NEGOTIATED AGREEMENT

BETWEEN

**THE NEWPORT TEACHERS' ASSOCIATION / NEW HAMPSHIRE**

AND THE

**NEWPORT SCHOOL DISTRICT**

Revised 13.1 and Appendix C

June 16, 2011

September 1, 2010 through August 31, 2012

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## ARTICLE I

## RECOGNITION

1.1 The Newport School Board hereby recognizes the Newport Teachers' Association affiliated with the NEA-New Hampshire as the exclusive representative for all certified professional employees including classroom teachers, guidance counselors, nurses, librarians, athletic director and department heads except when an employee is a full-time administrator.

## ARTICLE II

## MANAGEMENT RIGHTS

2.1 Except as limited by express provisions of the Agreement, the School Board reserves the right to exercise management prerogatives to include, but not limited to: determining the standards of services to be offered by it; setting the standards of selection of employees; selecting employees; directing and assigning its employees; relieving its employees from duties because of lack of work or other legitimate reasons; maintaining the efficiency of governmental operations; determining the methods, means and personnel by which its operations are to be conducted; determining the content of job classifications; allocating and reorganizing positions; and staffing and taking all necessary actions to carry out its mission in emergencies.

## ARTICLE III

## NEGOTIATION PROCEDURE

3.1 On or before October 1, either party may initiate negotiations in accordance with RSA 273:A.

3.2 During negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. The Board and the Association will make available to one another for inspection all pertinent non-confidential records, dates and information used in developing proposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

3.3 Any agreement reached shall be reduced to writing and be signed by the Board and by the Association.

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

3.5 If the parties have agreed to all cost items by the budget submission date (as defined in RSA 273-A:1 III), the Board agrees to publicly support those cost items. The Board and the Association will then come to agreement as to how the agreed upon contract will be submitted at the annual school district meeting i.e.: as a separate warrant article or as part of the main budget article. However, if the total budget is cut by the district meeting by an amount which the Board, in its sole discretion, determines requires the reopening of negotiations, then the Association agrees to reopen negotiations at the request of the Board, such negotiations to be limited to cost items.

## ARTICLE IV

## GRIEVANCE PROCEDURE

4.1 Definition. A "grievance" is any claim by a bargaining unit member, group of bargaining unit members, or the Association alleging there has been a violation, misinterpretation or misapplication of any provision of this Agreement. All time limits specified in this Article IV shall mean school days, except under Section 4.12.

4.2 Purpose. The parties acknowledge that it is more desirable for a bargaining unit member and his immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (see attached Grievance Report Form – Appendix A) and referred to the following formal grievance procedure. A grievance to be considered under this procedure must be initiated in writing within twenty (20) school days of its occurrence.

4.3 Any bargaining unit member covered by this Agreement shall have the right to be represented at any stage of the grievance procedure.

4.4 Formal Procedure. The grievance shall state the specific alleged violation, misinterpretation, or misapplication with proper reference to the contract Agreement and the relief sought. It shall also set forth names, dates, and other related facts that will provide a sound basis for a complete understanding of any such grievance. In cases where more than one bargaining unit member shall have a grievance on the same alleged violation, misinterpretation, or misapplication, such being filed with the Newport Teachers' Association grievance committee prior to any of the individual grievances reaching Level A, such bargaining unit members may file a single grievance bearing the signatures of all bargaining unit members involved, and have said grievance treated at each level according to the rights and procedures of this section with only one of the bargaining unit members representing those involved.

4.5 Level A. Within five (5) school days of receipt of a formal grievance, the building principal shall meet with the aggrieved bargaining unit member and any other pertinent personnel. Within five (5) school days following any such meeting, the principal shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred to Level B within five (5) school days of the receipt of an answer given at this level.

4.6 Level B. Within ten (10) school days of a grievance being referred to this level, the superintendent and/or his/her designee will meet with the participants of Level A and examine the facts of the grievance. The superintendent and/or his/her designee shall give his/her answer in writing within five (5) school days of any such meeting. If the grievance is not settled at this level, then within five (5) school days from receipt of the answer rendered at this level, the grievance may be referred to Level C.

4.7 Level C. Within fifteen (15) school days of a grievance being referred to this level, the School Board will meet with all the participants necessary to obtain and examine the facts of the grievance. A decision in writing with reasons for such decision will be rendered by the School Board ten (10) school days after it has completed its deliberations.

4.8 Level D. If the grievance remains unsettled, the grievant has fifteen (15) school days to notify the superintendent if he/she is referring the matter to the Association requesting arbitration. If the matter is referred to arbitration, then the parties shall apply to the American Arbitration Association to name an arbitrator under its rules and procedures. The arbitrator shall use his/her best efforts to arbitrate the grievance, but s/he shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator shall thereafter submit a decision to both parties. The arbitrator's decision shall be binding. The parties agree to share equally in the compensation and expenses of the arbitrator.

4.9 The arbitrator shall not award damages in excess of a make whole remedy.

4.10 Time periods specified in this procedure may be extended by mutual agreement.

4.11 Grievance(s) of a general nature, or involving the superintendent, may be submitted by the Association to Level B. The principal will be notified of this action. A grievance, in order to be considered further must be forwarded to the next appropriate level within ten (10) school days from receipt of the answer given at the preceding level.

4.12 In the event a grievance is filed on or after June first (1st), the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.

4.13 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall allow the aggrieved person(s) to proceed to the next level. Failure at any level of the procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

4.14 The parties agree that bargaining unit members covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any personal grievance(s).

## ARTICLE V

## TEACHER RIGHTS

5.1 Pursuant to the New Hampshire Public Employment Labor Relations Law, the employer hereby agrees that every eligible employee of the district shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by the Law or other Laws of New Hampshire or the Constitutions of New Hampshire and the United States: that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the association or collective negotiations with the employer; or his/her institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

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

5.3 The bargaining unit member shall have the right to review the contents of his/her personnel records (excluding initial references) of the district pertaining to said bargaining unit member, originating after initial employment and to have a representative of the Association accompany him/her in such review. Other examinations of a bargaining unit member's file(s) shall be limited to qualified professional supervisory personnel. Except when immediate access is needed, i.e. grievances, disciplinary actions, a bargaining unit member shall provide 24 hours notice of intent to review his/her file.

5.4 No material related to a bargaining unit member's job performance or behavior, including complaints and compliments originating after initial employment, will be in his/her personnel file unless the bargaining unit member has had an opportunity to review the material. The bargaining unit member may submit a written notation regarding any material, and the same shall be attached to the file copy of the material to be placed in the file. If the bargaining unit member believes the material is inappropriate or in error, s/he may request that the material will be corrected or expunged from the file, whichever is appropriate. When a bargaining unit member is requested to sign material placed in the file, the signature indicates that s/he has read the material, and the signature shall not be interpreted to mean agreement with the content of the material.

