

MASTER AGREEMENT

between the

Barnstead School Board

and the

Barnstead Education Association

Effective:

September 1, 2022 – August 31, 2025

Approved March 19, 2022

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
I. Definitions	3
II. Recognition	3
III. Jurisdiction and Authority of the Board	4
IV. Association Rights	4
V. Teacher Rights	6
VI. Teacher Evaluation	7
VII. Grievance Procedure	11
VIII. Vacancies, Transfers, Assignments and Reassignments	12
IX. Layoffs	14
X. Negotiations Procedure	15
XI. Professional Improvement	15
XII. School Calendar/Instructional Days	17
XIII. Leaves	18
XIV. General Provisions	23
XV. Compensation	24
XVI. Health/Dental Insurance	26
XVII. Duration	28
XVIII. Attachment A - Hiring Matrix	29
XIX. Course Reimbursement Application	31
XX. Teacher Improvement Planner (B4-B5)	32
XXI. Evaluation Rubrics	35
Attachment 1A – Modified Marshall Plan Rubrics	35
Attachment 1B – Modified Marshall Plan Special Education Evaluation Rubric	37
Attachment 1C – Planning and Preparation for Learning	42
Attachment 1D – Nurse Rubric	48
Attachment 1E – Guidance Counselor Rubric	54
Attachment 2 – Observation Report	56
Attachment 3A – Marshall Evaluation Summary	57
Attachment 3B – Marshall Plan Evaluation Rubrics – Guidance Counselor	58
Attachment 3C – Marshall Plan Evaluation Rubrics – Nurse	59
Attachment 4 – Evaluation Summary	60

ARTICLE I. DEFINITIONS

- 1.1 The following list of terms will be used frequently in this Agreement and when they are used will refer to the definitions described below, unless otherwise noted.
- 1.2 The term SCHOOL shall mean any work location or functional division maintained by the Board where instruction is offered to the children enrolled in the Barnstead School District.
- 1.3 The term CLASSROOM shall mean rooms in the Barnstead Elementary School and wherever teachers and students are assigned for a given period of time for the learning process.
- 1.4 The term TEACHER means those people employed by the Board and certified by the New Hampshire Public Employees Labor Relations Board to be represented by the Association in the bargaining unit.
- 1.5 The term PRINCIPAL means the individual contracted to be the responsible administrative head of the Barnstead Elementary School.
- 1.6 The term ASSOCIATION means the Barnstead Education Association.
- 1.7 The term BOARD means the Barnstead School Board.
- 1.8 The term PARTIES means the Barnstead School Board and the Barnstead Education Association.
- 1.9 The TIME LIMITS in this Agreement shall refer to SCHOOL DAYS except in a case where they would be beyond the end of the school year; in such a case, a school day shall be defined as any day from Monday through Friday.
- 1.10 Whenever the singular is used in this Agreement, it is to include the plural. Whenever a term denoting one sex is used in this Agreement, it is to include the other sex as well.

ARTICLE II. RECOGNITION

- 2.1 The Board recognizes the Association as the exclusive representative of all professional, public employees as defined by RSA 273-A: 1, sections VIII and IX, as certified by the PELRB, and excluding supervisory personnel, (Building Principal, Assistant Principal, and Director of Special Education,) employed by the Barnstead School District for the purpose of negotiation with the Board with respect to terms and conditions of employment as defined in RSA 273-A:1 XI. The Board agrees to meet, confer and negotiate with representatives of the Association concerning such matters.

- 2.2 During the term of this Agreement, the Board agrees not to negotiate with any organization other than the Barnstead Education Association. This shall not prevent the Board from communicating with, consulting, or dealing with any individual teacher or group of teachers, in the discharge of its responsibilities.
- 2.3 The Association agrees to represent equally all individuals in the bargaining unit without regard to membership in the Association.
- 2.4 The Association recognizes the Board as the representative of the Barnstead School District.

ARTICLE III. JURISDICTION & AUTHORITY OF BOARD

- 3.1 The Board reserves to itself jurisdiction and authority over all matters of policy and retains the right: a) to direct and manage activities of the school district; b) to direct the work of its employees; c) to hire, transfer, assign, non-renew, promote, retain employees in positions within the school district and, for just cause, to discipline, suspend, demote, discharge, withhold salary increases and/or increment wage increases; 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, failure to provide evidence of certification 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 actions as may be necessary to carry out the mission of the Barnstead School District in emergencies.

The parties agree and understand that the Board may not lawfully delegate the power of authority which, by law, is vested in it nor may the Superintendent lawfully delegate the power or authority, which, by law, is vested in him/her, and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either.

ARTICLE IV. ASSOCIATION RIGHTS

- 4.1 The Board agrees that all teachers 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 exercise of individual rights under RSA 273-A.
- 4.2 The Association and its representatives shall have the right to use the school building for meetings at all reasonable hours when school is in session. Upon 24-hour notice to the Principal, such notice may be waived by the Principal, and upon the Principal's determination that a room is available.
- 4.3 Representatives of the Association, when not engaged in teaching or other assigned duties, shall be permitted to transact Association business on school property.

