

MASTER AGREEMENT  
Between  
WAKEFIELD EDUCATION ASSOCIATION  
NEA-NEW HAMPSHIRE

and

THE WAKEFIELD SCHOOL BOARD

August 1, 2019to  
June 30, 2022

DRAFT

**ARTICLE ONE**  
**RECOGNITION**

1.1 The Wakefield School Board recognizes the Wakefield Education Association, NEA-New Hampshire for purposes of collective negotiations according to RSA-273A, as the exclusive representative of all employees of the Wakefield School District, as listed in the New Hampshire Public Employee Labor Relations Board Certification.

1.2 New Positions

If any new employee position is created during the life of this agreement and the parties cannot mutually agree on its inclusion in the bargaining unit, either party may request a clarification and determination from the New Hampshire Public Employee Labor Relations Board.

**ARTICLE TWO**  
**MANAGEMENT RIGHTS**

2.1 Except as validly limited by express provisions of this agreement, the school board reserves the right to exercise management prerogatives to include, but not limited to: unilaterally determine the standards of services to be offered by it; set the standards of selection of employees; select employees; direct and assign its employees; take disciplinary action; relieve its employees from duties because of lack of work or other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise control over its organization and the facilities, methods, means and technology of performing its work. Nothing in this Article Two shall relieve management from fulfilling its obligations under RSA 273-A.

**ARTICLE THREE**  
**MAINTENANCE OF STANDARDS**

3.1 Except as this agreement shall hereinafter otherwise provide, all terms, conditions of employment, and benefits in effect at the time this agreement is signed, shall continue to be so applicable during the term of this agreement. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any teacher benefit existing prior to its effective date.

**ARTICLE FOUR**  
**NEGOTIATIONS PROCEDURES**

4.1 All collective bargaining shall be conducted at the level of the school board.

4.2 Any agreement reached shall be reduced to writing and be signed by the board and the association. A copy of the agreement shall be filed by the board or its designee with the New Hampshire Public Employee Labor Relations Board (NH PELRB) within fourteen (14) days of the signing. The board shall be responsible within thirty (30) days of the signing, for publication of the agreement on the District's website. Newly hired employees shall be furnished with a paper copy of the agreement at time of hire.

4.3 When members of the board and association mutually agree to hold such meetings for the purpose of negotiating beyond 11:00 P.M, such members shall be excused from duty the following day without loss of pay, or benefits, (i.e., professional, sick, personal days) and provisions made for substitute relief.

4.4 It is agreed that before changing policies, practices and matters which impact upon working conditions which are within the scope of the employer's authority, prior negotiations with the association shall take place.

4.5 The board shall make maximum effort to obtain ratification of the agreement cost items from the district.

**ARTICLE FIVE**

## **ASSOCIATION RIGHTS AND RESPONSIBILITIES**

5.1 Rights and privileges granted the association shall not be granted to any other employee organization as long as they remain the certified bargaining unit.

5.2 The board and the association agree that all employees shall have full freedom of association and self-organization and shall be free from restraint, coercion, interference, discrimination or reprisals by the board or the association by reasons of membership, or non-membership in the association or participation in any of its activities or the exercise of individual rights under RSA 273-A.

5.3 Outside of normal school hours, the association and its affiliates shall have the right to use designated areas in the school building for meetings, provided that there is no interference with scheduled school activities and pre-arranged civic meetings. The use of such areas shall be arranged with the building principal in advance.

5.4 The association shall have the right to use school facilities and equipment, including typewriters, photocopying machines, and other duplicating equipment at reasonable times, when such equipment is not otherwise in use. The association shall incur the cost of duplicating materials and paper.

5.5 Designated representatives of the association shall be allowed to receive telephone calls and other communications concerning association business during duty-free time.

5.6 Representatives of the association shall be permitted to transact association business on school property so long as it is not conducted during instructional time and instructional preparation time and not in the presence of students.

5.7 The building principals shall permit placement of association material and notices in each teacher's mailbox and on teachers' room bulletin boards.

5.8 The board and the association may meet on a periodic basis for the purpose of discussing various educational matters of interest or concern to both or either party relating to the welfare of the school system.

5.9 The board shall place on the agenda of each regular board Meeting as an item for consideration under "New Business", any matters brought to its consideration by the association so long as those matters are made known to the superintendent's office seventy-two (72) hours, or if circumstances warrant, seven (7) days prior to the regular meeting, in writing.

5.10 Upon written application, payroll deductions will be made for all insurances, tax sheltered annuities (less any insurance premiums contained therein), association dues, savings bonds, and the credit union. Such authorization shall be revocable by the teacher at any time upon written notice. A statement of these deductions shall be provided with each salary payment. Those required by law; i.e., withholding taxes, retirement and FICA, will automatically be deducted.

5.11 At the beginning of every school year, the association may be credited with two (2) days to be used by employees who are officers or agents of the association. Such use, with pay, to be at the discretion of the association. The administration will be notified as soon as possible, but no less than twenty-four (24) hours prior to the commencement of such leave.

5.12 Any bargaining unit member who is a member of the association, or who has applied for membership, must sign and deliver to the SAU Office an assignment authorizing deduction of dues, assessments and contributions, as established by the association. Pursuant to such authorization, the employer shall deduct equal amounts for twenty-one (21) or twenty-six (26) pay periods beginning the first pay period in October from each paycheck beginning when authorization is received. The amounts deducted shall be promptly remitted to the Wakefield Education Association. If a teacher leaves the district before full dues authorized have been deducted, the balance shall be deducted from the teacher's final paycheck. Continuing members who notify the SAU by June 30 will have dues deducted beginning with the first pay period.

## **ARTICLE SIX**

**TEACHER RIGHTS**

6.1 No teacher shall be required to appear before the board or its agents concerning any matter which could adversely affect the continuation of that teacher in his/her office, position, employment, or the salary or any increments pertaining thereto, unless he/she has been given prior notice of the reason for such a meeting in advance where possible, and shall be entitled to have a representative of the association present for advice and representation during such interview. The parties agree such right to representation shall not include conferences following observations or evaluations, unless such a conference is related to potential disciplinary action.