## ARTICLE VI

## ASSOCIATION RIGHTS

6.1 The Association may use school buildings at reasonable times for meetings. Request for the use of the buildings will be in writing to the principal in advance. Any additional costs, such as heating and lighting, resulting from such use will be paid by the Association.

6.2 The Association, upon request, will be given time on the first workday of the school year to present brief reports and announcements.

6.3 The Association shall have the right to post notices of its activities and matters of teacher concern on an association bulletin board, approved by the principal, in faculty rooms and may continue the use of the faculty mail box and e-mail system.

6.4 The Association may with permission from the building principal, use school equipment normally used by teachers for Association activities. However, expendable material will be at the expense of the Association. Further, the Association will pay for any equipment damaged.

6.5 Representatives of the Association shall be allowed to conduct Association business on school property at any time, provided it does not interrupt school activities.

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

6.7 Rights granted to the Association under this Article VI shall not, in the judgment of the Board, be disruptive or injurious to the Newport educational system, its students, the faculty, or administration, nor in violation of any of the provisions of this Agreement. In making judgments under this section, the Board shall not be arbitrary or capricious.

## ARTICLE VII

## LEAVES OF ABSENCE

7.1 Temporary Leave

1. Each bargaining unit member who is still under full time contract for a professional year shall be granted fifteen (15) temporary leave days per year, eleven (11) of which may be used only for personal illness or illness of a member of his/her family. The remaining four (4) temporary leave days may be used as personal leave days for conducting affairs that cannot be conducted at any other time. No temporary leave days will be used to create or extend a holiday or vacation, social affairs or recreation, without the permission of the principal. Exceptions for the use of temporary leave days may be granted for extenuating circumstances. Requests for such shall be made in writing and granted by the building principal. The principal may ask for justification of extended periods of leave time for any bargaining unit member. Temporary leave days shall be prorated for any bargaining unit member who is employed part-time or for less than a full year.

2. Unused temporary leave days shall be accumulative to one hundred twenty (120) days.

3. Notice of intent to use personal leave days will be made in writing to the building principal. Except in emergencies, forty-eight (48) hour notice is required.

4. When a bargaining unit member is absent from his/her assignment, such absence shall be a chargeable absence and shall be deducted from his/her accumulated temporary leave days. Absences for one-half (1/2) day or less shall be chargeable as one-half (1/2) day. Absences for less than a day, but more than one-half (1/2) day shall be chargeable as one (1) day.

5. Any bargaining unit member who takes no more than two (2) temporary leave days during the regular work year shall receive a $250.00 stipend. Any bargaining unit member who takes no more than three (3) temporary leave days during the school year shall receive a $150.00 stipend.

7.2 Educational Leave. A leave of absence without pay or any other benefits, of up to one (1) year, may be granted by the School Board to any continuing contract bargaining unit member, upon application, for the purpose of engaging in advanced study at an accredited college or university.

7.3 Military Leave. Military leave without pay or any other benefits shall be granted to any bargaining unit member as mandated by state or federal law.

7.4 NEA - New Hampshire Service. A leave of absence without pay or other benefits of up to two (2) years shall be granted any continuing contract bargaining unit member upon application, for the purpose of serving as the president of NEA-New Hampshire.

7.5 Sabbatical Leave

1. Sabbatical leave may be granted by the School Board upon recommendation of the superintendent of schools. Such leave is designed to encourage the improvement of instruction, supervision and administration in the district. The superintendent shall not be arbitrary or capricious in his/her recommendations.

2. Any member of the bargaining unit may apply for a sabbatical leave for the purpose of full time study or research which offers potential benefit to the individual and to the district, providing such bargaining unit member has been under continuous contract in the Newport School District for not less than seven (7) years. An application for sabbatical leave must be filed with the superintendent of schools no later than November 15 of the year preceding the start of the leave. Such leave shall be granted to not more than one (1) person in the bargaining unit in any one (1) year.

3. A full year sabbatical entitles a bargaining unit member to receive benefits and remuneration of one-half of his/her annual salary. For a half-year sabbatical, the bargaining unit member will receive one-half of the salary he/she would have received during this period. A half-year leave will be approved only if satisfactory arrangements can be made to replace the bargaining unit member on half-year leave. During the sabbatical, the bargaining unit member will receive the benefits and the credit allowance as specified in Article X--Section 2 offered to a bargaining unit member in active service. A bargaining unit member will receive credit on the salary schedule for the sabbatical leave.

4. The bargaining unit member is expected to return to the Newport School District for a minimum of two (2) years following the sabbatical. If he/she terminates his/her employment before the end of the two (2) year period, he/she must repay the district any salaries paid during the leave. Upon completion of the leave the bargaining unit member will submit a report, including a listing of resource materials or other information which can be circulated to the staff for their use, to the superintendent of schools. Whenever possible, unless otherwise agreed upon by the bargaining unit member and superintendent, the bargaining unit member will return to the same position or a similar position.

7.6 Child Rearing Leave. An unpaid leave of absence of up to one (1) year may be granted to any bargaining unit member for the purpose of child rearing. A child rearing leave that begins during the first semester of the school year can only extend through the remainder of that school year. However, a child rearing leave that begins during the second semester of a school year may be extended through the end of the second semester of the following school year.

7.7 Family and Medical Leave. Bargaining unit members may take up to 12 weeks of unpaid leave, each year, in accordance with the Family and Medical Leave Act of 1993.

7.8 Jury Duty. A member of the bargaining unit called for jury duty or subpoenaed as a witness will receive their full rate of pay from the district for each day of service but must submit the payment made by the State exclusive of any mileage reimbursement to the district.

7.9 Association Leave. The Newport Teachers' Association shall be granted a total of five (5) days leave each school year for the purpose of conducting Association business. Such leave shall be without loss of pay. The president of the Newport Teachers' Association will inform the superintendent of schools when one of the five (5) days is to be used.

7.10 General Provisions

1. The superintendent may extend any unpaid leave that has been granted to a bargaining unit member and, upon the request of a bargaining unit member, terminate an unpaid leave.

2. Other requests for leaves of absence for special reasons may be granted at the sole discretion of the Board upon the recommendation of the superintendent.

3. Return from leave shall coincide with the beginning of the school year. Return during the school year shall be at the discretion of the superintendent. A bargaining unit member returning shall be assigned to the same position when possible or a position within the scope of his/her certification.

4. Bargaining unit members on unpaid leaves of absence shall continue to be considered members of the bargaining unit and shall be eligible for negotiated insurance benefits by paying the full cost of such benefits.

5. All benefits earned prior to an unpaid leave will be retained by the bargaining unit member upon return to employment.

## ARTICLE VIII

## TEACHER EMPLOYMENT

8.1 A. Bargaining unit members shall be paid in accordance with the salary schedule as set forth in Appendix C.

B. All individuals hired to advise and lead an approved extracurricular activity will receive a stipend, as noted in Appendix D.