- 4.4** The Association and its representatives shall have the right to use school facilities and equipment, including typewriters, facsimile machines, copy machines, and other duplicating equipment at reasonable times, when the Principal or designee determines that such equipment is not otherwise in use. The Association will assume the cost of consumable materials.
- 4.5** The Association and its representatives have the right to reasonable space for posting of notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in the teacher's room, and the right to use reasonable space in the teacher's mailboxes for communications to teachers.
- 4.6** Released Time: With regard to negotiating on behalf of the Association with representatives of the Board, participating in any professional grievance sessions, or appearing before a state agency on behalf of the Association, the parties agree to be bound by RSA 273-A.
- 4.7** The rights and/or privileges granted to the Association in the Agreement will not be granted to any other group or organization, during the term of this Agreement, which purports to represent any employee or group of employees covered by this Agreement.
- 4.8** It is agreed by and between the Barnstead School District and the Barnstead Education Association that, upon receipt of written authorization signed by the teacher, the Board will deduct an amount to provide payment of dues for membership and assessments in the NEA New Hampshire from the regular salary check of the teacher. Deductions shall be in equal amounts beginning with the third pay period and ending with the first pay period in June in the contract year. The amount deducted shall be remitted biweekly during this period of time through direct deposit to the Association's bank account. The treasurer will receive confirmation of deposit and deduction register. If a teacher leaves the district before the full dues authorized have been deducted, the balance due shall be deducted from the teacher's final paycheck upon additional written authorization of the teacher. A teacher may, in writing, rescind an authorization at any time. The Association will indemnify and hold the Board harmless from any and all liability of damages resulting from good faith efforts to comply with this provision.
- 4.9** Upon receipt of a standing request, the Association is entitled to a copy of School Board minutes and agendas which shall be made available by delivery to: Co-Presidents Barnstead Education Association, Barnstead Elementary School.
- 4.10** Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities, credit unions, or any other plans or programs jointly approved by the Association and the Board. Such authorization shall continue in effect from year to year unless revoked in writing.
- 4.11** With the prior approval of the administration, up to six (6) teachers may attend the annual NEA Instructional Convention.

ARTICLE V. TEACHER RIGHTS

- 5.1** No teacher shall be required to appear before the Board and/or Superintendent concerning any matter which could adversely affect the continuation of that teacher in his/her position, unless given prior written notice of the reason for such a meeting at least twenty-four (24) hours in advance. Additionally, upon request, teachers shall be entitled to Association representation at any investigatory interview, which may result in disciplinary action or dismissal.
- 5.2** The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, transfer or discipline of teachers or in the application of administration of this Agreement, on the basis of race, creed, color, religion, national origin, sex, domicile, sexual orientation, marital status, family status, age or physical or mental disability.
- 5.3** Complaints: Any complaint regarding a teacher made to any member of the administration by a parent, student or other person shall be reduced to writing by the complainant and shall be promptly investigated, within thirty (30) school days. The teacher shall be given an opportunity to respond in writing and all such responses shall be attached to all copies of any written complaints in all filed copies. The teacher may request a meeting with the person making the complaint. Teachers shall be given an opportunity to meet with the complainant. If the complainant refuses to meet, then all reference to the complaint shall be stricken from the record and removed from the teacher's file. If unsubstantiated material is removed from the teacher's file, then Section 5.4.4 will not be operative.

The School Board will hear complaints about individual teachers in non-public session only. The teacher who is the subject of any such complaints will be given the opportunity wherever possible to be present during such complaints, and will be given the opportunity to respond to such complaints. The School Board, the administration, the association, and the teachers will make all efforts to resolve all complaints and concerns at the lowest appropriate level of the administration and the School Board.

5.4 Review of Personnel Files:

5.4.1 Teachers shall have the right, upon request, to review the contents of their personnel file in the presence of an administrator and to receive upon request copies of any documents contained therein upon payment of a reasonable charge per page. A teacher shall be entitled to have an Association representative present during the review. Any adverse material in a teacher's file which is over five years old, for which there have been no further substantiated complaints, shall be expunged from the file upon the teacher's request. In the event that such material is removed from the file, then Section 5.4.4 will not be operative.

5.4.2 If material derogatory to a teacher's conduct, service, character or personality is placed in the personnel file, the teacher shall be given a copy of such before it is placed in the file. The Principal and the Superintendent shall be the only persons to place any such material in a teacher's file. Teachers shall acknowledge having received such material by signing a copy to be filed with the express understanding that such signature in no way

indicates agreement with the contents thereof. The teacher shall also have the right to submit a written response to such material in the file and the answer shall be attached to all file copies.

5.4.3 The District agrees to protect the confidentiality of personal references, academic credentials and other similar documents received prior to and during the teacher's employment. It shall not establish any separate personnel file, which is not available for the teacher's inspection.

5.4.4 In the event that any material is removed from a teacher's file, a dated notation stating what has been removed shall be placed in the file.

5.4.5 No document will be placed in a teacher's personnel file after a teacher's last day of employment, except those situations where a teacher breaches an employment contract, excepting documents previously received or acknowledged by the teacher prior to the last day of employment.

5.5 A Barnstead Education Association member teacher shall have the right to have Association Representatives present at any time during any step in the grievance process.

5.6 Communication: A teacher shall have the right to communicate concerns to the Barnstead School District Administration and School Board. Concerns shall first be addressed to the Principal. If a concern is not resolved following the first level of communication, the teacher shall have the right to proceed to the next level (Superintendent then School Board).

ARTICLE VI. TEACHER EVALUATION

6.1 Evaluation Procedure: The purpose of Teacher Evaluation is to improve and maintain the quality of education given to the District's students through Administrative guidance, support and professional development.

