AMENDMENT PAGE

The following sidebar language changes are amended to the current contract (2011-12):

(see attached)
1.3.2
1.3.3
9.1
9.2
9.8
11.0 (complete section)

The Newfound Area Teachers Association and the Newfound Area School Board agree to retain the current 2011-12 collective bargaining agreement status quo for FY 2012-13.

Dirdre Blomberg
President
Newfound Area Teachers Association

Nov. 28, 2011
Date

Mary E. Campbell
Chair
Newfound Area School Board

11/28/2011
Date

1.3 2. The terms "teacher" or "nurse" mean a person included in the bargaining unit who has served at least one day of a sixth consecutive contract

3. The terms "probationary teacher" or "probationary nurse" mean a bargaining unit member who has served less than one day of a sixth consecutive contract.

9.1 The employees' day shall begin thirty (30) minutes before school opens in the morning and continue for thirty (30) minutes after school closes in the afternoon, provided however that the beginning and end times can be adjusted by mutual agreement between the employee and the principal as long as the length of the day remains constant. On Fridays or on days preceding holidays or vacations the employees' day shall end at the close of the pupils' day.

9.2 Teachers may be required to remain after school for department or faculty meetings. Every effort will be made to begin the meetings within fifteen (15) minutes of the close of the pupil day, and every attempt will be made to limit the meetings to no more than sixty (60) minutes.

9.8 All employees in the District elementary schools shall have a preparation period insofar as music, art, ICT program and physical education classes permit and a lunch break, without meeting(s) or duty, equal in length to the students' lunch period. Specialists who provide these preparation periods for classroom teachers shall have a duty free lunch each day and no additional duties. An equivalent amount of time shall be provided if an emergency assignment prevents the teacher from using his/her lunch break, and notice shall be provided in writing to the Association President within 24 hours specifying the nature of the emergency.

ARTICLE XI

11.0 EVALUATION OF PERSONNEL

11.1 Age, sex, race, color, marital status, physical or mental disability, religious creed, or national origin are not factors to be considered in the evaluation process.

11.2 Employees shall be employed on a year-to-year basis and shall be considered probationary employees during the first five (5) years of employment. All teachers and nurses are automatically granted the full privileges of the Fair Dismissal Law (RSA 189:14a). An employee not being nominated or reelected shall be notified in writing before April 15 (RSA 189:14a).

11.3 Faculty new to the District shall be oriented by building administrators to the procedures and instruments used in the evaluative process prior to their first observation.

11.4 Employees shall be observed only by certified principals and/or assistant principals. The duration of the observation shall be of sufficient length for the presentation of the entire lesson plan as discussed in the pre-conference. It is the responsibility of both parties to agree upon a time for a post conference at the end of each observation. All professional practice conversations shall relate to a standard framework for teaching to ensure common expectations.

11.5 An employee shall be given a copy of any observation or evaluation report prepared by his/her observer or evaluator within fifteen (15) days of the observation. No such report shall be submitted to the Superintendent's Office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete observation or evaluation form. He/she shall sign the completed form to indicate only that he/she has read the form. The employee has the right to make a written statement on the observation or evaluation form at the time he/she signs it.

11.6 The process of formative professional evaluation shall be differentiated into three tiers:

Beginning Educator is defined as having less than five (5) years of experience and will be referred to as probationary teacher.

Experienced Educator is defined as having more than five (5) years of experience in the district or as having achieved tenure in another school district in New Hampshire and having three (3) years of experience in the district.

Educator in Need of Improvement is defined as having been placed on an improvement plan.
If an employee is placed on an improvement plan, all requirements shall be specific to that exact area to be improved and shall be stated in measurable terms.

11.7 **Formative Reports**

Formative reports shall be presented to non-supervisory employees in accordance with the following procedures:

1. Such reports shall include strengths of the employee as evidenced during the period since the previous formative, weaknesses of the employee as evidenced during the period since the previous formative, and specific suggestions as to the measures which the employee might take to improve his/her performance.
2. Formative reports are to be provided for probationary teachers at least two (2) times each year, the first report to be completed no later than the first week in November and the second to be completed no later than February 15.
3. Within two (2) weeks following a less than satisfactory report, the employee shall submit in writing, to the principal, specific measures or plans he/she has for improvement.
4. All teachers shall be observed at least once between nominations.
5. Employees may request an additional formative observation between nominations. Such a request shall be granted.
6. Employees may request a different observer for the purpose of an additional formative observation.

Experienced Educators may have the option to request an annual classroom formative observation entailing a pre-conference, observation, and post-conference or may request an alternative professional conversation with the principal to set goals for student learning, develop a plan, monitor progress, and reflect on that progress.

11.8 Prior to any employee's annual summative report, the principal and the employee should have had appropriate communication, including but not limited to all steps below, regarding the employee's performance as an instructor.

11.9 **Summative Reports**

Summative reports shall be presented to all employees, by the principal, in accordance with the following procedures:

1. Such reports shall be issued by the principal and based upon a compilation of reports, formative observations, and discussions with any or all supervisory personnel who come into contact with the employee in a supervisory capacity.
2. An employee may request a review of the summative report during the contract year.
3. Such reports shall be issued at least ten (10) days prior to nomination.
4. Such reports shall be issued in narrative form.

1.3 2. The terms "teacher" or "nurse" mean a person included in the bargaining unit who has served at least one day of a sixth consecutive contract

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4. Such reports shall be issued in narrative form.

AGREEMENT

Between

THE NEWFOUND AREA TEACHERS ASSOCIATION

and

THE NEWFOUND AREA SCHOOL BOARD

2011 - 2012

NEWFOUND AREA SCHOOL DISTRICT

0.0 **PREAMBLE**

0.1 The Board of the Newfound Area School District and the Newfound Area Teachers Association, which is affiliated with the NEA-NH/NEA, agree that the educational welfare of the children of the District is paramount in the operation of the school.

0.2 The Board and the Association recognize their responsibilities to each other, to the administration, and to the community to communicate in good faith to reach agreement which is mutually satisfactory.

0.3 The Board recognizes its responsibilities, as the elected policy making corporate body of the District, to meet the educational needs of the children of the District within the limits of the State laws and the regulations of the State Board of Education.

0.4 The Board and Association mutually agree to continue the practice of cooperation with each other.

ARTICLE I

1.0 **RECOGNITION**

1.1 For the purposes of collective negotiations pursuant to RSA 273-A, the Newfound Area School Board recognizes the Newfound Area Teachers Association, in affiliation with NEA-NH/NEA, as exclusive representative of all employees of the Newfound Area School District who are certified by the New Hampshire Public Employee Labor Relations Board, meaning to exclude the principals, assistant principals, full-time administrators, teaching principals, guidance directors, Athletic Director, School-to-Career Coordinator, secretaries, paraprofessionals, custodians, kitchen staff, Student Services Administrator, and School Administrative Unit #4 employees.