8.2 The employment year for bargaining unit members shall be between the first day of work and June 30th. The bargaining unit member year shall be scheduled for one hundred eighty (180) student days and five (5) work days.

8.3 The School Board will consider suggestions from the Newport Teachers' Association pertaining to the school calendar. Suggestions must be submitted to the superintendent prior to February 1st. The School Board will then establish the school calendar that they feel is in the best interest of all concerned and make appropriate changes as the need arises.

8.4 Any bargaining unit member, asked and agreeing to work days beyond those of the contract year, will be paid at the rate of one, one hundred eighty-fifth (1/185th) of the contract pay per diem for professional services.

Curriculum work performed outside the contract year will be compensated at the rate of $25.00 per hour. All curriculum work will be proposed, a contract stating specific outcomes and products will be initiated and accepted. A deadline date for completion will be established. For the author(s) to be paid, the product must be approved by the SAU administration to ensure the criteria have been met.

8.5 The bargaining unit member work day is 7 ¾ hours. The beginning and ending times of the work day for an individual teacher may vary, depending upon programmatic needs, after consultation with the teacher. As part of their professional responsibilities, bargaining unit members may be required to remain after the end of their scheduled school day for a reasonable period of time to attend staff, parent or departmental meetings.

8.6 A. The normal teaching load in the Middle School will not exceed 30 periods and 5 duty free preparation periods per week.

B. 1. In the event of period scheduling, the normal teaching load in the High School will not exceed 25 periods of teaching, 5 periods of academic support, and 5 duty free preparation periods per week. One period is defined as 55 minutes. In the event a teacher is required to teach a 6$^{th}$ class in lieu of an academic support period, that teacher will be compensated at 12% of his or her current salary.

2. CTE teachers will teach 3 double period classes and have one duty free preparation period per day. In the event a bargaining unit member is asked to teach a class in excess of thirty (30) periods per week, that bargaining unit member will be compensated at 12% of his or her current salary.

C. In the event of 90-minute block scheduling (two periods equal one block), the normal teaching load in the High School and the SRVRTC will not exceed 30 periods of teaching per week. In addition, a bargaining unit member may expect to be assigned to one-half (1/2) block (one period) of academic support/duty every day and one-half (1/2) block (one period) of an unassigned, duty free preparation every day. In the event a bargaining unit member is asked to teach a class in excess of thirty (30) periods per week, that bargaining unit member will be compensated at 12% of his or her current salary.

D. Additional teaching assignments will be subject to agreement between individual bargaining unit members and their respective principals.

8.7 Each bargaining unit member will be provided a lunch period free of assigned duties of twenty-five (25) minutes.

8.8 A. All Richards teachers will be allowed 40 continuous minutes of daily planning time in which they have no assigned duty. All Towle teachers will be allowed 45 continuous minutes of daily planning time in which they have no assigned duty. If planning time for any teacher is cancelled, except in the case of special events and activities, the teacher shall be paid $15 for a missed planning period.

B. Elementary bargaining union members may be assigned a ½ hour duty.

8.9 All duties in a school shall be distributed as equitably as possible within the confines of the school day, excepting emergencies.

8.10 A bargaining unit member who is asked by the administration to cover a class for a teacher who is absent will work with the teacher's plans and will be paid $20 per hour, pro-rated for any other amount of time.

8.11 The positions of lead teacher(s), mentor teacher(s), and coordinator(s) have been established by the School Board. Job descriptions and selection criteria for these leadership positions will be defined and shared with the Association. The building administrator will have the responsibility for the final selection of the personnel for these positions. Compensation shall be negotiated as a part of this collective bargaining agreement.

8.12 Early Retirement Notification Incentive

1. Early retirement may occur under the following conditions:

a. The bargaining unit member must have been a full-time bargaining unit member in the Newport School District for at least 15 years.

b. Be at least fifty-five (55) years of age.

c. Notify the Superintendent of Schools no later than October 1 of the school year prior to the school year in which the bargaining unit member intends to retire. For example, an individual who intends to retire in June of 2011 needs to provide notice on or before October 1, 2009.

2. The bargaining unit member who qualifies for the retirement incentive shall receive $4,000 divided into each pay throughout the school year immediately preceding retirement and a retirement stipend of $4000 within 90 days of the end of the school year in which he/she retires. A bargaining unit member who provides late notice on or before October 1 of the school year in which he/she intends to retire, shall receive only a $3000 stipend within 90 days of the end of the school year in which he/she retires.

8.13 When the Newport School Board finds it necessary to reduce by one or more the certified full time and/or part time positions for reasons of declining enrollments, budget reductions (local, state, federal), change in or consolidation of programs, building consolidations, or for any other reason determined necessary or desirable by the School Board, the following reduction in force policy will be implemented.

1. Notice

a. As soon as a reduction in force is seriously contemplated, the Superintendent of Schools shall notify those bargaining unit members who may lose their jobs because of a reduction in force. Notification will be made prior to March 31 to comply with RSA 189:14-a.

b. The School Board will accept any written presentations regarding reduction in force from the Newport Teachers' Association, individual bargaining unit members, administrators or the public.

c. The decision to implement the reduction in force shall be made at the sole discretion of the Newport School Board.

2. Implementation

a. RIF will be done by seniority within lay-off units. Seniority is defined as the total number of years continuously employed by this school district. (Sabbatical leave and/or child-rearing leave are not included in seniority. However, these leaves do not constitute a break in continuous employment).

b. Part time staff will receive partial credit toward seniority, i.e. 3/5 bargaining unit members will get credit for 3/5 year.

c. Each bargaining unit member will be part of one lay-off unit except when a bargaining unit member holds current certification in another area in which the bargaining unit member has completed four years of teaching in the Newport School District. Teaching in that second area must represent more than 50% of the teaching assignment during the four-year period.

d. Forfeiture of Seniority. A bargaining unit member who returns to Newport School District after resigning their position shall forfeit any seniority gained during previous employment.

3. Recall

During the three (3) years after failure to be re-nominated because of reduction in force, such bargaining unit members shall be re-nominated and reelected, in inverse order of lay-off, to fill vacancies within their original lay-off unit for which they are certified. Such renomination shall not result in loss of credit for prior years of service.

It is the responsibility of the administration to notify bargaining unit members of vacancies. It is the bargaining unit member's responsibility to keep the administration informed of his or her current mailing address and telephone number. In addition, the bargaining unit member shall notify the Superintendent of Schools by April 1 of each year as to his or her desire to accept a teaching position in the District.

8.14 All members of the bargaining unit who work less than full-time shall be paid a prorated salary based on the appropriate placement on the salary schedule and the amount of time that the individual works a percent of contract time. All regularly scheduled part-time bargaining unit members shall be provided with a pro-rated amount of paid planning time. This provision shall not apply to any teacher who has retired from this district and who is willing to perform these services at less than a prorated rate of compensation.