6.2 Evaluations shall only be conducted by a Building Administrator hereto known as the Principal, Assistant Principal, Director of Special Education, or a mutually agreed upon professional designee(s) who is knowledgeable in the subject matter area being evaluated who are not represented by the bargaining unit.

6.2.1 For non-tenured teachers, observations will occur a minimum of five (5) times a year (as defined in RSA 189:14-a) before March 1. More observations for the purpose of evaluation may be conducted at the teacher's request; the Administrator may make additional observations for the purpose of improving the quality of education given to the District's students. The processes for which these teachers are to follow are outlined in 6.4.

6.2.2 For tenured teachers, observations will occur three (3) times a year (as defined in RSA 189:14-a) before March 1. More observations for the purpose of evaluation may be

conducted at the teacher's request; the Administrator may make additional observations for the purpose of improving the quality of education given to the District's students. The processes for which these teachers are to follow are outlined in 6.4. For tenured teachers that have been evaluated as Effective or Highly Effective on each of the BES Modified Marshall Evaluation Summary/Rubrics for three (3) consecutive years, observations will occur up to three (3) times within a three (3) year recertification cycle (as defined in RSA 189:14-a) before March 1. The observations and feedback shall be related to the goals established in the teacher's three-year professional development plan.

6.2.3 The Administrator has the right to conduct informal observations throughout the year. Any informal observation that raises a concern for the Administrator shall be communicated to the employee verbally the same day as the observation. If the Administrator decides this issue may become part of the summative evaluation report, it must be committed to writing. The written statement must be delivered to the employee at a meeting with the Administrator, to discuss the concern, within three days of the observation. Following the meeting to discuss the statement, if the concern continues within one calendar year, it may be placed in the Summative Evaluation Report. The employee may provide a written response to any material to be placed in his/her file.

6.3 Teacher Evaluation Meetings

All meetings regarding teacher evaluation are to follow the CBA Article 8.9 (uninterrupted planning time and meetings) and Article 8.10 (duty free 30-minute lunch). Meetings shall not be conducted during these times.

6.4 Observation Procedures

During the first two (2) weeks of school, the administration shall orient all teachers regarding evaluation procedures and instruments (Sidebar Attachments 1, 2, 3, and 4). The procedures will be based upon the Marshall Evaluation Model as modified herein.

6.4.1 BES Evaluation Rubrics (Attachment 1A, 1B, 1C, 1D, 1E)

A Teacher must complete the BES Evaluation Rubrics and submit to their Administrator within the first twelve (12) school days. No ten (10) minute observations will begin until both the Teacher and Administrator have met to review these rubrics. This meeting must be held prior to October 1.

If a Teacher misses the self-evaluation rubric deadline the timeline for the Teacher Administrator meeting will be extended by five (5) school days. If more than three (3) Teachers miss the self-evaluation deadline the timeline for the Teacher-Administrator meeting will be extended by ten (10) school days.

6.4.2 Observation

Each unannounced observation will be made in person and for a minimum of ten (10) consecutive minutes. All monitoring or observation of performance of a teacher shall be conducted openly and with full knowledge of the teacher. Every effort shall be made to

meet with the Teacher on the same day of the observation. The Administrator will meet with the Teacher in their classroom, or a mutually agreed upon location, for a brief post observation discussion to reflect upon the lesson. However, if for any reason this meeting does not take place the Administrator will have up to forty-eight (48) hours from the observation to hold this meeting. In the event of absence by the Administrator or Teacher within the forty-eight (48) hour timeline, the meeting will be rescheduled within twenty-four (24) hours upon the return of either party. If the Administrator does not follow this timeline, then the Teacher's Observation Report shall read "The Teacher's lesson was effective." There must be five (5) days between each Teacher's observation.

6.4.3 Observation Reports (Attachment 2)

Teachers shall receive a written Observation Report of every classroom observation within twenty-four (24) hours of the post observation discussion. The written report will consist of the Administrator's observations as well as remarks discussed during the post observation meeting. In the event that the Teacher feels the observation report was incomplete or unjust, the Teacher may put additional comments or objections in writing and have them attached to all copies of the observation report. The Teacher will sign any additional comments and return the comments to the Administrator within two (2) days of the conference. This response shall be attached to the Administrator's comments.

6.5 Evaluation Summary (Attachment 3A, 3B, 3C)

6.5.1 Non-tenured teachers will meet with their Administrator at least seven (7) days prior to Teacher nominations to the School Board to review the Teacher's current school year's BES Modified Marshall Plan Evaluation Rubrics. Prior to the Summative Evaluation meeting, the Teacher and the Administrator shall each complete the appropriate BES Evaluation Rubrics (1A, 1B, 1C, 1D, 1E). The Evaluation Summary will connect evidence from observations to the rubric criteria and document areas of strength and areas of growth as discussed in post observations summaries. Both parties will mutually agree to the teacher's placement on the Ratings on Individual Rubrics. A copy of the mutually agreed upon rubric will be given to both the Teacher and the Administrator prior to the end of this meeting. If both parties can't mutually agree upon the teacher's placement on the Ratings on Individual Rubrics, the Administrator needs to present written evidence within the Observation Report (Attachment 2) to support the teacher's placement. The teacher may submit written evidence to support placement within two (2) school days of this meeting.

