ten (10) minutes without negotiating with the Association. For purposes of this Article, the instructional day for students shall not include before-school activities such as, for example, "academic jump start."

5.8 Joint Safety and Loss Committee.

5.8.1 The District agrees that any staff person that is involved in a meeting with a parent, student, or other person in which the staff person is uncomfortable in relation to his/her safety, may terminate the meeting and request that the meeting continue in an administrator's office. No staff person shall be required to attend a meeting in which he/she is reasonably concerned about his/her health, safety, or welfare.

5.8.2 The District agrees to establish a separate Joint Safety and Loss Committee for the purpose of meeting at least quarterly to review health and safety issues affecting school facilities and/or employees and to make recommendations for addressing such issues to the appropriate administrator. Copies of any recommendations will be sent to the School Board. The Association will designate up to three (3) of its members and the Board will designate up to three (3) members of Administration to serve on this Committee. The Superintendent or designee will convene the initial committee and thereafter the elected chairperson will convene and facilitate the meetings.

5.8.3 Any recommendations from the Committee shall be incorporated into Board Policy as deemed appropriate by the Board.

5.9 Mentor Program.

The parties shall form a committee to develop a mentor program and present the proposed program to the Board. The committee shall consist of 3 members appointed by the Association and at least one administrator.

## **6. STAFF DEVELOPMENT & TUITION REIMBURSEMENT**

6.1 Staff Development.

The Board shall continue its present practice of providing staff development workshops, seminars, etc., within the District at no cost to the teachers. In addition, the Board shall set aside a separate fund of \$14,000 in each year of this Agreement to pay for workshops, seminars, etc., presented by outside providers. Funds for staff development will be divided into two equal halves. The first half of the funds will be made available July 1 for staff development opportunities between July 1 through January 1. The second half of the funds will be made available for professional opportunities between January 1 through June 30. Any funds left unclaimed or returned from the first half, shall be made available for the second half. Such funds will be in addition to the funds in section B, below. Teachers who have applied for non-credit professional development shall be reimbursed from this fund prior to applying below. If these funds are expended, then teachers may apply under section 6.2, below.

6.2 Tuition Reimbursement.

The School District shall provide the sum of \$21,000 for each year of this Agreement to district teachers for the purpose of professional development and/or tuition reimbursements in college courses,

workshops, seminars, and conferences. In addition, the School District shall pay the cost of "mandatory fees" for college courses. Mileage is not included for reimbursement.

- 6.2.1 To be eligible for reimbursement, a teacher must have received a grade of "B" or better (or "Pass" where the course has been taken Pass/Fail).
- 6.2.2 Teachers shall be eligible to receive prepayment for the course at the time of enrollment or may apply for reimbursement. In order to receive prepayment for the course, a teacher must show proof of enrollment. Such payment shall be made on a first-come, first serve basis. The teacher shall be eligible for payment per contract year for reimbursement of the equivalent cost of eight (8) graduate credits at the Keene State College GRADUATE rate. The financial status of the tuition reimbursement account will be made available to district teachers no later than January 20 and May 20th of each contract year.
- 6.2.3 In the event that funds are not exhausted by April 1, teachers may apply for prepayment or reimbursement for additional courses, on a first-come, first serve basis.
- 6.2.4 In the event that the teacher does not receive at least a "B" or in a pass-fail course, a "pass," he/she shall have the amount of any prepayment deducted from his/her salary.
- 6.2.5 The teacher must submit the grade to the Superintendent's Office no later than thirty (30) days after receiving the grade, but no later than June 15. In the case of classes ending after June 15, grades must be submitted prior to June 25 in order to assure reimbursement in that fiscal year. If the teacher is unable to submit the grade prior to June 25 because the grade is not yet available from the institution, the teacher should submit the grade no later than thirty (30) days after receiving the grade and any reimbursement due to the teacher will be paid in the fiscal year starting July 1. If the teacher has received prepayment for the class and submits his/her grades after June 15, any reimbursement due to the District in accordance with Article 6.2.4 must be paid by the teacher within five (5) days of submission of the grade
- 6.2.6 A year, for purposes of reimbursement shall be from July 1 until June 30.

## **7. TEACHER EVALUATION**

### **7.1 Notice of Responsibilities and Criteria.**

Upon employment, each teacher shall be made aware of their teaching responsibilities and the criteria for teacher evaluation will be made available to them.

### **7.2 Evaluation Benefit.**

The parties agree that evaluation of teacher performance and effectiveness is a valuable asset in improving instruction and building the educational community.

### **7.3 Open Observations.**

The observation of the work performance of a teacher will be conducted openly and with the full knowledge of the teacher.

### **7.4 Annual Evaluation Procedures.**

Each teacher shall be evaluated at least once per year. Within fifteen (15) days of his/her evaluation, a teacher shall be given a copy of any evaluation report prepared by the Principal or other administrator before the conference to discuss it. If dissatisfied with the evaluation conference, the teacher shall be

given additional conference time. Thereafter, the teacher shall sign the report. Such signature shall indicate only that the report has been read by the teacher and in no way indicates agreement with the contents thereof.