1.2 DEFINITIONS

1.3 The following terms shall be used frequently in this Agreement and when used, they shall refer to the definitions described below unless otherwise stipulated.

1. The term "School" means any assigned work location.
2. The terms "teacher" or "nurse" mean a person included in the bargaining unit who has served at least one day of a ~~fourth~~ sixth consecutive contract
3. The terms "probationary teacher" or "probationary nurse" mean a bargaining unit member who has served less than one day of a ~~fourth~~ sixth consecutive contract.
4. The term "employee" includes probationary teachers, probationary nurses, teachers, and nurses.
5. The term "School Board" means the duly elected members of the Newfound Area School Board.
6. The term "Board" means the School Board or its agents.

7. The term "Association" means the Newfound Area Teachers Association, in affiliation with NEA-NH/NEA, acting on behalf of all members of the bargaining unit within the Newfound Area School District.
8. The term "Complaint" means a question raised by a parent, legal guardian, student or other adult person that may influence an employee's evaluation or performance as an employee.
9. The term "Grievance" means a question raised concerning the interpretation, application, or violation of items within the scope of this Agreement.
10. The term "Day" means calendar day except where the school day is specified.
11. The terms "employees" and "parties" include the singular, as well as the plural. From the singular terms "employee" and "party", the plural may be inferred.
12. The term "District" means the Newfound Area School District.

ARTICLE II
2.0 GENERAL PROVISIONS

2.1 This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

2.2 Copies of this Agreement between the Newfound Area School District and the Newfound Area Teachers Association, NEA-NH/NEA, shall be printed at one-half (1/2) the expense of both parties and presented to all employees now employed and hereafter employed by the Board during the term of the Agreement.

2.3 This Agreement shall be binding upon the School Board and its successor, but all cost items shall be contingent upon the funding by an appropriation of the Newfound Area School District.

2.4 All articles in this Agreement applying to employees shall be interpreted and applied uniformly throughout the District.

2.5 Whenever any notice is required to be given by either party to this Agreement to the other, pursuant to this Agreement, the party shall do so by certified mail as follows: The Association shall notify the Chair of the School Board or the Board shall notify the President of the Association.

2.6.1 A teacher shall be presented with two copies of any materials to be placed in his/her personnel file. One copy shall be initialed and placed in the file, to indicate he/she has been given a copy, and the second is for the teacher's records. The teacher shall have the right to attach a written statement to any such material.

2.6.2 Employees shall have the right, upon request with 24-hour notice, to review the contents of their personnel file during normal working hours of the SAU Office. Employees shall have the right to duplicate materials in their personnel file. In the event that multiple copies are requested there may be a per page cost to requesting employees.

2.7 The School Board agrees to make copies of minutes of School Board meetings available for the Association at the same time as they are available to the School Board.

2.8 The School Board agrees to make copies of School Board policies and policy changes for reproduction for the Association.

ARTICLE III
3.0 EMPLOYEE RIGHTS

3.1 The District recognizes the employee's full rights of citizenship. No religious or political activities of any employee, or the lack thereof, shall be grounds for any discipline or discrimination.

3.2 The Board shall not deny or-restrict any right due an employee under the laws of the State of New Hampshire or the United States, or under other applicable laws and regulations.

3.3 No employees shall be required to appear before a regularly or specially held meeting of the School Board on any matter which could adversely affect either the continuation of that employee in his/her office, position, or employment, or the salary or any increments pertaining thereto, unless the employee has been given written notice of the reason for such a meeting at least one week in advance. If an employee is called to meet with a member of the Administration on a matter which may lead to written disciplinary action, the employee shall be advised immediately of said possibility. The employee is entitled to have a representative of the Association present for advice and representation at any such meeting.

3.4 No employee shall be discharged, non-renewed, suspended, removed or reduced in compensation without previously having been notified of the reasons for such action as defined in RSA 189:14a. This item does not supersede or add benefits not found in RSA 189:14a.

3.5 The employee shall have a right to a meeting with the School Board.

3.6 If reduction in force becomes necessary the School Board shall implement it using Board policy GCPA as amended with the seniority tiebreaker clause. It is also agreed the policy GCPA shall not change for the duration of this contract.

3.7 An employee employed prior to being reassigned to teach in a new, experimental, or federally funded program shall be reassigned to his or her former position or to a mutually acceptable position, for which he or she is certified, if the program is discontinued.

3.8 Academic Freedom - The freedom to explore and to discuss ideas and issues in the classroom, either accepted or controversial, is the right of each teacher. The criterion for such freedom is that of seeking improved knowledge and understanding of ideas and issues so that all participants in such discussions may judge the presented material with maturity and competence. In keeping with the goals of education, accepted or controversial ideas and issues may be explored with the following guidelines in mind:

1. Participants should use methods of critical thinking for problem solving and for discriminating among values.
2. Discussions should show a clear connection with the purpose and objectives of the course and/or material being presented.
3. Available materials on all sides of an issue or idea should be presented.

ARTICLE IV
4.0 COMPLAINTS AGAINST EMPLOYEES

4.1 Any complaint against an employee to any member of the administration or School Board by a parent, legal guardian, student, or other adult person, which may be used in any manner in evaluating an employee, must be in writing and shall be investigated promptly. An employee shall be immediately notified upon receipt of a written complaint unless the matter is being investigated by legal authorities and release of the complaint would jeopardize the welfare of the child or the investigation. By the time the investigation is complete, an employee shall be given an opportunity to respond to the written complaint in order that the complaint may be rebutted. If the person making the complaint refuses to set the complaint in writing and participate in this procedure, any and all references to the complaint shall be dropped. An employee shall acknowledge that he/she has had the opportunity to review such complaint by signing the copy to be filed. The signature does not necessarily denote agreement with the contents thereof. An employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or the Superintendent's designee and attached to all copies. Unsubstantiated complaints shall not remain in an employee's file subsequent to the investigation.

ARTICLE V
5.0 GRIEVANCE PROCEDURE

5.1 For the purposes of this article, the meaning of "day" is "school day." However, during the summer vacation period, "business day" shall replace "school day." It is expected that most grievances shall be resolved satisfactorily through the following procedures. It is understood that the grieving parties shall have the right to be represented at all levels of the grievance procedure. The Board has the right to return any grievance for more detailed specification of the alleged violation. If a more detailed specification is requested, the time limit shall be extended three (3) days excluding holidays and school term vacations. Any grievance matter, regardless of outcome, shall not become part of an employee's personnel file.