8.15 A loyalty bonus shall be paid to bargaining unit members who have been working in Newport for an extended time period. The following bonus program provides additional monies to the salary each year, but is not accumulative. For example, a unit members from years 16 through 20 in Newport shall receive $500 above their schedule salary.

| | |
|---|---|
| At year 16 – 20 | $500 |
| At year 21 – 25 | $750 |
| At year 26 – 30 | $1000 |
| At year 31+ | $1250 |

## ARTICLE IX

## NON-RENEWAL AND DISMISSAL

9.1 Non renewals will be in compliance with RSA 189:14 (Appendix G). A letter to a non-probationary unit member, as defined by RSA 189:14, must be received no later than December 15th identifying needed areas of improvement. No teacher shall be non-renewed unless the District has complied with Article 11 – Evaluation and the District Evaluation Model.

9.2 No bargaining unit member with more than one (1) year's experience in the district performing co-curricular duties shall be dismissed or non-renewed from those co-curricular duties without a prior hearing (unless waived) and without receiving, upon request, the reason for such actions.

## ARTICLE X

## PROFESSIONAL GROWTH / STAFF DEVELOPMENT

10.1 Each bargaining unit member shall be required to participate in the District Staff Development Plan.

10.2 Each bargaining unit member shall submit a three-year professional development plan, which may be updated annually.

10.3 Course Reimbursement

1. After the first year of employment, bargaining unit members may apply for course reimbursement.
2. Any person that is requesting course approval shall have a plan filed with the Personnel Department prior to application for course approval.
3. Courses will be part of the unit member's professional development plan.
4. The School District shall be responsible for allocating $20,000 per year to pay for approved course work. Two thirds of the total funds allotted will be available for reimbursement for courses taken during the summer and fall semesters of each school year, with the remaining one third of the funds to be distributed from January through June of the same school year.
5. Payment will not exceed the University of New Hampshire cost per graduate credit for up to four (4) credits. In the event that funds remain after every application for four (4) credits has been approved, any bargaining unit member may apply for payment of up to four (4) additional credits. If there is not enough money to pay all applicants, the existing funds will be prorated at the end of each semester.
6. During the second and third year of employment with the Newport School District, the following course reimbursement policy will apply:
    - If unit member leaves after year two, the member will reimburse the district for 50% of the district's expense
    - If unit member leaves after year three, the member will reimburse the district for 25% of the district's expense
    - If the teacher is non-renewed by the district during the same time period, no reimbursement will be expected.
7. Once course completion paperwork (transcript, approved application, receipt of payment) is submitted to the SAU office, payment will be made within 30 working days.
8. Payment for courses necessary for certification in order to teach a subject required by the administration shall be paid for in its entirety.

10.4 Only graduate courses or CTE credits will be accepted toward salary adjustment.

10.5 Salary adjustments will be made at the beginning of each contract year. The SAU must receive a "Salary Adjustment Form" and transcripts or proof of completion by August 30.

## ARTICLE XI

## EVALUATION

11.1 The purpose of evaluation is to improve the quality of instruction and promote professional growth.

11.2 All bargaining unit members shall be provided with a copy of the current district evaluation plan at the beginning of every school year. Any evaluation plan change will be arrived at through consultation with an advisory committee consisting of administration and association appointees. Bargaining unit members new to the school district shall be provided with a copy of the school district's evaluation plan as part of their orientation.

11.3 It shall be the responsibility of the administration to assist bargaining unit members in assessing their effectiveness through observation of the bargaining unit member's work. Written summaries of classroom observations together with any recommendations the observer may have for the bargaining unit member will be given to the bargaining unit member. Bargaining unit members shall be evaluated at least once per year.

11.4 All monitoring or observation of the work of a bargaining unit member shall be conducted openly.

11.5 The administrator shall prepare and submit a written report and recommendations to the bargaining unit member within ten (10) days of the observation.

11.6 Either party may request a post-observation conference for the purpose of clarifying the written report and recommendations. Such a conference shall be requested within ten (10) days of the submission of the written report to the bargaining unit member.

11.7 A bargaining unit member who disagrees with an observation or recommendation may submit a written response that shall be attached to the file copy of the observation in question.

## ARTICLE XII

## MISCELLANEOUS PROVISIONS

12.1 If any provision of this Agreement or any application of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.

12.2 Copies of this Agreement shall be duplicated at the expense of the Board within thirty (30) days after the Agreement is signed and presented to the Newport Teachers' Association for their distribution.

12.3 The parties agree the RIF Policy shall remain as Board policy. The Board agrees that it will not alter the policy without negotiating the impact of any such change with the Association.

12.4 The School Board shall have the right, but not the obligation, to provide to bargaining unit members as a reward for outstanding service, such additional compensation, outside the salary schedule, as it deems appropriate; provided the School Board shall invite the teachers selected by the NTA to participate in the preparation of the criteria for selection of teachers to be so rewarded. Prior to the implementation of any reward system the School Board will provide the NTA with 60 days notice and the opportunity to present comments and suggestions. It is understood the NTA's role in this matter is advisory only.

12.5 The School Board reserves the right, for just cause, to withhold a bargaining unit member's salary increase of any amount if it is felt the bargaining unit member's work for the previous year does not warrant such an increase.

## ARTICLE XIII

## INSURANCES

13.1 The Board shall provide to any full-time bargaining unit member and his/her eligible dependents, Health Trust or its equivalent. The following shall apply to single, two person, and family plans.

| Plan | District Pays | Employee Pays |
|---|---|---|
| HMO | 88% | 12% |

1. The Board agrees to provide each bargaining unit member with a health reimbursement account (HRA) in the amount of $500/single, $1000/couple, $1500/family. The HRA can be used for reimbursement of deductibles, co-pays, or out-of-pocket medical expenses, including pharmaceuticals, incurred by the bargaining unit member and/or their eligible dependents. The reimbursement process will be handled by a third party for a January-December calendar year.

2. Because the HRA follows the calendar year, as a one-time event, from July 1, 2011 – December 31, 2011, bargaining unit members will be limited to using their HRA for a maximum of $100-single/$200-couple/$300-family for prescription co-pay reimbursements. Deductible reimbursement will be as indicated in number 1. For this six month period, the HRA will not be used for office visit co-pays. The HRA will be reset on January 1, 2012.

3. In the case of bargaining unit member couples, the district will pay 100% of the plan.

4. Health insurance will not be provided to any bargaining unit member who is scheduled fewer than 20 hours per week.

5. In the case of a bargaining unit member who works 20 or more hours per week and less than full time, the district's contribution shall be pro-rated based on the percentage of the normal work week the bargaining unit member is scheduled.

Should the district decide to change health insurance coverage for employees represented by this contract, the employer may do so only with the written approval from the Association.