6.2 **Due Process** No teacher shall be discharged, disciplined, suspended, reduced in rank or compensation without just cause. In accordance with RSA 273-A:4, teacher non-renewals shall be governed by RSA 189:14-a and RSA 189:14-b. All information forming the basis for disciplinary action will be made available to the teacher and the Association. The parties agree that discipline shall be progressive and corrective. During a teacher’s probationary period under RSA 189:14-a (i.e., prior to achieving “continuing contract” status), a teacher shall be exempt from the just cause provision of this Article 6.2. Verbal discipline and non-permanent written discipline shall be exempt from the just cause provision of this Article 6.2.

6.3 No salary deduction or loss of leave shall occur when a teacher is absent as a result of being called to appear in court or other tribunal on business concerning the school district.

6.4 This agreement shall be applied without regard to race, color, creed, national origin, sex, marital status, age, handicap, domicile, sexual orientation, genetic information or membership in the Wakefield Education Association or its associated activities.

6.5 A continuing contract teacher who is in danger of nonrenominations due to unsatisfactory performance must receive written notice of said danger by December 1 prior to the nonrenomination. The administration shall provide a written improvement plan to such a teacher by January 1 prior to nonrenomination and will provide a mentor to help implement the improvement plan.

**ARTICLE SEVEN**  
**REDUCTION IN FORCE**

7.1 As soon as a reduction in force is seriously contemplated, the superintendent of schools shall notify the President of the Wakefield Education Association and all of the teachers in the specific classifications, upon which it is contemplating, a position to be eliminated. For the purposes of this Article, classifications are defined as follows:

<b>Classification</b>	<b>Assignment Areas</b>
Grade K-6	Classroom teachers
Grades 7-8	English, Math, Science, Social Studies, foreign language
Grades K-8	Special education, reading, guidance counselors, nurses, art, music, physical education, media/library, gifted & talented, computer science, health, social worker, technology integrator

If any new position is added to the bargaining unit during the term of this Agreement, the Association and the Board will meet to address which classification will include the new position.

7.2 The school board will accept for review any written presentation regarding the reduction in force from the association, individual teachers or the public.

7.3 The decision to implement the reduction in force shall be made at the sole discretion of the school board.

7.4 Every reasonable effort shall be made to minimize the affects of reduction in force on the current staff by absorbing as many positions as possible through attrition (retirements, resignations, and refusal to contract). If

further reductions are necessary, then non-tenured staff shall be laid off if they are in the specific classifications (designated RIF assignment areas) affected by the reduction.

7.5 In identifying which teachers to release, the school board shall consider the following factors: certification, academic preparation, staff development requirements, evaluation recommendations, highly qualified status, and disciplinary actions. All of the factors being equal, then seniority will be considered in making the final determination. Seniority is defined as the total number of years continuously employed in this bargaining unit. If said seniority also is equal, the number of years, if any, as a paraprofessional in the School District will be the tie-breaker.

7.6 Employees released shall be granted priority for re-established positions for a two-year period. Employees released shall maintain accurate and updated contact information with the SAU in the event of a recall. Failure to do so shall result in a waiver of recall rights. A previously employed teacher who returns to a teaching position within a three-year period shall resume employment by the school district at not less than the step occupied when the teaching position previously held was terminated.

7.7 Any transfer, assignments, or reassignments resulting from or involved with a reduction in staff will be made at the sole discretion of the superintendent of schools. In the event of a change of assignment or transfer as a result of the reduction in force, the teacher involved shall be notified of such change.

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

7.9 If a grant funded position is filled by a candidate who is not a current employee, then the district may lay off the employee if the grant expires. If a grant funded position is filled by a candidate who was employed by the district prior to taking the grant funded position, the layoff will be considered to be from the position which the employee last held. For instance, if a K-8 teacher were hired to a Title I position and the Title I grant expired, a K-8 RIF would be executed.

## **ARTICLE EIGHT**

### **STUDENT DISCIPLINE AND TEACHER PROTECTION**

8.1 A teacher may, at all times, use such force as is reasonable and appropriate under the circumstances to protect his/herself, a fellow teacher, administrator, or a student, from attack, physical abuse, or injury.

8.2 The board will consider a request for reimbursement from teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school, or on a school-sponsored activity.

8.3 Any case of assault upon a teacher shall be promptly reported to the superintendent or his/her designated representative. The superintendent will arrange for legal counsel at no cost to the teacher to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in conjunction with handling of the incident by law enforcement and judicial authorities.

8.4 Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher nor shall the teacher suffer any loss in compensation or other benefits provided the teacher has used force that is reasonable and appropriate under the circumstances.

## **ARTICLE NINE**

### **SCHOOL CALENDAR**

9.1 The board shall establish the school calendar. The association will be provided an opportunity to review and make recommendations prior to board approval of it.

9.2 The teachers' work year will begin no sooner than August 25. At least two teacher workdays before instructional days begin will be non-instructional days, at least one day for classroom set up which shall be meeting free, and at least one day for workshops and meetings scheduled by the administration. The Friday before Labor Day will be a no student day.

If the Board establishes a days-based calendar, the teacher work year shall consist of up to 187 work days, including a maximum of 180 instructional days and a minimum of 7 in-service days. One in-service day shall be for the annual teachers' instructional convention.

9.3 In the event school is closed due to inclement weather, the association agrees to make up, at a time mutually agreed upon, those days necessary to meet state minimum requirements.

9.4 The board shall schedule at least 3 early release or late start days to provide for one half (1/2) day teacher in-service training and/or parent conferences. These early-release/late-start days may be combined for full no-student days by mutual agreement of the district and the association.

## **ARTICLE TEN** **TEACHING CONDITIONS**

10.1 The teacher workday shall begin twenty (20) minutes before the instructional day. On Mondays through Fridays the teacher workday shall end twenty (20) minutes after the completion of the instructional day or upon completion of professional responsibilities, whichever is later. Professional responsibilities shall include, but are not limited to, providing assistance to students who request extra help, attending department and other staff meetings, and meeting with parents and students. The administration shall consult with the professional staff with respect to the scheduling of professional responsibilities more than twenty (20) minutes after the completion of the instructional day. Each member of the bargaining unit shall be required to spend at least one hour per week beyond the instructional day providing tutoring or other help to students. "Other help" will be defined as any non-stipended activities provided during non-school hours.