5.2 **Level 1:** -- The procedure to be followed by grieving parties regarding a grievance related to an alleged misinterpretation, misapplication or violation of this Agreement, is to discuss the matter with the building administrator or superintendent within ten (10) days of the known occurrence of the alleged misinterpretation, misapplication, or violation. Grieving parties are entitled to present their grievances to any higher supervisory officer. An unsatisfactory result of an interview with a supervisory officer may be appealed to the Superintendent of Schools.

5.3 **Level 2:** -- Grieving parties shall appeal to their Principal, within ten (10) days of the meeting at level 1, in writing, using the Grievance Record as shown in Appendix D of this Agreement. A written response by the Principal shall be made within seven (7) days of the appeal.

5.4 **Level 3:** -- Grieving parties may appeal to the Superintendent of Schools the decision of Level 2. This appeal must be made within ten (10) days following the decision of Level 2. If ten (10) days pass without appeal, the grieving parties shall be assumed to be in agreement with the decision. Within seven (7) days of the appeal to the Superintendent, a decision shall be given in writing to the grieving parties.

5.5 **Level 4:** -- Grieving parties may appeal the decision of Level 3 to the School Board. The appeal must be made within ten (10) days following the decision of Level 3. If ten (10) days pass without appeal, the grieving parties shall be assumed to be in agreement with the decision. The School Board shall hear this appeal at its next regularly scheduled meeting. A written response shall be given to the grieving parties within seven (7) days of the completion of the hearing.

5.6 **Level 5:** -- In the event that the grieving parties are not satisfied with a decision made at the School Board level, the grieving parties may request, within ten (10) days, that the Association refer the grievance for arbitration. The Association shall notify the Chair of the Board and the parties shall apply to the NH PELRB for a list of arbitrators within seven (7) days. Upon selection of a mutually agreed upon arbitrator said arbitrator shall hear the appeal, but have no power or authority other than to interpret and apply the articles of this Agreement. The arbitrator has no power to add to, subtract from, alter, or modify the articles or their intent. The arbitrator shall submit a decision in writing to both the Board and the grieving parties. It is understood that the decision shall not be binding, but advisory. It is further understood that any costs for arbitration shall be paid by both parties equally.

5.7 Time periods specified in this procedure may be extended by mutual agreement. However, since it is important that grievances be processed as rapidly as possible the number of days at each step should be considered as a maximum and every effort shall be made by both sides to expedite the process.

ARTICLE VI
6.0 ASSOCIATION RIGHTS

6.1 The Board agrees 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 by reason of membership in the Association or participation in any of its activities or the exercise of their individual rights under RSA 273-A.

6.2 The Association and its representatives shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each school building. The Association may use employee mailboxes for communications to its members.

6.3 The Association shall have the right to request an item be placed in the School Board agenda provided it is submitted in writing ten (10) days prior to the date of the regular meeting.

6.4 The Board agrees to allow up to three (3) members of the Association, selected by the Association, to take a single professional day each for the purpose of attending the NEA-NH Delegate Assembly each year. The Association agrees to pay the cost of substitute teachers required. Regular salaries shall be paid by the district.

6.5 The Board agrees to allow the Association to meet for one (1) hour during the morning activities on the first contractual day each year.

6.6 The administration-proposed calendar will be presented to the Association president thirty (30) calendar days prior to Board action to approve the calendar. The Association may submit input to the Board and such input will be considered by the Board prior to the Board taking action on the proposed calendar.

ARTICLE VII
7.0 DUES DEDUCTION

7.1 It is agreed by and between the Newfound Area Teachers Association, affiliated with the NEA-NH/NEA, and the Newfound Area School Board that upon receipt of written authorization thereof, signed by employees, the Board shall deduct an amount to provide payment of dues for membership and assessments in the Newfound Area Teachers Association, National Educational Association - New Hampshire, and the National Education Association from regular salary checks of such employees. Deductions shall be in equal

amounts for pay periods between September 1 and June 30. The amounts so deducted pursuant to such authorization of the employees shall be promptly remitted directly to the Newfound Area Teachers Association. If employees with dues deduction terminate employment, it is the Association's responsibility to resolve the issue of unpaid dues. The Board further agrees to deductions authorized by employees to credit unions and annuities as has been the past practice of the District.

7.2 The Board shall provide payroll deduction for tax sheltered annuities of the employee's choice. Employees shall complete a payroll deduction form designating the amount and the destination of said funds. The Board, its agents and employees make no representation as to the quality and legitimacy of any plan.

ARTICLE VIII
8.0 JURISDICTION AND AUTHORITY OF BOARD

8.1 The Board, subject only to the language of this Agreement, and applicable law, reserves to itself full jurisdiction and authority over all matters of policy and retains the unrestrictive rights (a) to direct and manage all activities of the school district; (b) to direct the work of their employees; (c) to hire, promote, transfer, assign and retain employees in positions within the school district and to suspend, discharge, withhold all salary increases and/or increment wage increases, or take any other disciplinary action against employees; (d) to maintain the efficiency of the school district's operations entrusted to them; (e) to relieve employees from duties because of lack of work or for other legitimate reasons; (f) to determine the methods, means, and personnel by which the operations of the schools are to be conducted; (g) to take any actions as may be necessary or desirable to carry out the mission of the Newfound Area School District in emergencies; and (h) to unilaterally act on any and all matters not excluded by RSA 273-A or the specific language of this Agreement.

8.2 The Association agrees and understands that the School Board may not lawfully delegate the power or authority which, by law is vested in it and this Agreement shall not be construed so as to constitute a delegation of that power and/or authority. The term "law" as used above shall include regulations lawfully passed by the New Hampshire State Board of Education.

ARTICLE IX
9.0 EMPLOYEE ASSIGNMENTS

9.1 The employees' day shall begin thirty (30) minutes before school opens in the morning and continue for thirty (30) minutes after school closes in the afternoon, provided however that the beginning and end times can be adjusted by mutual agreement between the employee and the principal as long as the length of the day remains constant. On Fridays or on days preceding holidays or vacations the employees' day shall end at the close of the pupils' day.

9.2 Teachers may be required to remain after school for department or faculty meetings. ~~Every effort will be made to confine the meeting to a period of one (1) hour beyond the close of pupil day.~~ Every effort will be made to begin the meetings within fifteen (15) minutes of the close of the pupil day, and every attempt will be made to limit the meetings to no more than sixty (60) minutes.