13.2 The district shall make available to each full-time bargaining unit member, Delta Dental Plan I insurance or its equivalent. (Single coverage only.)

| | |
|---|---|
| Coverage A | 100% |
| Coverage B | 60% |
| Coverage C | 50% |
| Deductible | $0 |
| Yearly Max. | $750 |

13.3 The district shall make available for each bargaining unit member life Insurance or its equivalent with LAD & DL Rider. Coverage shall be equal to one times each bargaining unit member's salary, rounded up to the nearest one thousand dollars ($1,000).

13.4 The district shall make available to the bargaining unit members a long-term disability plan as set forth in Appendix F.

## ARTICLE XIV

## DUES DEDUCTIONS

14.1 Upon written authorization from the bargaining unit member, the district shall deduct dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect through the year unless revoked in writing according to the procedures outlined in the NEA - New Hampshire Constitution and Bylaws. Pursuant to such authorization, the district shall deduct from each regular salary check such dues, assessments and contributions, beginning with the first (1st) regular salary check in October and continuing for a total of twenty (20) consecutive pay periods and forward all such collections to the Association's treasurer.

14.2 In the event the bargaining unit member does not authorize deductions in accordance with Section 14.1 above and is not a member in good standing in the Association, the district shall deduct as a condition of employment and forward to the Association a service fee equal to the dues uniformly required to be paid by the members of the Association for local, state, and national dues.

14.3 It shall be the responsibility of the Association to notify the district which bargaining unit members are not members in good standing of the Association prior to September 25th of each year.

14.4 If the district is prohibited by order of a court or agency having jurisdiction from making the deductions under paragraph 14.2, the district shall have no obligation to terminate the employment of any bargaining unit member who does not authorize deductions.

14.5 If the right of the district to make deductions under paragraph 14.2 is challenged before any court or agency having jurisdiction, the Association agrees to defend such action, at its own expense and through its own counsel, and the Association shall indemnify and save harmless the district from any expenses and liabilities incurred as a direct consequence of the district's compliance with paragraph 14.2, provided:

a. The district immediately notifies the Association in writing of any such challenge, and permits the Association to intervene as a party, and

b. The district gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at all hearing levels: and

c. Excluded from this section (14.5) is any claim that arises from the willful misconduct or the imperfect execution of the district's responsibility in complying with Section 14.2 of this Article.

14.6 Upon written authorization from a bargaining unit member, the district shall deduct from the bargaining unit member's salary the authorized amount for bank or credit union deposits, insurances or annuity premiums, charitable donations and association dues. All new deductions must comply with SAU documentation and receiver must accept ACH (electronic) payments. Requests must be in written form and may be submitted twice a year, by September 15 and by February 15.

Effective December 31, 1999 all existing members that have an existing plan that does not accept ACH will be "grandfathered" to allow for the continuation of their existing selected deduction plans until they leave the school system or drop the plan.

## ARTICLE XV

## ASSIGNMENTS

15.1 Bargaining unit members initially employed by the Board shall be sent notification of their building, grade and/or subject assignment from the administration.

Bargaining unit members already in the system shall receive preliminary notification of their programs for the ensuing year prior to the close of the current school year. In a similar manner, teachers will be sent immediate notification of any necessary change in their teaching program, schedule, or their assignment to special or unusual classes. This also applies to changes made in summer. (The intent of this paragraph is to give bargaining unit members maximum notice of their actual teaching assignment.)

15.2 All teaching assignments and salaried extra duties beyond the normal school day shall be written and submitted to the bargaining unit member on a contract separate from and not binding to the teaching contract.

15.3 Any bargaining unit member accepting a contract in the Newport School District for the coming school year shall not accept another position after July 15 without the approval of the School Board. A request for an exception shall be made in writing to the School Board through the Superintendent of Schools.

## ARTICLE XVI

## STRIKES AND SANCTIONS

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

## ARTICLE XVII

## NOTICE UNDER AGREEMENT

17.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Newport School Board Chairperson and Superintendent of Schools, 9 Depot Street, Suite 2, Newport, NH 03773.

17.2 Whenever written notice to the Newport Teachers' Association is provided for in this Agreement, such notice shall be addressed to the President of the Newport Teachers' Association at his/her current address.

17.3 Either party by written notice may change the address to which future written notices shall be sent.

## ARTICLE XVIII

## EMPLOYEE DISCIPLINE

18.1 No bargaining unit member shall be subjected to disciplinary action without just cause. Disciplinary action may include warnings, reprimands, suspensions, dismissals or the like. The term "disciplinary action" does not include non-renewals of a teaching contract or adverse evaluations. (Non-renewals shall continue to be governed and grievable in accordance with Article IX). Any disciplinary action shall be subject to the grievance procedure including arbitration under Article IV. The specific grounds forming the basis for disciplinary action will be available to the bargaining unit member and the Association in writing.

18.2 A bargaining unit member shall be entitled to have present, upon request, a representative of the Association during any investigatory interview which may lead to disciplinary action. When a request for such representation is made, the interview shall not proceed until the bargaining unit member has had a reasonable time of up to two school days in which to have a representative of the Association present.

## ARTICLE XIX

## DURATION AND RENEWAL

19.1 This Agreement shall be in effect until August 31, 2012; provided, it may be amended at any time by an agreement, in writing, signed by authorized representatives of both parties.

## APPENDIX A

## GRIEVANCE REPORT FORM

Grievance No. _____ School District _____

To: _____ Complete in triplicate with copies to:

Principal

1. Principal
2. Superintendent
3. Association

Name of Grievant: _____

School: _____ Date Filed _____

LEVEL A

Date of Grievance: _____

1. Statement of Grievance. (Be sure to include the specific violation or condition with proper references to the contract agreement.)

_____

_____

_____

_____

Signature Date

2. Answer Given by Principal: _____

_____

_____

_____

Signature Date

3. Position of Grievant: _____

_____

_____

_____

Signature Date

Appendix -1 07-24-85

## APPENDIX B

## CONTRACT

SAU # 43, NEWPORT SCHOOL DISTRICT
**2010 – 2011 TEACHER CONTRACT**

| Percentage | Account Number |
|---|---|
| | |

**AGREEMENT** made this 15th day of April, 2010, by and between **Newport School District**, hereinafter called the District, and **Name** hereinafter called the Teacher.

**WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:**

1. The District shall employ the Teacher for the school year beginning on August 27, 2010 following the date of this agreement, and ending on the following June 30, 2011, at an annual salary of $ on the Salary Schedule **(Degree, Line, Longevity $ 0.00).**

2. The Teacher shall work for the District for said period and shall conform to all public school laws and carry out 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 (RSA189:15 and 186:5).

3. The Teacher is assigned to the following position: **(position)**

Such position shall include those duties of a non-instructional nature as are customarily incident.