10.2 The board will make every effort to schedule all teachers for five 45-minute duty-free planning periods per five-day week. On any day that a teacher is not scheduled for a planning period, the teacher will not be scheduled for a duty. No more than one planning period per week will be used for meetings.

10.3 The board will provide, except in emergencies, a duty-free uninterrupted lunch period of thirty (30) continuous minutes, or the student lunch period, whichever is greater.

10.4 Teachers may leave the building during their unscheduled time with prior permission of the principal, including the period before and after the instructional day as found above in Article 10.1.

10.5 All mileage cost shall be computed and reimbursed at the IRS rate then in effect. Reimbursements will be made for the following situations:

- a) Staff members who utilize their vehicles to pick up and/or transport supplies, as determined by the building principal.
- b) Staff members who use their vehicles for any other school business as determined by the building principal.
- c) These requests shall be submitted on a monthly basis.

10.6 The school district shall operate a Joint Loss Management Committee as required by the State Workers' Compensation law.

10.7 A. Teachers may be required to remain after the end of the regular work day, without additional compensation, no more than three (3) days per month and thirty (30) days per year for the purpose of attending faculty or professional meetings of all staff. Such meetings shall not exceed sixty (60) minutes in duration.

B. Except in an emergency, meetings which take place after the regular in-school work day and which require attendance shall not be called on a Friday or on the day preceding a holiday or a vacation.

C. The written notice of any meeting shall be given to the teachers involved at least twenty-four (24) hours prior to the meeting. The principal shall set the agenda for faculty or professional meetings; however, teachers may suggest items for said agenda.

D. Teachers may be required to attend without additional compensation Open House, Curriculum Night, Parent-Teacher Conferences, and one other evening that is required or approved by the Superintendent or the Superintendent's designee. For additional evening activities that are required or approved by the Superintendent or the Superintendent's designee, compensation will be either a stipend under Appendix B, or \$32.50 per hour if there is no applicable stipend under Appendix B.

## **ARTICLE ELEVEN**

### **PROFESSIONAL ASSIGNMENTS AND VACANCIES**

11.1 Teachers shall not be assigned outside the scope of their teaching certificate and outside their major field of study, except in case of emergency. Teachers shall be consulted and given an opportunity to provide input prior to an assignment to a different grade. No teacher shall be involuntarily transferred unless there are valid educational reasons for the transfer.

11.2 The board shall make every effort to give teachers notice of their teaching schedules, class and/or subject assignments, and extra curricular activities for the forthcoming year no later than the close of school in June. In order to meet the needs of the district when changes in such schedules, class and/or subject assignments or building assignments become necessary, and are made during the summer months, the teachers involved shall be promptly notified when possible.

11.3 The employee's assignment including, but not limited to, grade and subject shall be listed on the employee's individual contract at the time it is offered to the employee. Co-curricular and extra-duty assignments shall be covered by Memoranda of Agreement.

11.4 Every teacher will serve on at least one (1) school, district, or state committee annually. Any other assignment in addition to the normal teaching schedule outside the instructional day shall be voluntary. Routine responsibilities such as bus duty, lunch duty, special education and 504 teams, and recess duty are considered part of the instructional day.

11.5 After the issuance of contracts for the following school year, or any time that vacancies should occur, the superintendent shall post a list of such vacancies. Such notices shall contain the date of posting, a description of the position, requirements of the position, name of the person to which the application is to be returned and date by which the application is to be returned.

11.6 Teachers already employed in the district shall be granted an interview and be given full consideration for placement in the position before the position is advertised publicly. The district shall take into consideration a teacher's qualifications and performance when filling open positions. If all factors of consideration are otherwise equal, seniority shall be considered.

11.7 The board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. Every effort shall be made to obtain a substitute teacher for all teachers who are absent from school, including special area teachers. Regular teachers or aides shall be used as substitute teachers only in emergencies.

## **ARTICLE TWELVE**

### **EVALUATION**

12.1 During the first three weeks of school, the principal shall orient all teachers new to the district regarding evaluation procedures and instruments.

12.2 Evaluation is an administrative function and will be conducted according to the evaluation policy adopted by the school board and the Association. All monitoring and observation of the performance of a teacher shall be conducted openly for a minimum of ten (10) minutes and with full knowledge of the teacher. A conference between teacher and evaluator shall be made available within 48 hours after a classroom observation or within a reasonable time. A written report of observations will be discussed by teacher and evaluator at this conference. Annually, observations will consist of a minimum of 80 minutes of announced or unannounced classroom observation; 40 minutes of which will occur before the 90<sup>th</sup> day of school.

### 12.3 Notification of Deficiencies

The administration, in recognition of the concept of progressive improvement, shall promptly notify a teacher in writing of any alleged deficiencies, indicate expected correction, and indicate a reasonable period for correction. In the event that deficiency could result in termination of employment, copies of any notice to the teacher shall be promptly forwarded to the association.

### 12.4 Complaints

Any complaint regarding a teacher made to any member of the administration by a parent, student or other person which may be used in any manner in evaluating a teacher, shall be promptly investigated. Any written complaints shall be available to the teacher for an opportunity to review and respond to said complaint. Any verbal complaints that the complainant is unwilling to put in writing shall not be referenced in any way in the teacher's file.

The exception to this will be verbal complaints regarding alleged immoral or criminal acts. These verbal complaints will be reduced to writing and treated as a written complaint. Any complaint that is unsubstantiated or unproven shall not be placed in a teacher's file.

The teacher shall be given an opportunity to respond in order that he/she may rebut the complaint. The teacher shall acknowledge that he/she had the opportunity to review such complaint by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and that answer shall be reviewed by the superintendent or his designee and attached to all copies. Unsubstantiated complaints shall not be placed in an employee's file.

12.5 Upon reasonable notice, employees shall have the right to examine their individual personnel file. No material, which is adverse to an employee added after original employment, shall be placed in an employee's file unless the employee has had an opportunity to review the material. The employee may submit a statement regarding any material which is in the file. The employee may use the copy machine in the business office to copy contents and records as concerns the employee at no cost to the district.

### 12.6 Review of Personnel Files

Although the district agrees to protect the confidentiality of personal references, academic credentials and other similar documents received prior to the teacher's initial employment, it shall not establish any separate personnel file which is not available for the teacher's inspection.