9.3 District-wide meetings will be posted with appropriate agendas distributed in advance. Meetings held on early release days shall end no later than 3:15 pm.

9.4 Emergency meetings may be called at the discretion of the administration and the nature of the emergency shall be reported in writing within 24 hours to the Association president.

9.5 The employees' assignment shall be made by the administration to indicate subject, grade level, and building and shall be listed on the employees' individual contract at the time it is offered to the employees. If circumstances necessitate a change of assignment (subject, grade level, or building) after the contract is signed, employee shall be notified in writing by July 1. In the case of an emergency situation the School Board shall clearly document the reason for the limited notice. The employee shall have 15 days from receipt of the written notification to accept the proposed change or submit a resignation to the Board. Employees shall be released from their contract without prejudice when the Board has secured an acceptable replacement or when mutually agreed.

9.6 It is understood that professional activities that fall on a weekend, vacation, during the summer, or after the employee day ends shall be attended on a mutual agreement basis between the appropriate administrator and each employee involved.

9.7 All employees at Newfound Regional High School shall have scheduled one period other than lunch each day for purposes of teaching preparation. All employees at Newfound Regional High School shall have a duty free lunch. All employees at Newfound Regional High School shall elect two duties each semester (study hall, lunch, before school, after school). Duties shall be covered by rotating all volunteers. In the event that less than the required number of employees volunteer for a duty in any given semester, the administration may reassign beginning with the least senior employees. Preference in selection of duties shall be given based on seniority.

9.8 All employees in the District elementary schools shall have a preparation period insofar as music, art, ICT program and physical education classes permit and a lunch break, without meeting(s) or duty, equal in length to the students' lunch period. Specialists who provide these preparation periods for classroom teachers shall have a duty free lunch each day and no additional duties. An equivalent amount of time shall be provided if an emergency assignment prevents the teacher from using his/her lunch break, and notice shall be provided in writing to the Association President within 24 hours specifying the nature of the emergency.

9.9 All employees at Newfound Memorial Middle School shall have scheduled a portion of each day for prep/team time. At a minimum teacher preparation time shall be no shorter than one-half (1/2) of non-instructional time.

9.10 The administration may request employees to supervise students during their scheduled preparation period in case of an emergency only after all other attempts for coverage have been exhausted. Emergency coverage must be reported in writing to the Association building representative within 24 hours, specifying the nature of the emergency.

9.11 All attempts will be made to minimize and equalize duties of all employees.

9.12 The Board agrees that the President of the Association shall be assigned no duties beyond the President's regularly scheduled teaching assignments.

9.13 Teachers Convention Day is designated as a teacher workday. Teachers will be allowed to work on professional development tasks of their choice as listed in the District Master Staff Development Plan.

ARTICLE X

10.0 CONTRACTS - TERMS OF EMPLOYMENT

10.1 All employees shall be employed in the Newfound Area School District by a written contract between them and the School Board. Engagement by contract shall be the sole prerogative of the Board on nomination by the Superintendent of Schools.

10.2 Contracts shall be prepared and offered the employees within fifteen (15) days after the second annual meeting (election) as defined in RSA 40:13 or April 15, whichever is later. All contracts must be returned to the Superintendent not later than fifteen (15) days after being offered. A signed contract shall indicate acceptance of the offered position and the conditions appertaining thereto; an unsigned contract, that the position is refused and the employees do not intend to return. A contract not returned within the fifteen (15) day period shall be considered in the same manner as an unsigned contract, and it is understood that the employees have abdicated all rights to the contract. Extension of the fifteen (15) day period may be granted at the discretion of the Superintendent. Termination of contracts shall be by mutual agreement, or, in case of dispute, by legal means presently existing to adjudicate such disputes. The pertinent regulations concerning dismissal are contained in the New Hampshire Revised Statutes Annotated Relating to Public Schools (most recent edition). Chapter 189 section 13 (dismissal for immorality, incompetence, nonconformity to regulations), section 14a (failure of re-nomination or reelection), and section 14b (right and procedure for review by the State Board of Education).

10.3 The basic contract for employees shall be 186 days; 180 instructional days and six other professional days. New teachers to the District shall be required to attend one additional professional day.

10.4 One day prior to the start of the school year shall be for classroom preparation.

10.5 Employees shall be responsible for their own re-certification.

ARTICLE XI
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11.1 Age, sex, race, color, marital status, physical or mental disability, religious creed, or national origin are not factors to be considered in the evaluation process.

11.~~1~~2 Employees shall be employed on a year-to-year basis and shall be considered probationary employees during the first ~~three~~ five (~~3~~5) years of employment. All teachers and nurses are automatically granted the full privileges of the Fair Dismissal Law (RSA 189:14a). An employee not being nominated or reelected shall be notified in writing before April 15 (RSA 189:14a).

11.~~2~~3 Faculty new to the District shall be oriented by building administrators to the procedures and instruments used in the evaluative process prior to their first observation.

~~11.3 All monitoring or observation of the work performance of the employee shall be conducted openly and with full knowledge of the employee but all information gained during building supervision may be used in the evaluation process. Information used in the evaluation process, other than that gained through observations, shall be made known to the employee if it shall affect the employee's evaluation.~~

11.~~4~~4 Employees shall be observed only by ~~persons so designated by the Board as stated in the observer's job description~~certified principals and/or assistant principals. The duration of the observation shall be of sufficient length for the presentation of the entire lesson plan as discussed in the pre-conference. ~~Any observations should be for the duration of the entire lesson observed.~~ It is the responsibility of both parties to agree upon a time for a post ~~observation~~ conference at the end of each observation. All professional practice conversations shall relate to a standard framework for teaching to ensure common expectations.

11.~~5~~5 An employee shall be given a copy of any observation or evaluation report prepared by his/her observer or evaluator within fifteen (15) days of the observation. No such report shall be submitted to the Superintendent's Office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete observation or evaluation form. He/she shall sign the completed form to indicate only that he/she has read the form. The employee has the right to make a written statement on the observation or evaluation form at the time he/she signs it.

~~11.6 Prior to any employee annual evaluation report, the principal and the employee should have had appropriate communication, including but not limited to all steps below, regarding the employee's performance as an instructor.~~

11.6 The process of formative professional evaluation shall be differentiated into three tiers:

Beginning Educator is defined as having less than five (5) years of experience and will be referred to as probationary teacher.

Experienced Educator is defined as having more than five (5) years of experience in the district or as having achieved tenure in another school district in New Hampshire and having three (3) years of experience in the district.