The right is reserved to the District to make such changes in the Teacher's assignment as unforeseen conditions may require for the best interest of the school system, except that, in no event, shall the Teacher be assigned to a position for which the teacher is not qualified or certified by the State Department of Education. 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 State Department of Education for the position for which the teacher 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 wages quoted herein are for a school year of not less than **185** academic days.

6. This contract may be terminated by the District prior to its expiration date, if the Teacher is lawfully dismissed in accordance the 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 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 or hereafter enacted, and by all applicable administrative rules and regulations adopted hereunder having the effect of law.

Annual salary payable in bi-weekly installments commencing on August 26th 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.

**Contract is not binding unless choice is circled and initialed below.**
Circle number of bi-weekly installments: 22 or 26 please initial _____

IN WITNESS WHEREOF the parties hereto have executed this contract.

By_____ _____
For the Newport School Board Date Teacher Date

## APPENDIX C

## TEACHER SALARY SCHEDULES

| Schedule for 2010-2011 | | | | |
|---|---|---|---|---|
| | BA | BA + 15 | MA | MA + 15 |
| 1 | 32,320 | 33,330 | 34,340 | 35,350 |
| 2 | 33,482 | 34,492 | 35,502 | 36,512 |
| 3 | 34,643 | 35,653 | 36,663 | 37,673 |
| 4 | 35,805 | 36,815 | 37,825 | 38,835 |
| 5 | 36,966 | 37,976 | 38,986 | 39,996 |
| 6 | 38,128 | 39,138 | 40,148 | 41,158 |
| 7 | 39,289 | 40,299 | 41,309 | 42,319 |
| 8 | 40,451 | 41,461 | 42,471 | 43,481 |
| 9 | 41,612 | 42,622 | 43,632 | 44,642 |
| 10 | 42,774 | 43,784 | 44,794 | 45,804 |
| 11 | 43,935 | 44,945 | 45,955 | 46,965 |
| 12 | 45,097 | 46,107 | 47,117 | 48,127 |
| 13 | 46,258 | 47,268 | 48,278 | 49,288 |
| 14 | | 48,430 | 49,440 | 50,450 |
| 15 | | | 50,601 | 51,611 |
| 16 | | | 51,763 | 52,773 |
| 17 | | | | 53,934 |

| Schedule for 2011-2012 | | | | |
|---|---|---|---|---|
| | BA | BA + 15 | MA | MA + 15 |
| 1 | 33,689 | 34,745 | 35,801 | 36,856 |
| 2 | 34,904 | 35,959 | 37,015 | 38,071 |
| 3 | 36,118 | 37,174 | 38,229 | 39,285 |
| 4 | 37,332 | 38,388 | 39,444 | 40,500 |
| 5 | 38,546 | 39,602 | 40,658 | 41,714 |
| 6 | 39,760 | 40,817 | 41,873 | 42,928 |
| 7 | 40,974 | 42,030 | 43,087 | 44,143 |
| 8 | 42,189 | 43,244 | 44,301 | 45,357 |
| 9 | 43,403 | 44,459 | 45,515 | 46,571 |
| 10 | 44,617 | 45,673 | 46,729 | 47,786 |
| 11 | 45,832 | 46,888 | 47,943 | 48,999 |
| 12 | 47,046 | 48,102 | 49,158 | 50,213 |
| 13 | 48,261 | 49,316 | 50,372 | 51,428 |
| 14 | | 50,531 | 51,586 | 52,642 |
| 15 | | | 52,801 | 53,857 |
| 16 | | | 54,015 | 55,071 |
| 17 | | | | 56,285 |

**No newly hired bargaining unit member shall be placed on a salary level higher than a current unit member with equal or greater years of experience.**

CTE bargaining unit members will receive one (1) credit for every 15 contact hours of training. This training must be related to the program the person is teaching or will be teaching. A certificate of completion from the training institution is required. This credit may be applied to a change in the salary schedule track

## APPENDIX D

## EXTRACURRICULAR SALARY SCHEDULE

1. Should an individual wish to establish a new extracurricular activity, the following will apply.
   A. A written proposal will be presented to the Building Principal which will include the activity description, the targeted group, the number of students expected to participate, a job description for the advisor, the expected time commitment, measurable objectives, an evaluation form, and the designated supervisor.
   B. The building principals will share a discretionary fund of up to $1,000 to use to establish non-athletic activities, and to ascertain the need for the activity.
   C. All new activities will be evaluated as to their effectiveness, and will be included in the next contract as a district extracurricular program if deemed successful and well attended.
   D. The stipend for the activity will then be negotiated with the advisor and association representative prior to the implementation.
   E. Each extracurricular advisor will be evaluated by the designated supervisor.
2. Newport School Board reserves the right to add or delete activities on an annual basis.
3. All individuals hired under Appendix D or E shall receive a contract prior to commencement of the activity. The stipend amount and distribution method shall be included on the contract.
4. Extracurricular activities that have not been in place for two consecutive years will be placed on an inactive list and will not be part of the budget. This list will be updated annually.
5. Extracurricular Salary Schedule:

   In the 2010-2011 school year, positions included in Appendices D and E shall be calculated off of a $32,000 BA base salary.

   A committee shall be created to review and adjust the percent values listed in Appendix D using the documented evidence of time requirement, student involvement, etc. The committee shall complete its work before May 1, 2011. The committee shall consist of the athletic director, two coaches, two advisors and two administrators. The coaches and advisors committee members shall be appointed by the NTA executive board. The committee shall present its recommendations to the Newport Teachers Association and the Newport School Board for ratification.

   Following ratification of Appendix D, both Appendix D and E shall take effect in 2011-12 and be calculated as a percentage of the 2011-12 BA base salary.

| Percent of Identified Base Salary | |
|---|---|
| Art Honor Society Advisor | 1.00% |
| Band Advisor | 4.00% |
| Baseball Varsity Coach | 7.50% |
| Baseball JV Coach | 6.00% |
| Baseball Middle School Coach | 5.00% |
| Basketball Boys Varsity Coach | 12.00% |
| Basketball Boys JV Coach | 8.00% |
| Basketball Boys Middle School Coach | 5.00% |
| Basketball Girls Varsity Coach | 12.00% |
| Basketball Girls JV Coach | 8.00% |
| Basketball Girls Middle School Coach | 5.00% |
| Chorus Advisor | 4.00% |
| Class Advisor – Freshman | 1.00% |
| Class Advisor – Sophomore | 1.00% |
| Class Advisor – Junior | 2.00% |
| Class Advisor – Senior | 5.00% |
| FBLA Advisor – Business | 4.00% |
| FCCL Advisor – Life Skills | 4.00% |
| FFA Advisor – Agriculture | 4.00% |
| Field Hockey Varsity Coach | 7.50% |
| Field Hockey JV Coach | 6.00% |
| Field Hockey Middle School Coach | 6.00% |
| Football Varsity Coach | 12.00% |
| Football JV Coach | 8.00% |
| Football 8th & 9th Coach | 8.00% |
| Football Assistant Coach | 8.00% |
| Golf Coach | 8.00% |
| Honor Society Advisor | 1.00% |
| HOSA Advisor – Health Occupations | 4.00% |
| Intramural Elementary | 3.00% |
| Math Team Advisor – Senior | 3.00% |
| Math Team Advisor – Intermediate | 2.00% |
| Math Team Advisor – Middle School | 2.00% |
| Model UN Advisor | 4.00% |
| Newspaper Advisor – Fall | 1.00% |
| Newspaper Advisor – Winter | 1.00% |
| Newspaper Advisor – Spring | 1.00% |
| Skiing – Alpine Coach | 7.50% |
| Skiing – Cross Country Coach | 5.25% |
| Skiing – Jumping Coach | 5.25% |
| Skills USA Advisor - Cosmetology | 4.00% |
| Soccer Boys JV Coach | 6.00% |
| Soccer Girls Varsity Coach | 7.50% |
| Soccer Girls JV Coach | 6.00% |