12.7 Whenever material is permanently removed from a teacher's file, the teacher shall be notified.

12.8 Documents, communications and/or records dealing with the processing of a grievance or other association activity shall not be placed in an employee's file. All recommendations provided to a potential employer shall be limited to the contents of the employee's file.



12.9 A joint committee shall be established to review and make recommendations for changes to evaluations procedures. The committee shall consist of six members, three appointed by the Association and three appointed by the School Board. The committee shall begin meeting no later than September 1, 2019, and shall submit its recommendations in writing to the Association and to the School Board no later than April 30, 2020. The committee's recommendations shall not be binding upon either the Association or the Board. If, after receiving the committee's recommendations, the Association and the School Board agree to change evaluation procedures, the changes shall be placed in writing and appended to the collective bargaining agreement. This committee shall reconvene each negotiating year by September 1.

### **ARTICLE THIRTEEN** **PROFESSIONAL IMPROVEMENT**

13.1 Reimbursements for Staff Development Committee approved courses which are satisfactorily completed at accredited colleges, universities or professional training schools shall be as follows:

13.2 The school district will provide the tuition costs in advance up to a maximum of four (4) credits per semester and a maximum of eight (8) credits per year at the current University of New Hampshire rate and in accordance with paragraph 13.1. In no event shall the District expend more than \$58,000 per year for tuition costs. Requests for such funds will be honored for courses taken July through December on a first come first served basis, up to a maximum of \$29,000. Requests for such funds will be honored for courses taken January through June with priority for employees who received no funds during July through December and then on a first come first served basis, up to a maximum of \$29,000. Pre-payment will not apply to summer courses. Teachers are required to present official grade reports showing a passing mark equivalent to a "B" or better, and a copy of a tuition receipt or canceled check to receive salary schedule credit and/or the remaining reimbursement. If a teacher fails to complete a course or earn a passing mark of "B" in a course for which advance reimbursement was received, then the amount of reimbursement will be deducted from the individual's final paycheck received for that school year.

13.3 Professionals are encouraged to attend workshops and other related programs that will be beneficial to their assignments. Personnel wishing to attend such workshops or other related programs shall submit their request for attendance in writing to the principal for his/her approval or disapproval no later than one (1) week in advance of the scheduled activity. Assistance in defraying the cost of these workshops and other related programs shall include mileage reimbursement at the IRS rate, and when there is a charge, shall be as follows:

13.4 The sum of four hundred dollars (\$400) will be available for each faculty member to participate in workshops, conferences or other professional development activities. Employees may request reimbursement for more than \$400 for approved workshops, conferences, or other professional development activities. If, on June 1st, the district has unencumbered funds budgeted for this line item, it will distribute those funds equitably to employees who have requested reimbursement beyond \$400, up to an additional \$400. In no event shall the District expend more than \$20,000 per year for workshops, conferences and other professional development activities. If requests for such funds exceed \$20,000, requests will be honored on a first come first served basis.

13.5 Each staff member requesting assistance must submit this request to the building principal at least one (1) week prior to the workshop or the program taking place. The building principal will approve or disapprove the request for financial assistance.

13.6 The board agrees that any work performed by individual teachers for various committees, as assigned by the superintendent be allowed as staff development credit hours.

13.7 Before the close of each school year, each teacher shall have access to the following information:

1. Accumulated degree-credit hours to date;
2. Accumulated staff development hours to date;

3. Date of recertification for renewal of state certificate.

**ARTICLE FOURTEEN**  
**LEAVE FOR ILLNESS OR DISABILITY**

14.1 Absence for sickness is not to be used for any other purpose or reason except that up to thirteen (13) days per school year may be used for illness within the immediate family, and up to 60 days may be used for bonding time with a child within six months of the child's birth or adoption. If a teacher begins fostering a child with the intent to adopt, the teacher may petition the Board to use sick leave for the bonding time before instead of after adoption. "Immediate family" means: spouse, child, parent, grandparents, grandchildren, and parents of a spouse, or any person permanently residing in the household. If any other time is needed it must be dealt with under the other appropriate provisions of the contract.

14.2 Teacher(s) shall be provided a maximum of thirteen (13) days of sick leave per annum, cumulative to a maximum of ninety (90) days. Long term disability insurance benefits will be accorded as specified below. As of the effective days of this agreement, teachers hired prior to the 2002-03 school year, shall be retroactively vested with the sick leave days they would have accrued had such accrual procedure previously been in effect. Any such teacher, following this calculation, who is above the maximum ninety (90) days accrual level, shall retain said days but shall not be eligible to accrue additional days unless and until he/she falls below the 90 day limit. Following 90 consecutive calendar days of sickness or disability, the teachers are eligible to apply to receive benefits under the long-term disability plan. In no event shall the teacher's sick pay and disability payment be more than the teacher's salary for that year in which the disability occurred. In the succeeding year, the teacher will be paid at the disability rate.

In the event a teacher has accumulated sick leave days prior to July 1, 1988, these days may, at the teacher's option, be applied to pay the differential between 66.7% and up to 100% of the teacher's annual contracted salary. In no event shall the combination of the basic sick leave, long-term disability and accumulated sick leave exceed the annual teacher's salary for that year.

For those teachers hired initially (or subsequent to) the 2002-03 school year, said teacher(s) shall be provided a maximum of thirteen (13) days of sick leave per annum, cumulative to a maximum of ninety (90) days. Long-term disability insurance benefits will be accorded as specified above.

14.3 An employee who intends to be absent from work shall notify his/her superior by telephone of his/her inability to report for work at the earliest practicable time. Except in unusual circumstances, employees are required to notify the administration of anticipated absences before 7:00 a.m. In addition, a physician's excuse may be required in cases of absence for more than three (3) consecutive or seven (7) days of absence in a school year. If the employee is not seeing a physician, the board may require the employee to visit a physician chosen by the employee for an excuse. An employee may utilize sick leave to make up the difference between Worker's Compensation benefits and his/her salary amount on a per diem basis.

14.4 Sick Leave Bank

A. The "Sick Bank" will not accumulate more than 300 days. When the Bank reaches maximum accumulation only new employees, or employees wishing to join the Bank for the first time shall contribute one of his/her sick days until the Bank drops under 200 days.