Educator in Need of Improvement is defined as having been placed on an improvement plan.
If an employee is placed on an improvement plan, all requirements shall be specific to that exact area to be improved and shall be stated in measurable terms.

~~11.7 Age, sex, race, color, marital status, physical or mental disability, religious creed, or national origin are not factors to be considered in the evaluation process.~~

~~11.8 **Observation Reports**~~

11.~~7~~9 **Formative Reports**

Formative ~~Observation~~ reports shall be presented to non-supervisory employees in accordance with the following procedures:

1. Such reports ~~shall be written in narrative form and~~ shall include strengths of the employee as evidenced during the period since the previous ~~observation~~formative, weaknesses of the employee as evidenced during the period since the previous ~~observation~~formative, and specific suggestions as to the measures which the employee might take to improve his/her performance.

2. ~~Observation~~ Formative reports are to be provided for probationary teachers at least two (2) times each year, the first report to be completed no later than the first week in November and the second to be completed no later than February 15.
3. Within two (2) weeks following a less than satisfactory report, the employee shall submit in writing, to the principal, specific measures or plans he/she has for improvement.
4. All teachers shall be observed at least once between nominations.
5. Employees may request an additional formative observation between nominations. Such a request shall be granted.
6. Employees may request a different observer for the purpose of an additional formative observation.

Experienced Educators may have the option to request an annual classroom formative observation entailing a pre-conference, observation, and post-conference or may request an alternative professional conversation with the principal to set goals for student learning, develop a plan, monitor progress, and reflect on that progress.

11.8 Prior to any employee's annual summative report, the principal and the employee should have had appropriate communication, including but not limited to all steps below, regarding the employee's performance as an instructor.

11.9

~~11.10~~ **Summative ~~Evaluation~~ Reports**

~~11.11~~ ~~Evaluation~~ Summative reports shall be presented to all employees, by the principal, in accordance with the following procedures:

1. Such reports shall be issued by the principal and based upon a compilation of reports, formative observations, and discussions with any or all supervisory personnel who come into contact with the employee in a supervisory capacity.
2. An employee may request a review of the ~~evaluation~~ summative report during the contract year.
3. Such reports shall be issued at least ten (10) days prior to nomination.
4. Such reports shall be issued in narrative form.

~~11.12 If an employee is placed on an improvement plan, all requirements shall be specific to the exact area to be improved and shall be stated in measurable terms.~~

ARTICLE XII
12.0 INSURANCE BENEFITS AND PROVISIONS

12.1 The District shall offer medical insurance plans Blue Cross/Blue Shield (Comp300-Rx$10/$20/$45) or Matthew Thornton (MTB5-Rx$10/$20/$45) or their equivalent as agreed to by both the Board and the Association. The District shall pay the following percentage of the Matthew Thornton premium toward the monthly premium for whichever plan and coverage (single, 2-person or family) is selected by the employee:

2011-2012 90%

An employee who selects a more expensive plan than the HMO plan shall be responsible for the difference between the HMO plan's premium and the selected plan's premium. Coverage shall commence September 1 (or the first of the month following the date of hire for employees hired mid-year) and end August 31.

12.2 In the event that employees, absent because of illness or injury, have exhausted available authorized leave, the fringe benefits contained herein shall continue throughout the balance of the contract year as defined in 12.1.

12.3 The Board shall provide, without cost to employees, a $20,000 group term life insurance policy which includes double indemnity payment for accidental death.

12.4 The Board shall provide, without cost to employees, multiple peril liability insurance as specified under Policy #503069519-7.

12.5 In the event that the School Board plans to change the coverage, the Association shall be notified under the provisions of Article II.

12.6 Each employee (eligible for health insurance) who can provide proof of alternate health insurance coverage and waives the health insurance benefit provided by the District shall be provided a cash opt-out of $1,500. Two payments shall be made for full-year participation in January and June. Partial year participation shall be prorated. An employee may resume coverage during the year. Reimbursement of opt-out payment shall be required. This benefit does not include a partner who is covered by the District.

12.7 Each current employee (as of ratification) who received one-half of the annual savings between the Comp 300 and MT generated by the district in FY 11 or who moves from Comp 300 to MT during the open enrollment period (The benefit was $529 for an employee on a family plan, $392 for an employee on a 2 person plan and $199 for an employee on a single plan) will continue to receive that fixed amount annually so long as they continue enrollment in the MT plan regardless of whether their status changes. This benefit does not include a partner in the district who is covered by a district plan. This benefit is not available to any employee who is newly employed to begin work in FY 12 of thereafter. No employee currently receiving this benefit may change the benefit amount.

12.8 Personal Effects. The insured may apply up to $500 to cover direct loss in any one occurrence by the perils not otherwise excluded to personal effects while located on the designated premises, belonging to the insured, officers, partners, or employees thereof, and limited to $100 on personal effects owned by any one individual. The Extension of Coverage does not apply if the loss is covered by any other insurance, whether collectable or not, or which would have been covered by such other insurance in the absence of the policy. At the option of the Company, loss under the Extension of Coverage may be adjusted with and payable to the insured.

12.9 If employees enroll in the District's Section 125 Plan then the employee contributions toward health insurance premiums shall be made pre-tax in accordance with the IRS Code.

ARTICLE XIII
13.0 AUTHORIZED LEAVE

13.1 **Authorized Leave**

Authorized leave shall be interpreted to mean absences due to illness, emergency (including bereavement) and personal reasons of the employee. Employees will begin each year with 19 school days for use as authorized leave. Unused authorized leave shall be allowed to accumulate from year to year. The maximum allowed to be carried from one year to the next is 100 days. As of July 1st of each year, up to 12 days shall be added to the days carried over from the previous year. A doctor's certificate shall be

presented for absences in excess of three consecutive school days (excluding bereavement), as requested by the Superintendent. If absences due to illness, injury or disability continue beyond the available amount of the employee's authorized leave, and the available use of the employee's sick bank allotment, the employee is to receive the difference between the District's advertised daily substitute per diem pay and their salary, up to and including 60 school days. The difference in pay benefit may be totally used only once in each two-year period. Authorized leave shall not ordinarily be granted during the first and last five days of the school year unless approved by the building principal. Advance notice of three days shall be required to take the day before or after a school holiday and vacation, except in emergencies.

13.2 **Sick Leave Bank**

In the event of catastrophic illness or serious illness or disability, an employee may obtain sick leave from the Sick Leave Bank based on the following conditions:

- Present authorized leave accumulation is exhausted.
- There is medical documentation for the condition.
- The employee must have contributed to the Bank.