#### 7.5 Personnel Files.

Each teacher shall be entitled to access of his/her personnel file at any time upon notice to the Superintendent or his/her designee. The teachers shall have the right to make appropriate response to any material contained in his/her personnel file and such response shall be made a part of the teacher's file. Reproduction of such material may be made by hand or copying machine, if available, by the teacher

#### 7.6 Complaints.

No record of a complaint against a teacher shall be incorporated into the teacher's file unless the teacher has been informed of the complaint, and the complaint has been investigated and substantiated. If a record of such a complaint is incorporated into a teacher's file, the teacher shall have the right to provide a written response to the complaint, which shall be included along with the record of the complaint.

## 8. LEAVES OF ABSENCE

### 8.1 Sick Leave.

8.1.1 A teacher shall accrue sick leave days at a rate of one day per month at full pay, cumulative over a period of fifteen years to a maximum of one hundred fifth (150) days in any school year. Ten (10) days will be available to the teacher from the beginning of each year. Up to six (6) sick leave days may be used to attend to a member of the employee's immediate family. Immediate family is defined as spouse, parent, parent in law or step parent, child or step child, grandchild or grandparent. A teacher may carry over a maximum of one hundred and fifty (150) days in any school year, so that the total number available to use in any one school year does not exceed one hundred sixty (160) days. Teachers shall be given a written accounting of their accumulative sick days in September of each year.

8.1.2 The Board agrees to establish a sick bank to cover teachers in the event of a long-term illness. Coverage by the sick bank may not be used for the immediate family as defined in section 8.1.1 above. The sick bank shall have a cap of 350 accrued days. The sick leave bank shall be administered by a committee composed of three (3) members, one each representing the Board, Administration, and Association, hereafter called the Administrative Committee. Members shall serve for one year or until their successor is appointed. The Administrative Committee shall meet within 10 school days after receiving a request. A majority of the members present shall constitute a quorum and a majority vote of those members and voting shall decide all questions.

Teachers wishing to be covered agree to donate one day from the sick leave days she/he has allowed to accrue in a one year period to be deposited in said bank, such days to be deducted from the teacher's annual sick leave.

In the event that the cap of 350 days is reached, teachers shall not be required to contribute to the sick bank.

Once the accrued number of days falls below 350, all teachers shall be required to contribute a day during the next enrollment period. The new enrollment period shall be September 1 to September 15.

New Teachers shall automatically become eligible to draw from the sick bank until a new enrollment period is necessary. (That is, the accumulated number of days in the bank falls below 350). At that time, all teachers who wish to participate in the sick bank must give one day. Teachers who do not contribute will not be eligible to become members of the sick bank until the next enrollment period.

Members shall become eligible to request extended benefits from the sick leave bank after an incapacitating illness of disability provided she/he has exhausted all of their accrued sick leave and provided she/he has contributed to the Bank that current year.

Upon presentation of satisfactory medical evidence of disability or illness to the Administrative Committee and approval by said Committee, a member may be granted up to thirty (30) additional days of sick leave from the sick bank. Should the member still be disabled after this time, he/she may request an additional thirty (30) days maximum.

Guidelines for application by an Association member to the "sick leave bank" shall be determined by the Administrative Committee and published by said Administrative Committee.

#### 8.2 Partial Years' Service

If a teacher leaves the service of the District before the end of the contract year, and has used more sick leave than accumulated, the last pay will be adjusted accordingly.

#### 8.3 Personal Leave:

A total of up to three (3) additional days leave per year may be granted for reasons as illness in the immediate family, pressing and unavoidable legal, confidential, personal, family, or business reasons which cannot be taken care of at a time other than during the regular school day and which requires the teacher's absence during working hours. Such leave must be approved in advance by the Building Principal except in extenuating circumstances when the Principal may waive advance notice. The teacher shall certify that the requested leave qualifies under this section as personal leave. It is agreed, "confidential" shall mean "for the Principal's eyes only." Immediate family as used here shall mean parents, step parents, surrogate parents, brother, sister, spouse, children, grandchildren, and grandparents, the same relatives of the spouse and any other person actually residing in the employee's household.

Additional leave other than stated here may be granted at the discretion of the School Board. This section excludes such things as social affairs, pleasure trips, and recreation.

Upon termination of employment in the District, all leave benefits, other than retirement, granted but not used, are also terminated.

#### 8.4 Bereavement Leave.

When requested, employees shall receive bereavement leave with full pay per occurrence as follows:

Up to three (3) days: Aunt, Uncle, Niece, Nephew, Cousin, Close Personal Friend. Up to five (5) days: In-Law, Sibling, Parent, Grandparent, Grandchild, Spouse, Domestic Partner, Child. Additional or other bereavement leave may be granted at the discretion of the Superintendent or designee.

#### 8.5 Child Rearing Leave.

All full time teachers in the District will be eligible for a leave of absence for the birth of his/her child or adoption proceedings. Such leave will be in addition to pregnancy-related disability leave, if any.

As soon as practical prior to the adoption date or at least five (5) months prior to the pregnancy due date, the teacher electing to apply for leave will complete a Certified Staff Leave of Absence form and submit it to the SAU Office. The anticipated days of leave will be that designated by the teacher, provided one continues to be physically able to perform assigned duties as indicated by a personal physician. The Board shall be held harmless from any and all claims of a pregnant teacher in connection with the decision to continue to work while pregnant.