B. Membership

1. Members must enroll each year. Wakefield School District employees who commence service with the district after October 15<sup>th</sup> may contribute one of his/her sick leave days to the "Sick Bank" within 10 school days of the commencement of said service.
2. One sick day per year out of each member's allotment is deposited into the "Sick Bank"; this day is nonrefundable.
3. An annual membership list is to be submitted to the district no later than October 15<sup>th</sup> of each year.

C. Sick Day Withdrawals

1. Withdrawal of sick days may be given upon request after having exhausted all accrued leave days, sick and personal. Members are eligible to request days after an incapacitating illness or disability that lasts five or more workdays. It is understood that any elective medical procedures will be scheduled during vacations.
2. In all instances a statement by a licensed medical professional must accompany a request for withdrawal that must specify: the nature of the illness or incapacitating accident, the date of initial occurrence of the accident, certification that the individual is medically unable to perform his/her normal job responsibilities, the anticipated period during which the individual will be unable to perform his/her responsibilities.
3. Amount of sick days to be withdrawn will be determined by the "Sick Bank Board". Upon recommendation of the Sick Bank Board a member may be granted up to 25 days per school year in addition to regular sick leave. Under extenuating circumstances additional days may be requested and processed as listed above.
4. The Sick Bank Board shall consist of an association member, building principal and school nurse. The association shall appoint a member each year, representing each building by October 15<sup>th</sup> and notify each building nurse.

#### D. Decisions

1. All decisions and interpretations of the "Sick Bank Board" are final.
2. The Sick Bank Board shall meet within 10 working days of the receipt of a duly executed request for withdrawal. The Sick Bank Board shall render a decision on a request for withdrawal within 10 working days of the date all documentation and information requested by the committee has been submitted.

#### E. Records

1. Records shall be maintained by the association and the district. In the event of discrepancies in calculation, the district records shall prevail.
2. An application form to join the Sick Bank will be included in the first paycheck of the school year.

14.5 Any bargaining unit member with perfect attendance for the semester or the year, defined as no sick leave or personal leave usage, exclusive of any donations made to the sick bank, will receive either a \$200 incentive bonus for perfect attendance during one semester or a \$500 incentive bonus for perfect attendance during the year, to be included with the last paycheck of the year.

### **ARTICLE FIFTEEN TEMPORARY LEAVES OF ABSENCE**

15.1 Teachers will be entitled to temporary leaves of absence from school with full pay, each school year as follows:

#### 15.2 Professional Leave

Three (3) days of non-accumulative professional leave, with full pay, may be utilized provided the member has prior approval of the building principal or his/her designee. Denial of such leave shall not be arbitrary or capricious.

#### 15.3 Personal Leave

Employees will be granted up to three (3) days paid leave annually (non-cumulative) for legal, business, household, and family, which cannot be reasonably accomplished outside school hours. Said leave may not be taken to extend vacation and holiday periods without the approval of the principal.

#### 15.4 Bereavement Leave

Up to five (5) days at any one time in the event of the death of a teacher's spouse, child, sibling or parents. Teachers shall be granted up to two (2) days in the event of a death of any other relative as listed in article 14.1. Teachers shall be granted up to one (1) day in the event of a death outside the teacher's immediate family.

#### 15.5 Additional Days

In the event of extenuating circumstances, additional days will be considered on a special request basis and granted by the superintendent at his/her discretion.

**ARTICLE SIXTEEN**  
**EXTENDED LEAVES OF ABSENCE**

16.1 Extended Personal Leave

Employees may be entitled to one-year personal leave without pay. The board shall not be arbitrary, capricious or discriminatory in the denial of such leave.

16.2 Family Illness

A leave of absence without pay or increment of up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family.

16.3 General Provisions Pertaining to Leaves Under Article 16

A) The superintendent may, at his/her discretion and on the request of the teacher, extend any leave that has been granted to the teacher.

B) Upon return from any leave, every effort shall be made to assign a teacher to the same position. Upon return from leave, placement on the salary schedule will be at least the same as when the employee took leave.

C) All benefits to which a teacher was entitled at the time of leave, including accumulative sick leave, shall be restored upon return. The teacher may keep the benefits in force while on leave provided the carrier permits, by paying the cost of the benefits to the school district. This payment should be made thirty (30) days prior to the due date.

D) Notification to the intent to take such leave shall be made to the superintendent at least thirty (30) days prior to the date on which the leave is to begin, except in cases of emergency.

16.4 Sabbatical Leave

One year sabbatical leave for further educational study shall be granted to teachers who have ten (10) years of service in the Wakefield School District. Sabbatical leave shall be granted to a maximum of one teacher per year subject to the approval and the reasonable requirements of the board and the superintendent. Any teacher granted such a sabbatical leave shall retain contract privileges and shall continue to be covered under the health, dental and long-term disability plans. The teacher shall be paid at the rate of fifty percent (50%) of the annual salary which he/she would have received during that year. Such teacher shall agree to return for at least one year of service to the district following the sabbatical leave.

In the event a teacher becomes totally disabled while on sabbatical leave, he/she shall not be paid for school district sick leave for the period of such disability, but shall be allowed, at his/her option, to be paid the differential from 60% or up to 100% of the teacher's annual contracted salary by applying the sick days accumulated prior to July 1, 1988 up to the number of such accumulated sick leave days, or the duration of the total disability, whichever is less.

16.5 Child Bearing Leave

A leave of absence, without pay, shall be granted to a teacher for the purpose of child bearing or child adoption. The portion of a leave taken by a teacher due to diagnosed disability resulting from pregnancy, miscarriage, or child birth shall be charged to sick leave and the teacher shall be compensated, therefore, in accordance with Federal Law.

16.6 Child Rearing Leave

Any teacher who becomes an adoptive or natural parent shall be granted a leave of absence not to exceed one year without pay, for the purpose of rearing a child. Such leave will terminate in September of the year following the calendar year in which the leave begins.

#### 16.7 Child Bearing/Rearing General Provisions

Upon returning to service, the employee shall be assigned to the same or mutually agreed upon position as held prior to the beginning of the absence. Upon return from leave, placement on the salary schedule will be at least the same as when the employee took leave. Notification to the intent to take such leave shall be made to the superintendent at least thirty (30) days prior to the date on which the leave is to begin, except in cases of emergency.