Voluntary contributions will be accepted and recorded in September. An employee must contribute two authorized leave days to the Sick Leave Bank in order to join the Sick Leave Bank. Thereafter, the employee must contribute one day per year to remain a member of the Sick Leave Bank to be eligible for Sick Leave Bank time. Teachers shall sign and return a form indicating whether they will or will not join the Sick Leave Bank by the last school day of September. The administration shall provide the President of the Association with the number of those participating in the Sick Leave Bank no later than the second week of October each year. The administration shall also provide to members, no later than the second week of October, confirmation of the days contributed to the Sick Leave Bank.

An employee who has contributed to the Sick Leave Bank and who desires days from the Sick Leave Bank shall make written application addressed to the chair of the Sick Leave Bank Committee with the medical documentation attached. A committee of three employees (one from each level and elected by the bargaining unit) and two administrators (appointed by the Superintendent) will review all applications and forward a decision to the Superintendent. An employee who has been denied days from the Sick Leave Bank may appeal, in writing, the decision of the Sick Leave Bank Committee to the Superintendent within ten days. Committee members will serve for three-year terms.

Upon presentation of satisfactory medical evidence of disability or illness to the Committee and approval by said Committee, an employee participating in the Sick Bank may be granted up to 30 additional days of Sick Leave Bank time. Should the employee still be disabled after this time, he/she may request an additional 30 days for a maximum of 60 days.

Any unused days in the Sick Leave Bank will carry over to the next year. The maximum number of days to be utilized by all employees shall not exceed 180 days per year.

~~13.3~~ **Child Rearing Leave**

Leave for the birth and care of an employee's child or placement for adoption or foster care of a child with an employee, may be taken by either parent/employee with at least thirty (30) days written notice to the School Board.

Up to twelve weeks leave shall be granted upon the request of the employee. Employees shall be paid by utilizing authorized leave up to the full twelve weeks. Health insurance coverage shall be maintained at the shared District/employee cost for the duration of the paid leave period.

During unpaid leave (not utilizing sick leave), health insurance coverage may be maintained at the employees' expense, paid monthly in advance. If health insurance payments are ten (10) days late, a certified letter from the District shall be sent notifying employees that without payment in fifteen (15) days the carrier shall be notified to terminate the insurance coverage. Unpaid leave shall be granted if requested by the employee for a total leave (combined paid and unpaid) period of up to one year.

~~13.4~~ **Military Leave**

Military personnel, who are in reserve status, and who are called to active duty in any of the United States military services which cannot be postponed or deferred, such as Reserve Duty, Special Emergency Duty, etc., shall be compensated for such absence from their contract duty to the District to the extent that the

District shall pay, during their contract, the difference between their per diem contract salary and their per diem military pay. The intent of this policy is to give full salary to the employees on military duty in addition to the District providing a substitute to fulfill their contract responsibilities. Employees must provide adequate lesson plans for at least ten (10) school days to their replacement.

13.5 **Jury Duty**

If it is necessary for employees of the District to serve as jurors, they shall be assured of their contract salary.

13.6 **Other Leaves**

Other leaves may be granted at the discretion of the Board and this includes extended leaves for additional study, exchange teaching, health and family illness.

13.7 **General Provisions**

1. Upon return from any leave granted by the School Board, employees shall be assigned to the same position, unless the position has been modified or terminated during the leave.
2. Employees on leave of absence shall not be denied the opportunity to substitute in the School District by reason of the fact that they are on a leave of absence.
3. Upon return from such leave of absence, all accrued rights and benefits held prior to leaving shall be reinstated upon returning to employment. Employees shall be given full credit for actual teaching experience gained while on leave.
4. Employees on leave under the above provisions of the Article shall be issued a statement indicating the type, duration and conditions of such leave.

ARTICLE XIV
14.0 PROFESSIONAL IMPROVEMENT

14.1 Reimbursement during any given school year in a maximum of $1300 shall be available for each employee for professional growth programs (staff development workshops and/or college/university courses). Professional growth programs shall be undertaken with the understanding that they fall within the limitations of the staff development plan. The District is not required to provide release time from class for more than ten (10) teachers on any given day for workshop attendance.

a) A maximum of $600 per school year (from the total possible allotment of$1300) may be used for approved staff development activities.

b) A maximum of $1300 per school year (from the total possible allotment of$1300) may be used to reimburse employees for credits earned at a regionally accredited college or university, which will cover the expenses of tuition. All courses shall be reimbursed the following October, March or June after successful completion of the course. In order that sufficient funds can be budgeted for this purpose, it shall be necessary for employees to notify the Superintendent of their intention to take courses by November 1st of the fiscal year prior to the fiscal year in which they plan to be reimbursed.

In no event shall the benefit paid under this provision exceed $35,000 annually.

14.2 Such compensation shall be made only after one (1) year of teaching experience. First year employees, in the District, with two (2) or more years of prior experience may apply for reimbursement for a second semester course, in their first year of employment.

14.3 All professional growth programs, not including course reimbursement, shall be reimbursed following completion of the program except where programs are prepaid. All attempts will be made to reimburse all employees for professional growth programs within two accounts payable cycles after the employee has submitted the appropriate paperwork. Mileage reimbursement, for private vehicle use, shall be paid at the current IRS rate.

14.4 Employees shall have prior approval of their program from the Principal and Superintendent. Proof of successful completion of programs shall be given to the Superintendent prior to reimbursement.

14.5 **Special Projects**. Employees may make application to the Superintendent of School to develop ideas, teaching units or programs during summer months or outside of school time during the school year. Total expenditures cannot exceed $30,000 per year. Employees shall receive a rate of $25 per hour. The Superintendent shall authorize all proposals that require funding.

ARTICLE XV
PROFESSIONAL COMPENSATION

15.0

15.1 All employees shall be placed on scale in accordance with this contract as provided in Appendix A unless there is evidence of unsatisfactory performance as prescribed in Article XI, Evaluation of Personnel. Teacher placement on the salary schedule as of November 15 shall remain at that placement for the balance of the school year. No new employee shall be placed on a step of the salary schedule which is higher than those steps for current employees with equivalent experience. Exceptions will be allowed if the Superintendent determines, and the School Board approves, that there is an unavailability of qualified candidates.

15.2 Criteria for column advancement: 1) All courses shall be earned from a regionally-accredited college or university; 2) all courses shall be earned after the awarding of a teacher's most recent degree; 3) all courses shall be graduate level; 4) undergraduate courses may be eligible within an approved program (see Article XIV); 5) 45 hours of staff development equals one (1) credit toward column advancement; 6) a maximum of six (6) credits may be obtained from approved staff development; 7) #5 and #6 shall be for anyone moving from the BA to the BA + 15 only.