6.5.2 Tenured teachers will meet with their Administrator by the second Friday in April to review the Teacher's current school year's BES Modified Marshall Plan Evaluation Rubrics. Both parties will mutually agree to the teacher's placement on the Ratings on Individual Rubrics. Prior to the Summative Evaluation meeting, the Teacher and the Administrator shall each complete the appropriate BES Evaluation Rubrics (1A, 1B, 1C, 1D, 1E). The Evaluation Summary will connect evidence from observations to the rubric criteria and document areas of strength and areas of growth as discussed in post observations summaries. Both parties will mutually agree to the Teacher's placement on the Ratings on Individual Rubrics. A copy of the mutually agreed upon rubric will be given to both the Teacher and the Administrator prior to the end of this meeting. If both

parties can't mutually agree upon the Teacher's placement on the Ratings on Individual Rubrics, the Administrator needs to present written evidence within the Observation Report (Attachment 2) to support the Teacher's placement. The Teacher may submit written evidence to support placement within two (2) school days of this meeting.

6.5.3 If an administrator misses either the October 1 or March 1st deadline due to significant time missed for illness or other circumstances reasonably beyond their control (for either the Teacher or the Administrator) then no action will result and a request for an extension will be processed.

If an Administrator misses a Teacher evaluation deadline without extenuating circumstances, the Teacher will be deemed to be "no less than effective" in the evaluation. However, the Teacher may elect to continue the Teacher evaluation process for the benefit of feedback and Teacher improvement. At the end of the process the Teacher may choose between the "deemed effective" evaluation or the "actual" evaluation. In either case the administrator will have the situation documented in their annual performance evaluation. The Superintendent will also report annually to the School Board a teacher evaluation process summary that includes the number of Teachers evaluated, the number of extensions requested (and the result), and the number of deadlines missed at each step by both Teachers and Administration.

The Superintendent will provide a copy of each evaluation deadline summary to the Association President(s) after the October 1st and March 1st deadlines.

6.6 Summative Evaluation Report (Attachment 4)

The Administrator will write a summative evaluation report based upon the teacher's observation reports and evaluation summary. Non-tenured Teachers shall receive the summative report at least seven (7) days prior to Teacher nominations to the School Board. Tenured Teacher's in the final year of Teacher recertification shall receive the summative evaluation report by the second Friday in April.

6.7 No written observation report, evaluation summary or summative evaluation report shall be submitted to the Superintendent, placed in the employee's file or otherwise acted upon without affording the employee an opportunity for a prior conference. Following each conference Attachments (2, 3 and 4) will then be submitted to the Superintendent and placed in the employee's personnel file. The employee shall sign such reports in acknowledgment that it has been read, but in no way to indicate agreement with contents.

6.8 In the event that the Teacher feels the evaluation was incomplete or unjust, the Teacher may put additional comments or objections in writing and have them attached to all copies of the observation report, evaluation summary or summative evaluation report. The teacher will sign any additional comments and return the comments to the Administrator within two (2) days of the conference. The comments will be forwarded to the Superintendent and a copy placed in the Teacher's personnel file.

- 6.9** The Administrator will notify a tenured Teacher (as defined in RSA 189:14-a), in writing, of any areas in need of improvement. The notification will be accompanied by a request that the Teacher meet with the Principal to develop, collaboratively, an appropriate improvement plan, using the Improvement Planner instrument (Attachment B-4 & B-5 within the CBA). This shall indicate the expected outcome and the specific timetable for achieving it; on or before April 1 of the next school year.

ARTICLE VII. GRIEVANCE PROCEDURE

- 7.1** A "grievance" shall mean a complaint by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement.

7.1.1 Any resolution of a grievance shall not be inconsistent with the terms of this Agreement.

- 7.2** All teachers shall, during the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board and the Administration.

- 7.3** Step 1 - Informal Step: A grievance must be initiated within thirty (30) days of the occurrence or when the employee was aware of the occurrence. Within the aforementioned thirty (30) day period, the grievant shall meet with the Principal in an attempt to resolve the matter informally at that level. The Principal shall communicate an informal decision to the grievant within five (5) days of the informal meeting.

- 7.4** Step 2 - Formal Step: If the informal decision does not resolve the grievance, the grievant may appeal the decision to the Principal, in writing, within ten (10) days after the receipt of the informal decision. The appeal to the Principal must specify the following:

- A. the action that is the subject of the grievance;
- B. the provisions of the Agreement violated; and
- C. the remedy sought

- 7.5** Within ten (10) days from the receipt of the appeal, the Principal shall meet with the grievant and attempt to resolve the grievance and communicate a formal decision in writing to the grievant within five (5) days of the formal meeting.

- 7.6** Step 3: If the grievance is not resolved to the grievant's satisfaction in Step 2, it may be appealed to the Superintendent within ten (10) days of receipt of the Principal's formal decision. The written appeal must contain all of the information submitted at Step 2.

The Superintendent shall, within ten (10) days of the receipt of the appeal, meet with the grievant to discuss the matter, review the facts in the case as well as the decisions rendered by the Principal, and attempt to resolve the dispute.

The Superintendent shall, within ten (10) days of the meeting, communicate a written decision to the grievant.