A leave of absence, without pay or other monetary benefits, except as allowed under FMLA, shall be allowed for a maximum of one calendar year following the semester (one half year) in which the leave of absence begins. This leave shall not be counted for the purpose of salary increments, seniority of service, or probationary time. The term of leave will be indicated by the teacher before the commencement of the leave. Requests to resume active employment prior to the commencement of the leave or earlier than the full term of the leave as originally requested will be granted by the Superintendent to the first available position for which the teacher is qualified and/or can be certified by the State Board of Education. The teacher will reconfirm an intention to return to work at least sixty (60) days before the end of the leave of absence. In case of the termination of the pregnancy or the death of the child, the teacher will be reinstated, if so desired, within thirty (30) days of request.

8.6 Military Leave.

Military Leave of absence shall be granted by the Board in accordance with State and Federal Statutes.

8.7 Jury Duty.

Teachers called for and serving on Jury Duty shall receive the necessary leave to fulfill the legal obligation. This leave shall not be deducted from sick leave or personal days. The teacher shall be paid during such time an amount equal to the difference between salary and the compensation from such services. Satisfactory evidence, such as court issued pay stub(s), must be submitted to the immediate supervisor.

8.8 Professional Days.

A teacher may be granted time off with pay for professional reasons which benefit the school and/or the District and upon approval of the School Principal and the Superintendent of Schools or his/her designee. Professional leave with full pay for school visits, conferences, and training may be granted upon the approval of the School Principal and the Superintendent.

8.9 General Leave.

Leaves for any and all other reasons, paid or not paid, shall be granted at the discretion of the Board.

8.10 Leaves: Re-Employment:

When a teacher on authorized leave under this Article becomes available for reemployment, the teacher shall be given priority consideration for any open or unfilled position for which that teacher may be qualified at the time any such employee advises the Superintendent of availability. Qualification under this section shall mean certified or certifiable by the State Department of Education. All benefits to which a teacher was entitled at the time of his/her leave of absence commenced, will be restored upon return, and the teacher will be assigned to the same position held at the time said leave commenced, or a position for which the teacher is certified, as soon as said position becomes available. Eligibility for re-employment, under this Section, shall not extend beyond the next school year.



8.11 Sabbatical Leave.

- 8.11.1 SELECTION: The Selection Committee shall consist of the Superintendent or Assistant Superintendent of Schools, Winchester School Principal, Winchester School Teacher, and Board Member.
- 8.11.2 DEADLINE FOR APPLICATION: All applications and pertinent materials must be submitted by January 1 of the preceding year. The decision of the Selection Committee will be made by December 1st of the preceding year and promptly submitted to the School Board for acceptance or rejection and notification made to the applicant by January 1st of the year in which the leave is to be taken.
- 8.11.3 REASONS FOR LEAVE: Leave will be granted only for professional improvement. It is agreed that "professional improvement" shall mean full time graduate study in an accredited college, university, or other institution of higher learning; travel which will materially and significantly improve the teacher's ability and capacity to teach; or any other activities, which would have significant value to the professional development of the teacher.
- 8.11.4 PERIOD OF LEAVE: Sabbatical leave will be granted only on a two-semester yearly basis.
- 8.11.5 SALARY: Salary will be based on a full year at half pay. The basis for computation will be the salary that would have been paid in the coming year (when leave is taken), in short, applicants will advance on step on the salary schedule.
- Salary will be based on the total salary, but extracurricular compensation will not be included.
- The School District will make its usual contribution to the Teachers' Retirement System, based on the half pay received by the applicant, and the successful applicant shall contribute.
- While on leave, the teacher may continue his/her health insurance at the teacher's own expense. Salary will be disbursed in 21 payments.
- 8.11.6 CREDIT FOR LEAVE: Sabbatical leave will count as a year of experience in determining the person's proper step on the salary schedule upon return to the School District but not as a point toward the next sabbatical leave.
- 8.11.7 LENGTH OF STAY ON RETURNING: Any person accepting sabbatical leave will agree to return to the School District for the next two full school years. Prior release will be considered only if the individual repays in full the total amount of money expended by the School District toward sabbatical leave.
- 8.11.8 RETURN TO POSITION: The person on leave will return to the same type of position upon return without any decrease in salary or benefits.
- 8.11.9 REPORTS AND FORMS REQUIRED:
- 8.11.9.1 Transcripts from grades for each semester, if applicable, must be submitted to the Superintendent's Office. A statement from the appropriate college office attesting to the fact that the applicant has enrolled in that college must be sent to the Superintendent's Office before the beginning of the next semester.
- 8.11.9.2 Any employee who has been accepted for a sabbatical leave working towards professional development on a non-degree oriented leave must submit a progress

report of work completed. This will be sent to the Superintendent's Office by January fifteenth (15) of the current leave year. Accompanying this report will also be a brief outline of work to be accomplished over the second semester of the leave.