15.3 Individuals involved in co-curricular assignments as set forth in Appendix A-1, which is attached to and incorporated in this agreement, shall be compensated in accordance with the provision of Appendix A-1 without deviation. In the event a new co-curricular position is created during the term of this Agreement, the School Board shall establish the initial salary and the salary for said position shall be negotiated in future agreements. If the activity is less than 8 weeks, reimbursement shall be made at the end of the activity. If the length of the activity is more than 8 weeks, but less than a full year, the reimbursement shall be made twice. If the activity is for a full year, reimbursement shall be made three times a year. Payment will be in a separate paycheck not added to the regular employee paycheck. This payment arrangement also includes co-curricular assignments that are not listed in Appendix A-1. Co-curricular payments shall not be made if the entire season or activity is canceled prior to its scheduled start. Cancellation of a season or activity after its scheduled start shall result in payment on a pro rata basis. All co-curricular activities shall be reviewed for appropriate placement every three (3) years, beginning in 2001.

15.4 Employees, required in the course of their work to drive personal cars from one school building to another, shall be paid at the current IRS rate per mile. The same allowance shall be given for use of personal cars for field trips or other business of the District.

15.5 The District shall not ask nor encourage its employees to transport students in personal vehicles.

15.6 The basis for pay shall be twenty-six (26) biweekly periods with checks available on Fridays. When a payday comes during a vacation period, the checks shall be mailed to the address on file in the Office of the Superintendent, or to another address designated in writing by the teacher at least two weeks prior to the vacation period. Employees shall be paid biweekly. Each employee shall receive two (2) payments on the first payday in December. The final payment shall be made on the last workday in June.

15.7 Any member of the bargaining unit who has taught in the Newfound system for a minimum of twenty (20) years is entitled to a stipend upon retirement. At age 50 that stipend is one-half of one percent (0.5%) of his/her final salary multiplied by the number of years taught in the system. At age 55 the stipend is one percent (1%) of his/her final salary multiplied by the number of years taught in the system.

15.8 A bargaining unit member desiring to take advantage of this retirement benefit must so inform the Superintendent in writing by November 1st of his/her final year of teaching. The retirement benefit stipend shall be paid in the fiscal year after notice is received. Payment of the retirement benefit stipend shall be a single payment on the District's pay date closest to July 30 of the next fiscal year.

15.9 A person covered by this agreement and employed 60% time or less shall advance one step for every two years of service. A person covered by this agreement and employed for more than 60% time shall advance one step for each year of service.

15.10 A person covered by this agreement and employed by the, Newfound Area School District on or before December 15th of a contract year shall receive credit for one year of experience in future contract offerings. A person employed following December 15th shall receive credit for 1/2-year experience.

15.11 Employees hired but not starting at the beginning of the year shall be pro-rated commencing the first day of employment.

15.12 Notwithstanding any other provision in this Agreement, payment of compensation to an employee (including but not limited to co-curricular stipends and retirement stipends) that is in addition to base pay,

will, if the School District will be assessed for the retiree by the New Hampshire Retirement System under RSA 100-A:16, III(a) or any other similar statute, be divided into two separate lump sum payments. The first lump sum payment shall be due and payable in July following the date of retirement and shall equal the maximum payment that will not result in the School District being assessed by the New Hampshire Retirement System. The second lump sum payment, in an amount equal to the remainder of the compensation that was not paid in the first lump sum, shall be due and payable at least 121 days after the employee's retirement with the next regularly scheduled payroll but only at such time so as to prevent the School District from being assessed by the New Hampshire Retirement system under RSA 100-A:16,III(a) or any other similar statute.

ARTICLE XVI
SAVINGS CLAUSE

16.0

16.1 If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is changed by legislative action, by executive order, or by directive of the State Board of Education, or is held to be contrary to law by a court of competent jurisdiction and a final determination has been made, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

16.2

REPLACEMENT CLAUSE

16.3 When any provision or application of the Agreement is deemed to be not valid according to the preceding clause, the parties shall enter into immediate negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision or application.

ARTICLE XVII
DURATION

17.0

17.1 The Newfound Area School Board and the Newfound Area Teachers Association agree that all the provisions of this Agreement, except as specified below, having been ratified by both parties, shall remain in effect between Midnight, July 1, 2011 and Midnight, June 30, 2012.

President
Newfound Area Teachers Association

Date

Chair
Newfound Area School Board

Date

APPENDIX A

2011-2012
Matrix

Step	BA	BA+15	MA	MA+15	MA+30	CAGS	NURSE
Min	$33,839	$34,503	$35,299	$36,163	$37,092	$38,518	$27,071
1	$34,370	$35,034	$35,829	$36,758	$37,755	$38,817	$27,496
2	$35,034	$35,698	$36,626	$37,622	$38,684	$39,745	$28,027
3	$35,829	$36,494	$37,688	$38,748	$39,878	$40,940	$28,664
4	$37,157	$37,821	$39,148	$40,277	$41,471	$42,532	$29,726
5	$38,617	$39,280	$40,607	$41,801	$43,063	$44,125	$30,894
6	$40,076	$40,740	$42,067	$43,328	$44,655	$45,717	$32,061
7	$41,537	$42,200	$43,660	$44,987	$46,380	$47,443	$33,229
8	$ 43,129	$43,793	$45,255	$46,646	$48,106	$49,167	$34,503
9	$44,720	$45,385	$46,845	$48,305	$49,831	$50,893	$35,776
10	$46,313	$46,977	$48,436	$49,963	$51,556	$52,617	$37,051
11	$47,906	$48,569	$50,029	$51,622	$53,281	$54,343	$38,325
12	$49,499	$50,162	$51,622	$53,281	$55,007	$56,068	$39,599
13	$51,092	$51,755	$53,215	$54,940	$56,733	$57,793	$40,873
14	$53,208	$53,892	$55,531	$57,650	$59,494	$61,750	$42,686

Nurses who hold a Bachelor's Degree shall be paid on the BA Column

Appendix A – 1

Co-Curricular Salaries for 2011-2012

Category	2011-2012
A	$3275
B	$2966
C	$2686
D	$2101
E	$1946
F	$1205
G	$ 618

Note: Add 1% per year for Newfound coaching/sponsorship (same program) experience.