| | |
|---|---|
| Softball Varsity Coach | 7.50% |
| Softball JV Coach | 6.00% |
| Softball Middle School Coach | 5.00% |
| Spirit JV and Varsity Coach – Fall | 8.00% |
| Spirit JV and Varsity Coach – Winter | 8.00% |
| Student Council Advisor – Middle School | 2.00% |
| Track & Field Varsity Coach | 7.50% |
| Track & Field Assistant Coach | 6.00% |
| Wrestling Coach | 7.50% |
| Yearbook Advisor – Middle School | 3.00% |
| Yearbook Advisor | 6.00% |
| Youth & Government Advisor | 2.00% |

6. In-active extracurricular list:

| | |
|---|---|
| Cross Country Coach | 5.50% |
| Drama Advisor – Fall | 3.00% |
| Drama Advisor – Spring | 3.00% |
| Odyssey of the Mind Advisor | 2.00% |
| PROP/Peer Outreach Advisor | 5.00% |
| Peer Outreach Assistant | 2.00% |
| Public Relations Advisor | 3.00% |
| Smoke Free Teens Advisor | 2.00% |

## APPENDIX E

## SALARY SCHEDULE FOR LEAD TEACHERS, MENTOR TEACHERS, COORDINATORS, DEPARTMENT HEADS AND DIRECTORS

In the 2010-2011 school year, positions included in Appendices D and E shall be calculated off of a $32,000 BA base salary.

Following ratification of Appendix D, both Appendix D and E shall take effect in 2011-12 and be calculated as a percentage of the 2011-12 BA base salary.

| | |
|---|---|
| Curriculum Coordinator 6-12 | 4% |
| Curriculum Coordinator K-5 | 4% |
| Lead Teacher--Middle School | 6% |
| Department Heads--High School | 6% |
| Mentor Teacher | 6% |
| Teacher Coach | 3% |
| Orientation Coordinator | 3% |
| Athletic Director | 17% |

The School Board reserves the right to add or delete additional activities on an annual basis.

All individuals hired under Appendix D or E shall receive a contract prior to commencement of the activity. The stipend amount and distribution method shall be included on the contract.

## APPENDIX F

## LONG TERM DISABILITY PLAN I

**FOR BARGAINING UNIT MEMBERS ONLY**

LONG TERM DISABILITY INCOME PLAN

| | |
|---|---|
| Monthly Benefit | 60% of salary* less offsets** |
| Maximum Monthly | $2,500.00 |
| Elimination Period | accumulated sick leave or 90 consecutive calendar days, whichever is greater. |

Maximum Benefit Period for Accident and Sickness Is Based on Attained Age:

| | |
|---|---|
| Prior to Age 61 - | The date of attainment of age 65. |
| Age 61 through 62 - | 4 Years |
| Age 63 through 64 - | 3 Years |
| Age 65 through 69 - | 2 Years |
| Age 70 and Over - | 1 Year |

Maternity Benefits

Coverage for disabilities due to maternity will be covered the same as any other sickness.

* Salary means one-twelfth of the annual wage, salary or compensation the Insured is receiving for performing the duties of his regular occupation at the time total disability starts. This does not include bonuses and overtime earnings.

If premiums are on a level premium basis, salary means that salary which was used to calculate premium. This does not include bonuses and overtime earnings.

** "Offsets"

The monthly disability benefit shall be reduced by the following income sources which the insured, or any member of his immediate family due to his disability, is entitled to receive.

(a) Any amounts paid or payable by reason of disability under Workmen's Compensation or any similar law;
(b) Any amounts paid or payable by reason of disability under Social Security (Primary and Family Benefits) or any other private, state or federal government disability plans. After a period of disability has been established, increases in benefits paid or payable through Social Security (Primary and Family Benefit), will not reduce benefits currently payable under this plan for the period of disability;
(c) Any disability benefits paid or payable under any other group disability income plan;
(d) Any amounts paid or payable under any retirement plan;
(e) Any wages, salary or other compensation received for performing any work or service, except as provided for in Rehabilitation Provisions.

## APPENDIX G

## RSA 189

TITLE XV

EDUCATION

CHAPTER 189

SCHOOL BOARDS, SUPERINTENDENTS, TEACHERS, AND TRUANT OFFICERS; SCHOOL CENSUS

School Boards, Transportation and Instruction of Pupils

### Section 189:14

**189:14 Liability of District.** – The district shall be liable in the action of assumpsit to any teacher dismissed in violation of the provisions of RSA 189:13, to the extent of the full salary for the period for which such teacher was engaged.

**Source.** 1845, 225. CS 77:3. GS 81:9. GL 89:8. PS 92:4. 1905, 59:1. 1921, 85, II:6. PL 117:12. RL 135:14.

### Section 189:14-a

**189:14-a Failure to be Renominated or Reelected.** –

I. (a) Any teacher who has a professional standards certificate from the state board of education and who has taught for one or more years in the same school district shall be notified in writing on or before April 15 or within 15 days of the adoption of the district budget by the legislative body, whichever is later, if that teacher is not to be renominated or reelected, provided that no notification shall occur later than the Friday following the second Tuesday in May.

(b) Any such teacher who has taught for 3 consecutive years or more in the same school district and who has been so notified may request in writing within 10 days of receipt of said notice a hearing before the school board and may in said request ask for reasons for failure to be renominated or reelected. For purposes of this section only, a leave of absence shall not interrupt the consecutive nature of a teacher's service, but neither shall such a leave be included in the computation of a teacher's service. Computation of a teacher's service for any other purposes shall not be affected by this section. The notice shall advise the teacher of all of the teacher's rights under this section. The school board, upon receipt of said request, shall provide for a hearing on the request to be held within 15 days. The school board shall issue its decision in writing within 15 days of the close of the hearing.

II. Any teacher who has a professional standards certificate from the state board of education and who has taught for 3 consecutive years or more in any school district in the state shall, after having taught for 2 consecutive years in any other school district in the state, be entitled to all of the rights for notification and hearing in paragraphs I(b), III, and IV of this section.