- 8.11.9.3 A full report to the School Board, oral and written, must be given upon return
- 8.11.10 IN-SERVICE CONTRIBUTION: The person will be expected to impart or share the results of study with teachers in the School District.
- 8.11.11 POINT SYSTEM: Seven (7) points are required to be eligible to apply for sabbatical leave. The present school year may not be counted for computing points. Points are awarded on the following basis:
- One point for each year of teaching in the School district. Previous teaching experience may be considered for point credit.
- 8.11.12 CRITERIA FOR SELECTION: The proposal is judged by the Selection Committee to be in the best interest of the Winchester School District, considering the applicant's prior contribution to, and future promise in, the School District.
- 8.11.13 ELIGIBILITY: All full time teachers, administrators, supervisors, and consultants are eligible to apply for leave but no more than one person may be on leave at one time.
- 8.11.14 LIMIT ON EARNINGS OR FINANCIAL AID: No limit is set on the amount of scholarship aid, fellowship grants or graduate assistantships, or other financial considerations that may be received by the applicant provided that the satisfactory completion of the proposal is not jeopardized or diminished by part-time work as a graduate assistant or research assistant, etc. in earning that grant or fellowship.
- 8.11.15 FINAL DETERMINATION: All applicants will be disallowed in the event that the voters do not appropriate the total School Budget as recommended by the School Board.

8.12 Crime Victim Leave.

A teacher who is a victim or is part of the immediate family of a homicide victim, minor child, or an incompetent adult who is a victim is entitled to take a leave of absence to attend court, legal, or other investigative proceedings associated with the prosecution of the crime.

To qualify for the leave, the teacher must provide copies of written notices of hearings, conferences, and meetings the teacher must attend as part of the criminal proceedings.

## 9. GRIEVANCE

9.1 Definition.

A grievance is defined as an alleged violation of a specific article or section of this Agreement or any dispute with respect to its meaning or application.

An individual teacher, a group of teachers, or the Association may present a grievance to the Board or its designated representative and have the grievance adjusted as long as the adjustment is not inconsistent with the terms of the Agreement.

9.2 Procedure.

9.2.1 **INFORMAL:** Within twenty (20) school days of the time a grievance arises, the employee, directly or accompanied by the Building Representative or Association Representative, will present the grievance to the Principal. Within five (5) school days after presentation of the grievance, the principal shall provide an answer verbally to the employee.

9.2.2 **FORMAL:**

STEP 1: S1-a Within ten (10) school days of the verbal answer if the grievance is not resolved it shall be stated in writing, signed by the grievant, and lodged with the Principal.

S1-b The "Statement of Grievance" shall state the facts giving rise to the grievance, shall identify by appropriate references all the provisions of this Agreement alleged to be violated, shall state the contention of the grievant with respect to these provisions, and shall indicate the specific relief requested.

S1-c Within five (5) school days after receiving the grievance, the Principal shall communicate an answer in writing to the grievant.

STEP 2: S2-a If the grievance is not resolved in Step 1, the grievant may, within ten (10) school days of the Principal's answer, submit to the Superintendent a written "Statement of Grievance" signed by the grievant. A copy shall be given to the Principal involved at the same time.

S2-b The Superintendent or his/her designated representative shall give the grievant an answer in writing no later than ten (10) school days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent and the grievant.

S2-c If the grievance is not settled at this level, within ten (10) school days from receipt of the answer rendered at this level, the grievance may be referred by the Association to arbitration as set forth herein. In the event the grievance is submitted to arbitration, the procedures under Step 3 will be followed. In the event the parties mutually agree in writing, the decision of the arbitrator shall be binding; otherwise, it shall be advisory.

STEP 3: S3-a If the matter is referred to arbitration, District and the Association shall first attempt to agree upon a mutually acceptable arbitrator. If they are unable to agree, the parties shall apply to the New Hampshire Public employee Labor relations Board to appoint one.

S3-b The Arbitrator shall investigate and make a decision in cases of alleged violation of the specific articles and sections of this Agreement but have no power or authority to do other than interpret and apply the provisions of this Agreement and shall have no power to add to or subtract from, alter, or modify any of the said provisions. The Arbitrator shall have no authority to interpret or apply external statute or external administrative regulations including the NH RSA-189: 14-a. The Arbitrator's decision shall be advisory only. The Board may implement the decision completely or in part or may meet with the Association to discuss the alternatives. The Board

agrees to pay seventy-five (75) percent and the Association agrees to pay twenty-five (25) percent of the fees and expenses of the arbitration.

9.3 Teacher Rights.

9.3.1 Nothing contained herein shall deny to any teacher rights under State or Federal Constitutions or laws.

9.3.2 Grievances shall not be made a part of an employee's personnel file or used in making employment references.

9.3.3 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 grievant to proceed to the next step.

9.3.4 A teacher covered by the Agreement shall have the right to have an Association representative present at any time, if requested by the teacher.

9.4 Extensions.

The parties may mutually agree to extend any timelines previously referred to in this Article. Any such extension shall be agreed to in writing.

## **10. NOTICES UNDER THIS AGREEMENT**

10.1 Notice to Board.

Whenever written notice to the Board is provided for in this Agreement, such notice shall be emailed to the Winchester School Board Chairperson at his/her District email address and a duplicate copy of such written notice shall be emailed to the Superintendent at his/her District email address.