### **ARTICLE SEVENTEEN** **GRIEVANCE PROCEDURE**

17.1 A "grievance" shall mean a complaint by a teacher, group of teachers, or the association that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this contract. "A grievance may not be initiated under section 17.5 more than twenty (20) days after the employee knew or should have known of the act or occurrence upon which the grievance is based."

17.2 An "aggrieved person" is the person or persons making the complaint.

17.3 The term "days" when used in this Article shall, except where otherwise indicated, mean school days; except the end of the school year when they shall be Monday through Friday, excluding holidays.

17.4 Failure at any step of this procedure by the administration or school board to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to constitute acceptance of the last decision rendered by the administration or school board.

#### INITIATION AND PROCESSING

##### 17.5 Level One - Principal

- a) Any grievant may discuss the grievance with the immediate supervisor in an attempt to resolve the matter informally at that level.
- b) If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) days, the grievance shall be set forth in writing to the principal specifying: 1) the nature of the grievance; 2) the provisions of contract policy or practice violated; and 3) the action required. The principal shall communicate a decision in writing to the grievant(s) and to the association within five (5) days of receipt of the written grievance.

##### 17.6 Level Two - Superintendent

The grievant, no later than eight (8) days after the verified receipt of the principal's decision, may appeal that decision to the superintendent of schools. The appeal must be made in writing, including the matter submitted to the principal, as specified above, and the dissatisfaction with the decision previously rendered. The superintendent or designee shall meet with the grievant to attempt to resolve the matter, as quickly as possible, but within a period not to exceed ten (10) days. The superintendent or designee shall communicate his/her decision in writing to the grievant (s) and the association within ten (10) days after the meeting.

##### 17.7 Level Three - School Board

If the superintendent's decision does not resolve the grievance to the satisfaction of the grievant, the decision may be appealed to the school board within ten (10) days after the verified receipt of the answer in Level 2. The grievant shall have the right to appear before the board to present evidence and argument for the board's consideration. The

decision of the board shall be made and transmitted in writing to the grievant no later than twenty (20) days from the time of submission of the grievance to the board.

#### 17.8. Level Four - Binding Resolution

a. If the decision of the school board does not resolve the grievance to the satisfaction of the grievant (s) or the association, and a third party review is desired, the association may within twenty (20) days of the time from the board's decision, submit the dispute to binding arbitration pursuant to the voluntary rules of the American Arbitration Association. The arbitrator appointed shall limit himself/herself to the issues submitted and shall consider nothing else. The arbitrator shall not have the power to add to delete from, or modify any of the provisions of this Agreement.

b. The decision of the arbitrator shall be binding upon both parties provided, however, that either party shall have a right to appeal such decision to the New Hampshire Superior Court under the provisions of RSA 542 as amended. It is hereby specifically agreed by the parties that this contract and grievance procedure clause are subject to the provisions of RSA 542 as amended.

17.9 A grievant may be represented at all stages of the grievance procedure by him/herself or by the association, but only the association may appeal a grievance to arbitration.

17.10 When a teacher is not represented by the association in the processing of a grievance, the association shall at the time of submission of the grievance to the principal, or any higher level, be notified by the principal in writing that the grievance is in process. Any resolution of this grievance shall not be inconsistent with the terms of this agreement.

17.11 The board shall assure that the parties in interest and witnesses are guaranteed freedom from restraint, interference, coercion, discrimination, or reprisal with respect to the processing of a grievance.

#### 17.12 Costs

The fees and expenses of the arbitrator will be shared by the two parties equally.

#### 17.13 Grievances of a General Nature

Grievances of a general nature filed by the association shall be submitted to level two.

### **ARTICLE EIGHTEEN** **PROFESSIONAL COMPENSATION**

18.1 The basic salaries of teachers covered by this agreement are set forth in the salary schedules in Appendix A which are attached to and incorporated in this agreement. Such salary schedules shall remain in effect during the term of this agreement.

18.2 All teachers shall be given full credit on the salary schedule set forth in Appendix A for full years outside teaching experience in any school district based on the years of experience school column on the schedule.

#### 18.3 Track Changes

a. Teachers shall notify the district in writing by November 1 if they anticipate earning a salary track change during the next school year. Track changes shall be awarded either at the beginning of the contract year or on the first day of the third academic quarter. To receive the track change, the teacher must provide evidence of the completed course work (an official or unofficial record) one (1) week prior to the first day of the contract year or one (1) week prior to the first day of the third academic quarter. If an unofficial transcript or grade report is provided, an official transcript of grade report must be provided by the teacher within thirty (30) days of submitting the unofficial transcript or grade report. If evidence of a salary track change is not provided by one (1) week prior to the first day of the third academic quarter, the teacher may receive the track change during the next school year.

		2019-2020	2020-2021	2021-2022
District Contribution Percentages		82.5%	82.5%	82.5%
Maximum District Payment	Single	\$10,157.78	\$10,259.36	\$10,361.95
	2 Person	\$20,315.56	\$20,518.72	\$20,723.91
	Family	\$27,427.11	\$27,701.38	\$27,978.39

b. Teachers who earn a track change shall receive a one-time lump sum payment

of \$1,000, paid as a separate check within thirty calendar days of the date that the employee's salary reflects the track change.

18.4 Employees shall be paid bi-weekly. Each employee shall have the option of salary payments prorated on the basis of 21 or 26 pay periods. Employees electing 26 pay periods shall have the choice of receiving the balance of salary in a lump sum on the last day of school in June.

18.5 Longevity

Employees shall have added to their contract each year, the following stipend for years of service to the district. Upon completion of eight (8) years of service to the district, bargaining unit members shall receive one hundred fifty (\$150) dollars for every year of experience of teaching in the district.

18.6 A teacher who completes a year of service shall be moved up one step on the salary schedule. However, upon recommendation of the superintendent and subject to approval by the school board, a teacher may be held at step because of unsatisfactory job performance.

**ARTICLE NINETEEN**  
**INSURANCE BENEFITS AND PROVISIONS**

19.1 The board shall make payment of insurance premiums for each employee to assure insurance coverage for the term of employment. Insurance coverage will be effective the first of the month following the starting date of employment. Insurance coverage will end at the end of the month of which an employee is released from their contract. Under continuous employment, insurance is covered for a full twelve month period.