7.7 Step 4: If the grievance is not resolved to the grievant's satisfaction at Step 3, it may be appealed to the School Board within ten (10) days of the receipt of the Superintendent's decision. The appeal must contain all the information submitted through Step 3. The Board shall meet with the grievant, the Superintendent, and, if necessary, the Principal to attempt to resolve the grievance within fifteen (15) days after the receipt of the appeal from the Superintendent's decision. Such meetings shall be held in non-public session.

The Board shall communicate its decision in writing to the grievant and the Association within ten (10) days of the meeting.

7.8 Step 5: If the grievance is not resolved to the grievant's satisfaction at Step 4, and the Association determines that the grievance should be arbitrated, the Association shall so advise the School Board in writing within ten (10) days of receipt of the Board's answer. The parties will then initiate a request for arbitration according to the rules of the American Arbitration Association, which are hereby incorporated into this Agreement. The decision of the arbitrator shall be binding.

7.9 Failure at any step of this procedure to communicate a decision on a grievance within the specified time limit shall permit the grievant to proceed to the next step. Failure at any step in this procedure to appeal a grievance to the next step within the specified time limit shall be deemed a waiver of further appeal of the decision and shall be deemed acceptance of the decision rendered at that step.

7.10 The parties covenant and agree that all grievance hearing sessions, including those before the Barnstead School Board, shall be held in executive session.

7.11 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) be alluded to in any communications between the administration and said prospective employer.

7.12 A grievance filed by the Association may be submitted at the step/level where the action giving rise to the grievance occurred.

7.13 See Attachment C – Letter of Agreement

ARTICLE VIII. VACANCIES, TRANSFERS, ASSIGNMENTS AND REASSIGNMENTS

8.1 In the event of change of assignment, the employee involved shall be notified at the earliest practical time. Assignment changes will be avoided after June 1. In the event of a change of assignment and upon the request of the employee, a consultation with the Superintendent or his/her designee shall be held. The assignment of said employees to positions, grades and/or subjects, as the case may be, will generally be within their areas of demonstrated and certified competence.

In making his/her recommendation the Superintendent shall consider among other factors he/she deems relevant, employee's qualifications and system-wide balance of experience and inexperience. The final decision pertaining to employment assignments shall be that of the Board upon recommendation of the Superintendent. Upon reaching its decision, the Board shall notify the employees involved.

- 8.2** Teachers who desire a change of position may file a written statement of such desire with the Superintendent.
- 8.3** The administration will post vacancies (including co-curricular positions) on the official bulletin board in the school. During the summer weeks, in addition to posting, the District shall send notice of the vacancies to the Barnstead Education Association Co-Presidents and bargaining unit members who have indicated in writing an interest in a change of assignment. Such notice shall be sent to the address left on record.
- 8.4** Based on their qualifications, teachers who are employed in the district and certified will, upon written application, be granted an interview and will be given due consideration for the vacant position.
- 8.5** Every effort shall be made to provide substitute teachers for all classroom teachers when they are absent from school. Only in emergency situations will teachers be asked to serve as substitutes.
- 8.6** Teachers to whom student teachers are assigned by the School Board will receive any stipend the school receives from the cooperating college or university.
- 8.7** The Board shall provide for each teacher, a separate desk, a file cabinet and closet space in which to store personal articles; at least the desk or file cabinet shall have a functioning lock.
- 8.8** The student day will not exceed six (6) hours and forty-five (45) minutes and the student instructional day will not be less than five (5) hours and fifty (50) minutes. The teacher work day will begin fifteen (15) minutes prior to the student day and end forty-five (45) minutes after the student day for each day school is in session; provided, however, that on Friday the teacher day will conclude with the student day unless some assignment that Administration and the teacher agree to requires the teacher's presence in the building. On occasion, the teacher may leave early with the permission of the Principal.
- 8.9** A teacher shall have at least five (5) planning periods per week without interruption and/or assignment from the Administration. The district shall make every effort to provide each teacher with at least one (1) planning period per day. However, in the event this cannot be scheduled, no more than one day per week may have more than two planning periods. The planning periods will be at least forty-five (45) consecutive minutes in duration and will be in addition to the forty-five (45) minutes at the end of the student day, less the minutes used by homeroom teachers for walking students to the buses and non-homeroom teachers for

dismissal procedures (i.e.: hall monitoring, assisting homeroom teachers, supervising loading of buses, walking students to pick-up location, supervising pick-up location {non duties i.e.: loading students into vehicles, crossing guard}), except when such period is preempted by meetings scheduled to a maximum of four (4) times per month. Every effort will be made by the administration to keep these meetings to within an hour's time.

The school nurse shall be allowed time to perform clinical leadership responsibilities consistent with teacher planning time. The schedule for the nurse's daily clinical leadership responsibilities time shall be determined by administration with input from the nurse to ensure that the medical needs of the school/students are effectively met.

- 8.10** Duty Free Lunch: All teachers shall receive a duty-free lunch period of thirty (30) continuous minutes without interruption and/or assignment from the Administration. The school nurse shall be allowed a lunch period consistent with the teachers. The schedule and location of the nurse's lunch period shall be determined by the administration with input from the nurse to ensure that the medical needs of the school/students are effectively met.
- 8.11** Teachers will not be required to perform morning bus duty.