10.2 Notice to Association.

Whenever written notice to the Winchester Teachers' Association is provided for in this Agreement, such notice shall be emailed to the President of the Winchester Teachers' Association at his/her District email address.

## **11. COMPENSATION**

11.1 Salary Schedule Placement.

All teachers shall be placed on the step as specified in the salary schedules in Appendix A, and corresponding to their experience and academic achievement.

Teachers shall be advanced one step on the applicable salary schedule in each year of this Agreement. Step advancement will be denied only for unsatisfactory work performance as determined by evaluations conducted in accordance with the provisions of Article 7.

New hires shall be placed on the salary scale commensurate with their currently employed colleagues with the same credentials, education, and experience.

When placing teachers on the appropriate step, a year of teaching experience will be given for years spent as a certified teacher in a public school, Title 1 teaching, private accredited school teacher, licensed pre-school teaching and teaching for at least 85 school days within one school year.

New teachers being placed on the salary schedule who are already at the “off step” level, will be placed at the last step of the appropriate lane of the applicable salary schedule.

Teachers who move up an education level will be placed at their appropriate step in the new track. Teachers who are “off step” will be placed on the appropriate step of the new track or will receive an increase equal to the difference between the base salary in the current track and the base salary in the new track, whichever is greater.

## 11.2 Deductions.

The Board agrees, upon request of a teacher to affect the following deductions from a teacher's salary:

- 11.2.1 Payment to an established tax sheltered teachers' annuity plan properly qualified under applicable Federal law.
- 11.2.2 All deductions required by law.
- 11.2.3 Deductions for dues and fair share service fees to the Winchester Teachers' Association, NEA-NH and NEA, in accordance with the following:
  - 11.2.3.1 The Board agrees to deduct from the salaries of its employees, union dues or service fees for the Winchester Teachers Association, National Education Association-New Hampshire, and the National Education Association, as said employees individually and voluntarily authorize the District to deduct and to transmit the monies promptly to the Association.
  - 11.2.3.2 The Association will certify to the District, the current rate of its union membership dues or service fee. If the Association changes the rate of its Association membership dues or service fee, it will give the District thirty (30) days written notice, prior to October 15 of the year of such change.
  - 11.2.3.3 Deductions referred to in Section 1 above will begin within thirty (30) days of the District's receipt of authorization from the employee.
  - 11.2.3.4 The District's receipt of authorization from the employees who are in the bargaining unit on or before September 15 or each year and shall provide the Association with the names of employees who are hired after the September 15 within ten (10) days of the date of hire.
  - 11.2.3.5 The Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct Association dues or a service fee for the Association.
  - 11.2.3.6 The Association shall indemnify, defend, and hold harmless the District against any and all claims, demands, suits, legal costs or other forms of liability (monetary or otherwise) arising out of or by reason of any action taken or not taken by the District for the purpose of complying with the provisions of this Article.
- 11.2.4 Deductions for the Service Credit Union.
- 11.2.5 Deductions for an IRS Section 125 Plan to be used for all qualified expenses.
- 11.2.6 Deductions representing moneys owed by the employee to the District pursuant to a specific repayment/recapture provision of this Agreement (e.g., Article 6.2.4).

11.3 Salary Schedule.

Salaries for teachers are contained in Appendix A.

11.4 In addition, certain bargaining unit members will receive compensation adjustments as set forth in a Side Bar Agreement executed in conjunction with the execution of this Agreement. Payment Schedule Election.

Teachers may elect to receive their annual salary in one of the following ways:

11.4.1 Twenty-six (26) pays spread throughout the calendar year

11.4.2 Twenty-one (21) pays spread throughout the school year

11.4.3 Twenty (20) pays plus one (1) lump sum payment, the latter to be paid at the end of the school year. The lump sum payment shall include the payment for the last regular pay in the school year.

11.5 Placement and Salary Track Advancement.

Qualified teachers will be placed on their appropriate track as follows:

11.5.1 Credits sought beyond BA or MA must have been achieved after the awarding of a BA or MA;

11.5.2 All salary track changes will be effective at the start of the school year. Persons seeking consideration for track change must submit their request along with their transcripts with prior approval to the Superintendent not later than November 1st of the prior year in order to insure timely inclusion in the Board's budget request(s);

11.5.3 Any track change(s) will require the prior approval of the Superintendent of Schools or designee.

11.6 Criminal Records Check.

The school district will pay 100% of the cost for criminal record checks.

11.7 Recertification.

The District will pay 100% of Department of Education re-certification costs.

11.8 Bargaining unit members who are responsible overnight for students attending overnight curriculum-based programs shall be compensated at the rate of \$50.00 per each overnight (for example, \$200.00 for four nights).

11.9 Bargaining unit members who are assigned to work additional days to participate in Kindergarten screenings and/or Kindergarten Camp (in excess of 183 days as set forth in Article 5.2) shall be compensated at their per diem rate, prorated for partial days. The per diem rate shall be calculated by dividing the employee's salary by 183. The hourly rate for partial days will be calculated by dividing the per diem rate by 7.5. Bargaining unit members who accept assignments for summer school, summer curriculum writing, or other summer assignments will be paid an hourly rate of \$30 for the 2021-22 school year and \$35 for the 2022-23 school year.