19.2 The board shall furnish to each staff member long-term disability insurance in an amount equal to 66.7% of a teacher's salary as computed on the teacher's salary schedule, subject to the terms of the insurance policy. The district will be responsible for 100% of the long-term disability monthly premium.

19.3 The insurance provider shall be SchoolCare. The insurance provider may be changed by mutual agreement of the district and the association.

The school district shall contribute the following percentages of the Green Open Access plan with \$10 office visit copayments and 5/15/35 prescription coverage or the following amounts, whichever is less:

A member who selects an offered health menu plan option other than the Green Open Access plan, such as Red Open Access Plan shall pay the difference between the cost of the selected option and the district's share of the district provided Green Open Access plan.

In addition, starting January 1, 2022, an adjustment for a high cost plan equal to 50% of the excise tax that accrues under the Affordable Care Act (currently 26 U.S.C. § 4980I) shall be subtracted from the District's share of the premium under this Section, and shall be added to the employee's share of the premium under this Section.<sup>1, 2</sup>

<sup>1</sup> The excise tax is expected to equal 40% of the excess of the plan's cost over \$850 per month (\$10,200 per year) for single coverage or over \$2291.66 per month (\$27,500 per year) for two-person or family coverage. The plan's

19.4 The employee may elect to receive a \$2,000 buy back benefit in lieu of a health insurance policy as follows: The buyback benefit will be paid twice annually; half of the amount will be paid mid-year and the second half at the end of the school year. All buyback payments will be prorated by days of service if the teacher leaves the district prior to the completion of the contract year. All employees must provide proof of insurance coverage, for the employee and others for whom the employee expects to claim a personal exemption deduction, from a non-district source that provides minimum essential coverage (other than in the individual market), if they elect to receive the buy back benefit.

19.5 The district will establish a Flexible Spending Account (FSA) accessible by debit card to allow staff to offset out of pocket healthcare costs. Employees shall be allowed to roll over monies to the extent allowable by law. The district will provide employees access to a Dependent Care Flexible Spending Account to set aside moneys for such purpose on a pretax basis to the extent allowable by law.

19.6 The school district will contribute up to \$650 per employee for the dental insurance plan. There will be no buyout option for dental insurance.

## **ARTICLE TWENTY** **GENERAL PROVISIONS**

### Savings Clause

20.1 If any provision of this agreement is, or shall at any time be, contrary to law or State Board of Education's Rules and Regulations, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the association.

20.2 In the event that any provision of this agreement is, or shall be, contrary to law or the State Board of Education's Rules and Regulations, all other provisions of the agreement shall continue in effect.

### 20.3 Individual Contract

The individual contract between the board and individual teacher as contained in Appendix B is considered to be part of this agreement.

## **ARTICLE TWENTY-ONE** **DURATION**

21.1 The provisions of this agreement will be effective as of August 1, 2019 and will remain in full force and effect until June 30, 2022. The parties agree that negotiations will reopen by September 1, 2021 for the purpose of negotiating a successor agreement.

## **ARTICLE TWENTY-TWO** **RETIREMENT**

Full time retiring teachers covered under this agreement shall be eligible to receive, in addition to regular contracted salary, and upon completion of his/her final year of service, a one-time payment of \$9,000.

### Eligibility:

22.1 Reach age 55 by his/her retirement year.

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cost for purposes of this adjustment is expected to equal the aggregate premium, plus any contributions to FSAs, HRAs and HSAs. The excise tax and adjustment may change with the cost of living per 26 U.S.C. 4980I(b)(3)(C)(v) or with amendments to the Affordable Care Act.

<sup>2</sup> Example: Assume the annual premium for the selected plan with single coverage is \$11,000 and FSA contributions are \$1000. The annual plan's cost is \$12,000 (\$11,000 + \$1000). The annual excise tax and adjustment are expected to be \$720 (40% x [\$12,000 - \$10,200]). The District will subtract \$360 (\$720 x 50%) from its share of the annual premium, and the employee will add \$360 to his/her share of the annual premium.



22.2 Notice of intent to retire must be in writing to the superintendent no later than November 1<sup>st</sup> of the last full year of employment. Said notice is final and binding, but may be waived, on a case-by-case basis, by the board.

22.3 Have served a minimum of fifteen (15) full time consecutive years as a teacher in the district. An approved leave shall not constitute a break in consecutive years for purposes of this Article.

22.4 Otherwise comply with the eligibility guidelines and regulations of the New Hampshire Retirement System.

Other Provisions:

1. No more than three (3) retirees per school year may receive this benefit. If more than three (3) eligible teachers apply, the teachers making the earliest written application on or before November 1<sup>st</sup> of the last full year of employment will be given preference, subject to all other provisions of this Article.

Applications will not be received prior to September 1<sup>st</sup> of the last full year of employment.