ARTICLE IX. LAYOFFS

- 9.1** If it is necessary for the Board to decrease the number of teachers, the Board will do so in a manner that is reasonably calculated to maintain and preserve the quality of education in the District.
- 9.1.1** Criteria: The factors in layoff decisions shall be based solely on the following: seniority, certifications, and ability. Seniority is defined as the number of years of service to the Barnstead School District. Certification is defined as the State certificate(s) held by the teacher. Abilities shall be determined by satisfactory evaluations on file. The Board shall make every effort to retain senior teachers who are certified. Only in those situations in which the School Board can show substantial reasons that retaining a senior teacher would not be in the best interest of the school system should the senior teacher be laid off.
- 9.2** Reductions in Force shall be absorbed, to the extent possible, through attrition and retirement. Any teacher laid off may secure other employment during the period of layoff.
- 9.3** Laid off teachers will be reinstated in inverse order of their being laid off; to the extent qualified to fill the available employment opening.
- 9.4** To the extent relevant under the provisions of this Agreement, teachers reinstated shall receive credit for previous years of service to the District.
- 9.5** A laid off teacher shall be entitled to recall to any vacant position for which he/she is certified and qualified, including HQT status, for a period of two years following the reduction in force. Teachers will be notified of recall opportunities by certified mail.

Failure to accept recall to a position within ten (10) days from receipt of notice, as evidenced by a signature on the return receipt, shall extinguish the teacher's recall rights to future positions.

- 9.6** Laid off teachers will have the opportunity to substitute teach within the District.
- 9.7** The provisions of this article will not apply to a teacher who has been laid off for more than two (2) annual teacher contract years.
- 9.8** The Association will be informed when the Board is considering a Reduction in Force. The Association will be informed when the Board is considering expanded or additional programs.
- 9.9** For the purposes of this article, the teacher shall keep the Superintendent's Office informed of current address and telephone numbers.

ARTICLE X. NEGOTIATIONS PROCEDURE

- 10.1** The Board will furnish to the Association, upon request, such reasonable information as is needed to make reasonable proposals, including but not limited to: annual financial reports, treasurer's reports, school census information, and information regarding educational background and salary schedule placement of all teachers, including names, addresses and telephone numbers.
- 10.2** Either party may, if it so desires, utilize the services of outside consultants and may call upon professional representatives to assist or represent it in negotiations. When agreement is reached between the parties' negotiating teams, it is agreed that each team will make a valid effort to seek ratification from its membership and then to support the ratified agreement at the annual school district meeting. The Board will make every effort to get ratification of the contract cost items from the voters of the School District at any school district meeting. The signed contract will be evidence of the Association's support.
- 10.3** Any agreement reached shall be reduced to writing and signed by the Board and the Association. A copy of the Agreement shall be filed with the New Hampshire Public Employee Labor Relations Board within fourteen (14) days of signing.
- 10.4** On or before October 1 in the school year prior to the contract's expiration, either party may, in writing, by certified mail, return receipt requested, notify the other party of its intent to negotiate a successor Agreement. The parties will meet at reasonable times and places to negotiate in accordance with the provisions of RSA 273-A.

ARTICLE XI. PROFESSIONAL IMPROVEMENT

- 11.1** The parties support the principle of continuing education of teachers through the School Board's approved professional development plan. As part of this effort the Barnstead

School District will participate in SAU-wide professional development committee workshops, days and/or any other workshops as approved by the Superintendent.

11.2A Course Reimbursement

For teachers who are enrolled in accredited Graduate Degree programs, the District will reimburse up to nine (9) credits per year per teacher in approved graduate course(s) at a rate not to exceed the cost per credit at the University of New Hampshire. Participation in this program requires a minimum of five (5) years of service to the District as a teacher, prior approval of the District Superintendent and that degree objectives are reflected on the teacher's professional development plan. The District may limit participation in this Graduate Degree program at a maximum of twenty-seven (27) credits per year. Teachers will be granted access to eligible credits (or granted reimbursement from the available funds) in the order of their acceptance into the degree program. Teachers must notify the Superintendent of their intent to participate in the Graduate Degree program by November 1 of the prior fiscal year.

For teachers who are not enrolled in an accredited Graduate Degree program, the District will reimburse the employee for an approved graduate course or Superintendent-approved undergraduate study up to four (4) credits per teacher per year at a rate not to exceed the cost per credit at the University of New Hampshire.

11.2B Workshops and Conferences

The District will reimburse each teacher taking workshops or conferences up to \$300. For teachers who are not enrolled in an advanced degree program, the District will also apply half (1/2) the cost of one (1) of their unused credits at the University of New Hampshire rate per year towards the cost of a workshop or conference.

- 11.3** To be eligible for reimbursement, the course or workshop must be approved in advance by the Superintendent or Principal and a grade of "B" or better must be obtained in the course.
- 11.4** Employees eligible for reimbursement may, following the approval of the course or workshop by the Superintendent or Principal, request payment in advance of the course or workshop up to the amount approved. Should the employee fail to participate in the workshop or satisfactorily complete a course by obtaining a grade of "B" or better, the amount of money advanced will be subtracted from the end-of-year check or from the final check, should the employee leave before the end of the school year.
- 11.5** Before the close of each school year any teacher, upon request, shall be notified by the SAU office, in writing, of the following:
 - A. Accumulated degree-credit hours reported to the Superintendent, to date;
 - B. Accumulated staff development hours reported to the Superintendent, to date;
 - C. Date of re-certification for renewal of state certificate.