## 12. INSURANCES

### 12.1 Medical Insurance.

12.1.1 The School Board agrees to provide coverage through the following health care plan options to eligible employees covered by this agreement:

1. Blue Choice 3 Tier
2. AB5(07)-R\$10/20/45/3K(L)

Employees may select single, two person, or family coverage.

The Board will contribute the following amounts toward the annual premium costs of the plan selected:

A. Effective July 1, 2021 the Board will pay:

- 78.5% of the premium cost of option 1; or
- 86.5% of the premium cost of option 2 above.

B. Effective July 1, 2022 the Board will pay:

- 78% of the premium cost of option 1; or
- 86% of the premium cost of option 2 above.

12.1.2 During the term of this Agreement, the District may offer alternative (additional) medical plans to employees of the District, and bargaining unit members may elect to participate in such plans on the same terms and conditions as other employees. The District may offer incentives to encourage employees to elect these alternative plans or to elect less expensive current plans, provided that the incentives shall not increase the cost of the current plans for bargaining unit members.

12.1.3 The prescription plans in effect that accompany the medical plans are subject to change based upon availability through the insurance carrier. If a current plan is no longer offered, it will be replaced with the most closely matched alternative option available that does not result in higher premium costs.

12.1.4 Additionally, the parties may reopen negotiations at any time, upon mutual agreement, to consider changes in health insurance. The parties shall form an advisory committee consisting of equal numbers of Association representatives and School Board representatives who will research and evaluate insurance options and provide information.

12.1.5 Each year the District will provide each bargaining unit member open enrollment information and an election form, to accompany the individual member's contract, which information will include, among other things, plan information, opt-out information (per Article 12.4), and the period for enrollment.

12.1.6 In the event that any of the health insurance plans offered by the District is projected as of January 1, 2019 to trigger imposition of an excise tax or so-called "Cadillac Tax", then irrespective of how such tax is to be imposed (e.g., against the insurer, the District, individual employees, etc.), the parties agree to exchange, by February 1, 2019, proposals limited to identifying a health insurance plan that complies with the Affordable Care Act, as the same may be amended or replaced, and that does not result in the imposition of such tax, and proposals addressing the distribution of any savings realized as a result of changing insurance plans. The parties acknowledge that coverage and benefits available under the plans they propose may

modify and/or reduce coverage and benefits currently available. The parties further agree that such proposals should be designed to the extent reasonably practicable, so that savings realized as a result of changing health insurance plans, not including the avoided excise tax, are passed on to the employees directly - and to the extent - impacted by the change in plans.

If the parties are not able to agree on an alternative plan or savings distributions, proposals will be submitted to binding arbitration with a mutually acceptable arbitrator no later than March 15, 2019. In the event the parties cannot agree on an arbitrator, the NH PELRB will appoint one. After hearing from both parties, the arbitrator will choose one of the two proposals to be implemented in advance of any tax assessment.

- 12.1.7 The parties agree to consider health insurance alternatives submitted by the Association during the term of this agreement. If any such proposal(s) are found to mutually acceptable to the parties then subject to provider eligibility and timetables(s) and the best interest of both the Association and the Board and consistent with the terms and conditions of this agreement the parties may adopt and implement any such plan by mutual agreement.

12.2 Dental Insurance.

The Board will offer a choice of Delta Dental Plan A, B and C with a \$1,000 yearly cap or Delta Dental Plan 3D with a \$2,000 yearly cap. The Board agrees to contribute as follows:

Effective July 1, 2021 the Board will pay 90% of the premium for the Delta Dental Plan A, B and C with a \$1,000 yearly cap and will pay 85% of the premium for the Delta Dental Plan 3D with a \$2,000 yearly cap.

12.3 Life Insurance and LTD Insurance.

The Board shall provide a life insurance policy with a death benefit of 1x salary (with a maximum benefit of \$50,000) for the term of this Agreement for each employee at no cost to the employee, also, the School Board will pay the cost to provide long term disability insurance coverage with a waiting period of 120 calendar days with benefits of 70% of salary payable to the Social Security Normal Retirement Age (SSNRA) with a maximum benefit of up to \$6,000.00 per month. New employees shall be eligible for long term disability insurance forty-five (45) days after their first day of employment with the District.

12.4 Health Insurance Reimbursement.

Employees who show proof of otherwise being covered by a health insurance plan roughly comparable to any plan offered by the District will receive a buyout of \$3,500 for opting out of the insurance coverage through the District. Such employees must retain coverage throughout the entire school year. Buyout amounts will be \$1,750 each for the period July 1 – December 31, and January 1 through June 30. In order to receive the payments, the employee must provide evidence that he/she maintained insurance coverage for the respective period, with such evidence due by the 10th of December for the first period, and by June 10th of the second period. Payments will be made by the 30th of the month proof of coverage is due. The opt-out election must be made during the open enrollment period (currently May 1st through June 15th), or within the period of plan election for new hires, on forms to be supplied by the District. For new hires electing an opt-out, the payment will be pro-rated.