Appendix B

ACTIVITIES CLASSIFICATIONS

Classification A
Advisor – Stage Crew (all year) – NRHS
Advisor – Yearbook (all year) – NRHS
Basketball – Boys Varsity
Basketball – Girls Varsity
Football – Varsity Head Coach (NRHS)

Classification B
None

Classification C
Advisors – Senior Class (2)
Baseball – Boys Varsity
Basketball – Boys Junior Varsity
Basketball – Girls Junior Varsity
Basketball Cheerleading – Varsity
Cross Country – Boys
Cross Country – Girls
Director – One Act Plays
Director – Senior Class Play
Director – Spring Musical
Field Hockey – Girls Varsity
Football – Junior Varsity Coach (NRHS)
Skiing – Boys (NRHS)
Skiing – Girls (NRHS)
Soccer – Boys Varsity
Softball – Girls Varsity
Track – Boys Varsity
Track – Girls Varsity
Volleyball – Girls Varsity
Wrestling – Boys Varsity

Classification D
Baseball – Boys Junior Varsity
Baseball – Boys (NMMS)
Basketball – Boys (NMMS)
Basketball – Girls (NMMS)
Basketball Cheerleading – Junior Varsity
Basketball Cheerleading – NMMS
Cross Country – Boys/Girls (NMMS)
Field Hockey – Girls Junior Varsity
Field Hockey – Girls (NMMS)
Skiing – Boys/Girls (NMMS)
Soccer – Boys Junior Varsity
Soccer – Boys/Girls (NMMS)
Softball – Girls Junior Varsity
Softball – Girls (NMMS)
Track & Field – Boys/Girls (NMMS)
Volleyball – Girls Junior Varsity
Volleyball – Girls (NMMS)
Wrestling – Boys (NMMS)

Classification E
Director – Select Choir/Jazz Band (NRHS)
Literary Magazine (NRHS)

Classification F
Advisor – Academic Decathlon (NRHS)
Advisors – Junior Class (2) (NRHS)
Baseball – Assistant Coach (NRHS)
Director – Jazz Band (NMMS)
Director – Pep Band (NRHS)
Director – Select Chorus (NMMS)
Football – Junior Varsity Assistant Coach (NRHS)
Football – Varsity Assistant Coach (NRHS)
Music Director – Spring Musical (NRHS)
Softball – Assistant Coach (NRHS)
Track – Assistant Coach (NRHS)
Wrestling Assistant (NRHS)

Classification G
Advisor – Freshman Class
Advisor – Granite State Challenge
Advisor – Math Counts (NMMS)
Advisor – Math Team, Junior Varsity
Advisor – Math Team, Varsity
Advisor – National Honor Society (NRHS)
Advisor – Sophomore Class
Advisor – Student Council (NMMS)
Advisor – Student Council (NRHS)
Director – Fall Play (NMMS)
Director – Spring Drama (NMMS)
Directors – One Act Plays (4)
Ski Assistant (NRHS)
Track & Field Assistant – Boys/Girls (NMMS)
Yearbook

NEWFOUND AREA SCHOOL DISTRICT TEACHER CONTRACT

<<Step>>

AGREEMENT made this _____ day of _____, 20___, by and between NEWFOUND AREA SCHOOL DISTRICT, hereinafter called the District, and _____<<Name>> of <<City>>, New Hampshire, hereinafter called the Teacher.

WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

1) The District shall employ the Teacher for the school year beginning on _____ following the date of this agreement, and ending on the following June 30th, at an annual salary of <<Salary>> payable in 26 bi-weekly installments commencing on _____, 20____, less any deductions required by Federal or State law, proper deductions for loss of time, and other deductions agreed to by the parties and authorized in writing by the Teacher.
2) The Teacher shall work for the District for said period and shall conform to and carry out all public school laws and all lawful rules and regulations relative to the conduct of the schools and teachers which may be adopted by the School Board or the State Board of Education (RSA 189:15 and 186:5).
3) The Teacher is assigned to the following position:

<<Position>> <<School>> .

Such position shall include those duties of a non-instructional nature as are customarily incident thereto. The right is reserved to the District to make such changes in the Teacher's assignment as unforeseen conditions may require for the best interests of the school system except that in no event shall the Teacher be assigned to a position for which he/she is not qualified or certified by the State Department of Education to occupy. The salary quoted herein is the entire compensation of the Teacher for all services to be performed under this agreement.

4) The employment of the Teacher hereunder shall not be valid unless the Teacher holds at the beginning of the school year an appropriate credential issued by the NH State Department of Education for the position for which he/she has been employed. This contract shall become null and void if the Teacher fails to maintain such teaching credential in full force and effect throughout the school year.
5) The salary quoted herein is for a school year of not more than 180 school and 6 other professional work days.
6) This contract may be terminated by the District prior to its expiration date if the Teacher is lawfully dismissed in accordance with RSA 189:13, or is lawfully removed in accordance with RSA 189:31 and 32, and in case of such termination the District shall be obligated to pay the Teacher his/her compensation for services rendered up to the effective date of termination, but shall not be otherwise liable to the Teacher.
7) This contract may be terminated by mutual consent at any time.
8) The Teacher and the District shall be bound by the public school statutes of New Hampshire now in force and hereafter enacted, and by all applicable administrative rules and regulations adopted thereunder having the effect of law.

IN WITNESS WHEREOF the parties hereto have executed this contract.

_____
Superintendent of Schools

NEWFOUND AREA SCHOOL DISTRICT

_____
Teacher

By _____
Chair, Newfound Area School Board

Appendix D
NEWFOUND AREA SCHOOL DISTRICT

GRIEVANCE RECORD
(For use at levels 1,2,3,4 or 5)

Grievance No. _____

Level _____

Name of Grieving Party _____ Date Files _____

Building _____ Assignment _____

Date of Alleged Grievance _____

Article of Agreement or policy allegedly violated _____

Statement of Grievance _____

Nature of extent of the injury or loss involved _____

Remedy Sought _____

_____
Signature of Grieving Party

Disposition by: Principal
Superintendent
School Board
Arbitrator

Date Answered _____

_____
Principal/Superintendent/School Board Chair/Arbitrator

Grievance settled on the basis of the Principal's/Superintendent's/Board's/Arbitrator's answer _____

Signature of Grieving Party

AMENDMENT PAGE

The following sidebar language changes are amended to the current contract (2011-12):

(see attached)

1.3.2

1.3.3

9.1

9.2

9.8

11.0 (complete section)

The Newfound Area Teachers Association and the Newfound Area School Board agree to retain the current 2011-12 collective bargaining agreement status quo for FY 2012-13.

President Date

Newfound Area Teachers Association

Chair Date

Newfound Area School Board