III. In cases of nonrenomination because of unsatisfactory performance, the superintendent of the local school district shall demonstrate, at the school board hearing, by a preponderance of the evidence, that the teacher had received written notice that the teacher's unsatisfactory performance may lead to nonrenomination, that the teacher had a reasonable opportunity to correct such unsatisfactory performance, and that the teacher had failed to correct such unsatisfactory performance. Nothing in this paragraph shall be construed to require the superintendent or the school board to provide a teacher with remedial assistance to correct any deficiencies that form the basis for such teacher's nonrenomination.

IV. In all proceedings before the school board under this section, the burden of proof for nonrenewal of a teacher shall be on the superintendent of the local school district by a preponderance of the evidence.

**Source.** 1957, 285:1. 1981, 250:1. 1986, 39:1. 1995, 174:2, eff. Jan. 1, 1996. 2000, 16:8, eff. April 30, 2000. 2003, 204:2, 3, eff. Aug. 29, 2003.

### Section 189:14-b

**189:14-b Review by State Board.** –

I. A teacher aggrieved by such decision may request the state board of education for review thereof. Such request must be in writing and filed with the state board within 10 days after the issuance of the decision to be reviewed. Upon receipt of such request, the state board shall notify the school board of the request for review, and shall forthwith proceed to a consideration

of the matter. Such consideration shall include a hearing if either party shall request it. The state board shall issue its decision within 30 days after the request for review is filed, and the decision of the state board shall be final and binding upon both parties. A request for review under this section shall constitute the exclusive remedy available to a teacher on the issue of the nonrenewal of such teacher.

II. The state board of education shall uphold a decision of a local school board to nonrenew a teacher's contract unless the local school board's decision is clearly erroneous.

**Source.** 1957, 285:1, eff. Sept. 1, 1957. 2003, 204:4, eff. Aug. 29, 2003.

## Section 189:14-c

**189:14-c Revocation of Certification.** – Any teacher certified in this state who has been convicted of any felony involving child pornography or of a felonious physical assault on a minor or of any sexual assault, shall have such teacher certification revoked by the New Hampshire state board of education.

**Source.** 1988, 257:3. 1995, 174:11, eff. Jan. 1, 1996.

## Section 189:14-d

**189:14-d Termination of Employment.** – Employees of a school administrative unit or school district in this state who have been convicted of homicide, child pornography, aggravated felonious sexual assault, felonious sexual assault, or kidnapping, in this state or under any statute prohibiting the same conduct in another state, territory or possession of the United States, shall have their employment terminated by the school administrative unit or school district after it receives notice of the conviction.

**Source.** 1993, 324:2, eff. Jan. 1, 1994.

## Section 189:14-e

**189:14-e Speech-Language Specialists.** –

I. (a) The department of education shall certify speech-language specialists pursuant to RSA 21-N:9, II(s). Certified speech-language specialists shall provide speech-language pathology services for schools only.

(b) The department of education shall establish the criteria for certification as a speech-language specialist which shall include a minimum of a masters degree in speech-language pathology, or its equivalent as determined by the state board of education.

II. Speech-language pathologists licensed pursuant to RSA 326-F and 328-F shall automatically meet certification requirements under this section.

**Source.** 1996, 271:4, eff. Aug. 9, 1996. 1997, 287:2, eff. Jan. 1, 1998.

## Section 189:14-f

**189:14-f Master Teacher.** –

I. The state board of education shall establish the educational credential of master teacher and grant it to those persons who have fulfilled at least the following requirements:

(a) Academic preparation which shall include a master's-level degree and graduate coursework in curriculum development, supervision, and evaluation;

(b) Teaching experience, including at least 7 years during which a teaching certificate was held; and

(c) Demonstrated quality teaching to be satisfied by meeting professional criteria developed by the professional standards board and approved by the state board of education, which criteria shall include:

(1) Quantitative evaluations of teaching quality from students, parents, peers, and administrators;

(2) At least 3 classroom observations of the candidate by an independent observer from outside the candidate's school district; and

(3) At least 4 significant and rigorous written tasks and exercises.

II. The purposes of the credential are to allow experienced teachers an opportunity for professional growth and development, and to identify highly qualified, experienced teachers to serve as resources in their areas of expertise in curriculum development, mentoring, supervising, evaluating teachers, and in other areas as may be determined by their schools and school districts.

III. Master teachers shall have no authority to effectively recommend any personnel action. However, their activities may form the basis for an independent administrative performance review.

**Source.** 1998, 314:4, eff. Aug. 25, 1998.

## Section 189:14-g

**189:14-g Teacher Signature Certification.** –

I. A teacher applying for certification through the bureau of credentialing, department of education, shall complete and submit either a written application or an electronic application, both of which shall include a declaration and verification statement to read substantially as follows:

"I hereby certify that I am the individual listed in this application, and that all information provided herein, including all accompanying documentation, is true, accurate, and complete to the best of my knowledge."

II. Any willful misrepresentation or omission of facts shall constitute just cause for denial of certification or revocation of existing certifications, and possible criminal prosecution.

**Source.** 2001, 87:1, eff. Aug. 18, 2001. 2003, 39:2, eff. July 1, 2003.

**SIGNATURE PAGE**

IN WITNESS HEREOF, the parties have executed this Agreement on this 16th day of December 2009.

By _____

Mike Johnson
Newport School Board

By _____

Robert Collins
Newport School Board

By _____

Stephanie Gilson
Co-President
Newport Teachers' Association

By _____

Kay Yeagley
Negotiations Chairperson
Newport Teachers' Association

By _____

Dr. Marilyn Brannigan
Superintendent
Newport School District

**SIGNATURE PAGE**

**Revised 13.1 and Appendix C**

IN WITNESS HEREOF, the parties have executed this Agreement on this 16th day of June 2011.

By _____

Mike Johnson
Newport School Board

By _____

Robert Collins
Newport School Board

By _____

Stephanie Gilson
Co-President
Newport Teachers' Association

By _____

Sarah Fisher
Negotiations Chairperson
Newport Teachers' Association

By _____

Virginia O'Brien Irwin
Superintendent
Newport School District

**SIGNATURE PAGE**

**Revised 13.1 and Appendix C**

IN WITNESS HEREOF, the parties have executed this Agreement on this 21 day of July 2011.*

Ratified by Newport School Board on June 23, 2011.

By _____ via

Mike Johnson
Newport School Board

By _____ via

Robert Collins
Newport School Board

Ratified by Newport Teachers Association on June 9, 2011.

By _____ via

Stephanie Gilson
Co-President
Newport Teachers' Association

By _____ via

Sarah Fischer
Negotiations Chairperson
Newport Teachers' Association

_____
Witness
Virginia O'Brien Irwin
Interim Superintendent

* Final signature received