- 11.6** Any teacher who receives funds from the District for graduate courses under Article 11.2A(i) above must remain employed in the Barnstead School District for a period of two (2) full school years following the receipt of the last reimbursement. If the teacher voluntarily leaves employment, other than for extenuating circumstances as determined by the Board, he/she shall reimburse the District in the amount of the funds received by the teacher within the last two (2) years. Any teacher accepting funds under Article 11.2A(i) will sign an agreement promising to fulfill this commitment and authorizing the District to deduct any funds owed to the District from the teacher's final paycheck.

ARTICLE XII. SCHOOL CALENDAR/INSTRUCTIONAL DAYS

- 12.1** The Superintendent or his/her designee will meet and discuss the school calendar with designated representatives of the Association, ten (10) days prior to proposing a school calendar to the Board for adoption. The Superintendent will report the Association's recommendations to the Board and the Board will respond to the Association's recommendations. The final decision on the school calendar shall rest with the Board.

The school year shall begin no earlier than the last Monday in August. The day before Thanksgiving and December 23 shall not be instructional days or teacher work days. The school year shall consist of a maximum of 180 instructional days plus the time equivalent to six (6) teacher work days as follows:

Two (2) days prior to the start of the instructional year, one (1) of which shall be used for professional development /training, and one (1) for uninterrupted classroom preparation

The equivalent of one (1) day to be satisfied on two (2) Early Release days in October for parent conferencing totaling 5 ¼ hours outside of the teachers' contracted day and on one (1) Early Release day in January for parent conferencing totaling 2 ½ hours outside of the teachers' contracted day.

Two (2) days for professional development/training provided by the District. One (1) day that follows the final student day of the school year

No teacher work day will be scheduled on a State or federal holiday or during a school vacation.

Additionally, there shall be at least three (3) early release/delay opening days for professional development/training; and two (2) early release/delay opening days during May and/or early June for preparation of class list and purchase orders. Newly hired employees shall be required to attend one (1) orientation day in addition to the 186 days detailed in this section.

ARTICLE XIII. LEAVES

13.1 Paid Leave

13.1.1 Sick Leave

Each teacher shall be credited with twelve (12) paid leave days for the purpose of personal or family illness at the beginning of each school year, cumulative to ninety (90) days for teachers with less than ten (10) years of service and one hundred ten (110) days for teachers with ten (10) or more years of service. Teachers with an excess of one hundred ten (110) days at the close of the school year will have the excess above one hundred ten (110) days reduced so that the total number of sick days prior to the start of the next school year is one hundred ten (110) days.

Teachers shall be given a written accounting from the Superintendent's office of their accumulated sick leave by the third pay period and by the first pay period in June.

A physician's certificate may be required for absences which are more than five (5) consecutive days.

Except in unusual circumstance, teachers are required to notify the School Administration of sick leave absences before 6:00 a.m.

13.1.2 Leave Reimbursement for Non-Use of Sick Day Leave

Eligibility for either of these reimbursements in the school year will be determined by the teacher's accumulated sick leave at the end of the previous school year.

Teachers who have accumulated 110 days of sick leave shall be eligible for the following benefit:

Teachers who limit sick leave use to two (2) or fewer days of sick leave per year shall receive \$1,000.

Teachers who limit sick leave use to three (3) or four (4) days of sick leave per year shall receive \$750.

Teachers who limit sick leave use to five (5) days of sick leave per year shall receive \$500.

The Board shall be required to budget \$10,000 annually to fund this benefit.

In the event that the amount of funds available is less than the amount of money eligible to be paid, each teacher will receive an adjusted, pro-rated share of the fund.

Donations to the sick bank shall not be counted as a sick day used for calculating this benefit.

Payment shall be made in a separate check by June 30 each year.

B. In the alternative, teachers who have accumulated 55 days of sick leave shall be eligible for the following benefits:

Teachers who limit sick leave use to two (2) or fewer days of sick leave per year shall receive \$500.

Teachers who limit sick leave use to three (3) or four (4) days of sick leave per year shall receive \$375.

Teachers who limit sick leave use to five (5) days of sick leave per year shall receive \$250.

The Board shall be required to budget \$5,000 annually to fund this benefit. The unused balance from Level B benefit shall be added to Benefit A above, if additional funds are required.

In the event that the amount of funds available is less than the amount of money eligible to be paid, each teacher will receive an adjusted, pro-rated share of the fund.

Donations to the sick bank shall not be counted as a sick day used for calculating this benefit.

Payment shall be made in a separate check by June 30 each year.

13.1.3 Bereavement Leave

Leave up to three (3) days, non-cumulative may be granted at any one time in the event of the death in the immediate family of the teacher, teacher's spouse and/or outside the employee's immediate family.

13.1.4 Personal Leave

Teachers may use up to three (3) personal days per year to conduct important personal affairs which cannot be accomplished at any other time. To be eligible for personal leave under this section, a Leave Request form shall (except in an emergency), be presented to the Principal at least forty-eight (48) hours prior to any such personal leave. These days may only be taken the day before, or after, a school vacation or holiday with prior approval of the Principal. Prior approval will be waived in the case of an unexpected need. In these circumstances, the teacher must communicate the unexpected need to the Principal in writing within five (5) school days of their return.

Personal days are non-cumulative.

13.1.5 Maternity Leave

Maternity leave required due to a disability, prior to and after the birth of a child and as certified by a physician, will be treated like any other personal or family illness.