WAKEFIELD SCHOOL BOARD

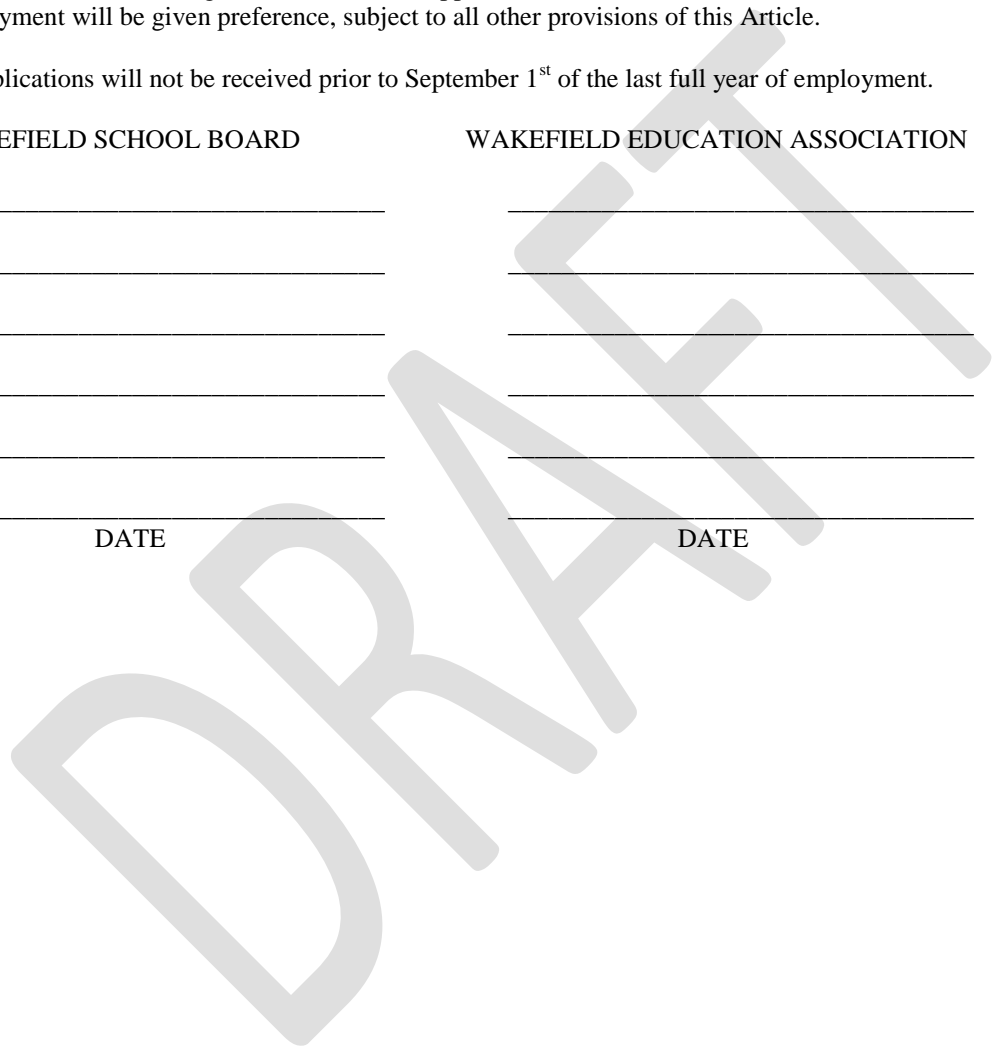
WAKEFIELD EDUCATION ASSOCIATION

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APPENDIX A

SALARY SCHEDULE OF THE WAKEFIELD SCHOOL DISTRICT  
2019-20 SCHOOL YEAR

	BA	BA15	BA30	MA	MA18	MA30
1	34,555	35,913	37,076	38,794	40,326	41,897
2	35,636	37,080	38,318	40,144	41,675	43,300
3	36,753	38,281	39,600	41,538	43,071	44,750
4	37,904	39,524	40,923	42,982	44,511	46,247
5	39,092	40,807	42,293	44,476	46,001	47,796
6	40,316	42,134	43,707	46,020	47,541	49,394
7	41,557	43,478	45,168	47,624	49,132	51,049
8	42,809	44,841	46,680	49,277	50,777	52,757
9	44,152	46,300	48,241	50,992	52,476	54,523
10	45,515	47,783	49,852	52,763	54,233	56,347
11	46,897	49,290	51,521	54,597	56,049	58,235
12	48,324	50,846	53,241	56,494	57,925	60,184
13	52,842	55,663	58,388	62,031	63,525	66,004

Longevity - \$150.00 after 8 years of service for each year of completed service to the Wakefield School District

2020-21 SCHOOL YEAR

	BA	BA15	BA30	MA	MA18	MA30
1	35,669	37,061	38,003	39,764	41,334	42,944
2	36,777	38,257	39,276	41,148	42,717	44,383
3	37,922	39,488	40,590	42,577	44,147	45,869
4	39,102	40,762	41,946	44,057	45,623	47,403
5	40,320	42,077	43,350	45,588	47,151	48,991
6	41,574	43,437	44,800	47,171	48,729	50,629
7	42,846	44,815	46,297	48,814	50,361	52,325
8	44,139	46,222	47,847	50,509	52,047	54,076
9	45,475	47,678	49,447	52,266	53,788	55,886
10	46,873	49,197	51,098	54,082	55,589	57,756
11	48,290	50,742	52,809	55,962	57,450	59,691
12	49,753	52,337	54,572	57,906	59,373	61,688
13	54,163	57,054	59,848	63,582	65,114	67,654

Longevity - \$150.00 after 8 years of service for each year of completed service to the Wakefield School District

2021-22 SCHOOL YEAR

	BA	BA15	BA30	MA	MA18	MA30
1	36,810	38,237	38,953	40,758	42,367	44,018
2	37,946	39,464	40,257	42,176	43,785	45,492
3	39,120	40,725	41,605	43,641	45,251	47,016
4	40,330	42,031	42,995	45,158	46,764	48,588
5	41,578	43,379	44,434	46,727	48,330	50,215
6	42,863	44,773	45,920	48,350	49,947	51,894
7	44,167	46,185	47,454	50,034	51,620	53,633
8	45,503	47,638	49,043	51,772	53,348	55,428
9	46,862	49,119	50,683	53,573	55,132	57,283
10	48,295	50,677	52,376	55,434	56,978	59,200
11	49,747	52,261	54,129	57,361	58,887	61,184
12	51,246	53,895	55,936	59,354	60,857	63,231
13	55,517	58,481	61,344	65,171	66,741	69,345

Longevity - \$150.00 after 8 years of service for each year of completed service to the Wakefield School District

## APPENDIX B

### CO-CURRICULAR STIPENDS

The parties agree to establish a joint committee which shall include 3 members appointed by the association and a representative from, or appointed by the administration, to review stipends proposed by staff and/or administration, and make recommendations. A total stipend budget of \$18,000 is to cover the costs of stipends for at least 12 school clubs or extracurricular activities. The stipended positions offered, the stipend amounts, and the persons assigned to stipended positions may be recommended by the committee, but the Board will make the final decisions.

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## APPENDIX C

### HEALTH INSURANCE

A joint committee shall be established to review and make recommendations for changes to health insurance. The committee shall consist of six members, three appointed by the Association and three appointed by the School Board. The committee shall begin meeting no later than May 1, 2019, and shall submit its recommendations in writing to the Association and to the School Board no later than December 1, 2019. The committee's recommendations shall not be binding upon either the Association or the Board. If, after receiving the committee's recommendations, the Association and the School Board agree to change health insurance provisions, the changes shall be placed in writing and appended to the collective bargaining agreement.

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