## **13. RETIREMENT**

### **13.1 Retirement Stipend.**

Persons who otherwise qualify for retirement under the provisions of the New Hampshire Retirement System and who have worked 20 years or more in the Winchester School District will receive a retirement stipend of \$300.00 per year for each year worked in the District, payable in one lump sum in June of the year of retirement. No more than three (3) retirements per year shall qualify for this stipend. In the event that there are more than three (3) applications, seniority will control the selection. (Notice must be given by November 1st of the year prior to the year retiree intends to retire 19 months prior to retirement).

### **13.2 Retirement Pay Plan on Accumulated Sick Leave.**

Upon retirement, a teacher shall be awarded financial incentive for unused sick leave days according to the following conditions: The teacher must have been an employee of the District for a minimum of ten (10) years of service and must be at least fifty-five (55) years of age. The teacher must have met the requirements of the state retirement plan: The teacher must notify in writing the Office of the Superintendent not later than November 1 of the last year of employment in the District.

Provided the teacher has met the above requirements, the teacher will receive the following:

0-74 days	No Money
75-150 days	\$50.00 per day

Therefore, a teacher who meets all requirements to retire and who has accumulated 150 days sick leave would if they retired at the end of the school year would receive a lump sum payment or contribution to an existing district-sponsored 403(b) account of \$7,500. In each case such payment would be subject to state, federal and other appropriate deductions. Such payment would require a prior notification not later than November 1st of the prior year in which any such teacher plans to retire and would be paid on or before June 30th in the year in which said teacher does in fact retire. The payment is also subject to the Board securing the necessary funds at the School District Meeting following the teacher's notification of intent to retire as set forth herein.

## **14. MISCELLANEOUS**

### **14.1 Copies of Agreement.**

After ratification of this Agreement by the School Board and the Association, the Board will post a copy on the school district's website and requested paper copies will be printed at the expense of the Board within sixty (60) working days. The time limit may be extended by mutual agreement.

### **14.2 Individual Contracts.**

Any individual contract between the District and an individual teacher, heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this agreement and Appendix B, contract sections 1, 2, 3, A-H. If an individual contract contains any language inconsistent with this Agreement and Appendix B it shall be considered invalid and this Agreement during its duration shall be controlling.

14.3 Reduction in Force.

The present policy on Reduction in Force adopted by the School Board (Policy GCQA) shall not be altered during the life of the Agreement.

14.4 Rights to Intellectual Property.

Intellectual Property created, made, or originated by a bargaining unit member shall be the exclusive property of the bargaining unit member and the District. The District will only use the property within the District, and the District will not object to use by the bargaining unit member outside the District.

14.5 If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid and enforceable except to the extent permitted by law, but all other provisions shall continue in force and effect. If a provision of this Agreement is unlawful, the parties shall meet and negotiated over the provision within thirty days of learning the provision is invalid.

**15. TEACHERS' RIGHTS**

Pursuant to the New Hampshire Public Employee Labor Relations Law, the Employer hereby agrees that every eligible employee of the District shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation. The employer undertakes and agrees that is will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Law or other Laws of New Hampshire or the Constitutions of New Hampshire and the United States, that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association.

**16. EMPLOYEE DISCIPLINE**

16.1 Forms of Discipline and Just Cause.

No teacher shall be disciplined without just cause. Discipline shall be defined as an oral or written reprimand, withholding of a salary increase or increment, a non-renewal, suspension or a discharge.

16.2 Discipline Exclusions.

Such discipline shall exclude any action taken by the Board or Administration concerning the non-renewal of a non-continuing contract teacher.

**17. DURATION OF AGREEMENT**

This Agreement is for two years, July 1, 2021 – June 30, 2023.

**18. FILING OF AGREEMENT WITH PELRB**

A copy of any Agreement reached hereunder will be filed with the NH PELRB by the District within fourteen (14) days of its execution.

\*\*\*\*\*

**The Winchester School Board**

Date: Li 6/3/2021

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**The Winchester Teachers 'Association**

Date: 6/4/2021

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: Emily A. Henderson

By: \_\_\_\_\_

By: \_\_\_\_\_

## APPENDIX A

### 2021-2022

- All eligible employees move 1 step effective July 1, 2021.
- Each off-step employee as of the first day of school for school year 2021-22 will receive a salary increase over his/her 2020-21 salary as follows:
  - BA \$1,300
  - BA+15 \$1,350
  - MA \$1,450
  - MA+15 \$1,500
  - MA+30 \$1,550

### 2022-2023

- All eligible employees move 1 step effective July 1, 2022.
- Each off-step employee as of the first day of school for school year 2022-23 will receive a salary increase over his/her 2021-22 salary as follows:
  - BA \$1,400
  - BA+15 \$1,450
  - MA \$1,550
  - MA+15 \$1,600
  - MA+30 \$1,650
  - MA+45 \$1,650

### 2021-22

STEP	BA	BA15	MA	MA15	MA30
1	\$ 39,300.00	\$ 40,300.00	\$ 42,300.00	\$ 44,000.00	\$ 46,500.00
2	\$ 39,875.00	\$ 40,975.00	\$ 43,100.00	\$ 44,900.00	\$ 47,750.00
3	\$ 40,450.00	\$ 41,650.00	\$ 43,900.00	\$ 45,800.00	\$ 49,000.00
4	\$ 41,025.00	\$ 42,325.00	\$ 44,700.00	\$ 46,700.00	\$ 50,250.00
5	\$ 41,600.00	\$ 43,000.00	\$ 45,500.00	\$ 47,600.00	\$ 51,500.00
6	\$ 42,175.00	\$ 43,675.00	\$ 46,300.00	\$ 48,500.00	\$ 52,750.00
7	\$ 42,750.00	\$ 44,350.00	\$ 47,100.00	\$ 49,400.00	\$ 54,000.00
8	\$ 43,325.00	\$ 45,025.00	\$ 47,900.00	\$ 50,300.00	\$ 55,250.00
9	\$ 43,900.00	\$ 45,700.00	\$ 48,700.00	\$ 51,200.00	\$ 56,500.00
10	\$ 44,475.00	\$ 46,375.00	\$ 49,500.00	\$ 52,100.00	\$ 57,750.00
11	\$ 45,050.00	\$ 47,050.00	\$ 50,300.00	\$ 53,000.00	\$ 59,000.00
12	\$ 45,625.00	\$ 47,725.00	\$ 51,100.00	\$ 53,900.00	\$ 60,250.00
13	\$ 46,200.00	\$ 48,400.00	\$ 51,900.00	\$ 54,800.00	\$ 61,500.00
14		\$ 49,075.00	\$ 52,700.00	\$ 55,700.00	\$ 62,750.00
15			\$ 53,500.00	\$ 56,600.00	\$ 64,000.00
16			\$ 54,300.00	\$ 57,500.00	\$ 65,250.00
17				\$ 58,400.00	\$ 66,500.00



## **APPENDIX B**

### **NEW HAMPSHIRE ANNUAL TEACHER CONTRACT**

This Agreement made DATE by and between WINCHESTER SCHOOL DISTRICT, hereinafter called the District and NAME, hereafter called the Teacher.

1. The District agrees to employ the Teacher for the ensuing year from DATE to DATE at an annual salary of \$SALARY (Step) to be paid in bi-weekly installments.
2. The Teacher agrees to work for the District for said period and agrees to conform to and carry out all laws and all lawful rules and regulations that may be enacted relative to the school and teachers.
3. It is mutually agreed:
  - a. That the school year shall be 180 school days and 8 other days devoted to school and educational work, plus one day of orientation for new staff members.
  - b. That the Teacher may be assigned only to such position as the Teacher is qualified and certified by the State Board of Education to occupy, or as otherwise provided in the Collective Bargaining Agreement ("CBA") between the Winchester School Board and the Winchester Teachers' Association.
  - c. That the District may, without liability, terminate this contract in accordance with New Hampshire RSA 189:13, 31, 32 and amendments, and this contract shall become void, subject to appeal, if the Teacher is removed by the Superintendent or if the teacher's certificate, license or permit is revoked by the Commissioner of Education.
  - d. That the contract is void unless the Teacher holds a valid credential to teach in the position for which he/she has been employed and in which he/she is teaching.
  - e. That except as provided in paragraphs, b, c and d, above, this contract may not be terminated at any time prior to its expiration without the consent of both parties.
  - f. That the District and Teacher agree to be bound by all present and subsequent legislation made by the New Hampshire Legislature, and all administrative rulings having the effect of law.
  - g. That the District agrees that there shall be no discrimination in its educational programs, activities, or employment practices on the basis of race, color, religion, national origin, primary language, sex, age, marital status, sexual orientation, domicile or physical or mental disability.
  - h. That the Teacher may choose the method of payment of their annual salary. Method chosen will be in force for the contract year. (See reverse side to choose method. The method you choose is final.)

i. In the event it is determined that there was an error in the calculation of the salary reflected in this contract, the Employee, the District, and the Winchester Teachers' Association will cooperate to correct the error and the Employee and the District will execute a revised contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

\_\_\_\_\_  
Teacher

By: \_\_\_\_\_  
School Board Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX C**

**WINCHESTER TEACHERS' ASSOCIATION DUES DEDUCTION AUTHORIZATION**

NAME: \_\_\_\_\_

(Please Print)

I hereby authorize the School Board (the "Board") of the Winchester School District (the "District to withhold from my salary the sum of \$ \_\_\_\_\_ per pay period during school year 201\_\_ - 201\_\_ for membership in the Winchester Teachers' Association (the "Association") membership dues as follows:

The sum thus to be withheld over twenty-one (21) pay periods is hereby assigned by me to the Association, and is to be remitted by the District to the Treasurer of the Association and, having done so, the District and the Board shall be held harmless from any claim(s) in connection with the provisions for Appendix B of the Agreement. It is further agreed that the District and the Board assume no financial liability, and shall be held harmless except for the act of forwarding on a monthly basis (by the 15<sup>th</sup> of each month) any funds which have been authorized and deducted through the last pay period of the preceding month.

This authorization and assignment shall continue in full force and effect until June 30, 20\_\_ or revoked by me. Such revocation shall be affected by written notice, delivered to the District's business office no less than thirty (30) days prior to the revocation date, with a copy to the Association.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_