13.2 Sick Leave Bank

13.2.1 The Board agrees to establish a sick leave bank to cover teachers in the event of a catastrophic illness or disability. A catastrophic illness or disability is a severe condition or combination of conditions affecting the mental or physical health of the employee. Such conditions typically require in-patient hospitalization or are expected to result in disability or death. Such conditions require the services of a licensed practitioner for a prolonged period of time and that would force the employee to exhaust all leave time earned by that employee and to be placed in an unpaid leave status.

The sick leave bank shall be administered by a committee composed of two (2) teachers of the Association appointed by the Co-Presidents, the school nurse, a School Board member, and an Administrator appointed by the Superintendent, hereinafter called the Administrative Committee.

13.2.2 The Sick Bank rotation list is a list of members of the sick bank and was established in October 2006. The list of members was placed in alphabetical order by date of hire. The sick bank rotation list shall consist of names placed in the order employees first join the bank. New enrollees, after contributing one day, are added to the bottom of the list. New enrollees who join the bank on the same day shall be placed on the list in alphabetical order.

13.2.3 To join the sick leave bank, a teacher must sign a Sick Bank Membership Form by September 15th of each year and shall donate one (1) day from the twelve (12) days he/she receives in a one-year period to be deposited in said bank, such day to be deducted from the teacher's annual sick leave in the second pay period in October. The Administrative Committee will provide the SAU office with a copy of all membership forms as well as the current rotation list by October 1st.

The days in the bank may accumulate up to one hundred seventy-five (175) days. When the bank reaches the maximum accumulation only new enrollees need to contribute to the bank. These days in excess of the maximum shall be placed in reserve. Any days left in reserve at the end of the school year shall be lost. They shall neither continue to be held in reserve nor restored to the enrollee.

13.2.4 A member becomes eligible to request benefits from the sick leave bank if suffering from a catastrophic illness or disability provided he/she has exhausted all of his/her accrued sick leave. Said member may request up to twenty-five (25) days per school year.

13.2.5 The request to use the sick leave bank shall be submitted in writing with supportive medical documentation to the Administrative Committee. The committee will determine whether

or not, in its judgment, the teacher qualifies to use the sick leave bank. If the Administrative Committee has determined that the teacher qualifies to use the sick bank, it will submit its decision to the Superintendent who will release the days for use by the teacher. The decision of the Administrative Committee shall be final and shall not be subject to the grievance procedures contained in Article VII.

13.2.6 When the days are drawn on the Sick Bank, the sick days held in reserve shall be used to restore the Sick Bank to its maximum of 175 days. If the bank falls below the maximum accumulation, participants must contribute only one of their sick days in the second pay period in October. Those days will be held to replenish the Sick Bank at the close of the school year in June, beginning with the top of the rotation list, until the Sick Bank is restored to the maximum allowed. Those contributing individuals will then be placed at the bottom of the rotation list. An accounting of the sick bank accrued and used days will be sent to the SAU office no later than June 1st of each year.

13.3 Jury Duty or Witness Service

A teacher who is called for jury duty or subpoenaed as a witness shall be excused from teaching duty for the actual time involved in said service. Jury duty payments will be signed over to the SAU. No salary deduction or loss of leave shall occur when a teacher is absent because he/she has been called to appear in court or other tribunal on business concerning the Barnstead School District.

13.4 Extended Leaves of Absence

Provided that the teacher states the intention to return to the school system, upon recommendation of the Superintendent, a teacher may be granted a year's leave of absence, without pay, for educational purposes, provided the School Board approved the year's program as submitted by the teacher in his/her application for leave. The teacher shall be reinstated without loss of seniority or benefits and shall be assigned to a position within his/her certification, which is as similar to the one previously held as possible.

13.5 Child Rearing Leave

13.5.1 A teacher shall be entitled to child rearing leave upon the birth, adoption or foster placement of a child. Written application for child rearing leave must be made to the Superintendent no later than twenty (20) calendar days after the birth or adoption or foster placement.

13.5.2 Child rearing leave shall normally commence on either (1) the day after disability from child bearing terminates to a female teacher or (2) the date of birth, adoption or foster placement of a child, and shall continue until August 31, as follows:

- A. For childbirth, adoption or foster placement occurring on or between January 1 and June 30, child rearing leave shall continue until the following August 31 following one (1) calendar year;
- B. For childbirth, adoption or foster placement occurring on or between July 1 and December 31, child rearing leave shall continue until the following August 31.

13.5.3 All child rearing leave shall be without pay or benefits, except for those benefits maintained by the teacher in strict accordance with Article 13.8.3.

13.6 Professional Leave

Professional leaves and absences with full pay will be allowed, for leave approved in advance by the Superintendent or Principal, to attend educational meetings and conferences or for trips involving school business. All requests for such absences will be made, in writing, to the Principal. The number of absences allowable for professional leave is a value judgment on the part of the Superintendent and Principal and is subject to budget limitations.

13.7 Other Leaves

A teacher not qualifying for leave under the Family and Medical Leave Act (FMLA) due to the length of employment in the district may use their accumulated sick leave for an event that would normally qualify under the FMLA.

Leaves of absence for other purposes may be granted, without pay, upon recommendation of the Superintendent and approval of the School Board.

13.8 General Provisions

13.8.1 The Board may at its discretion and on the request of the teacher, extend any leave that has been granted to a teacher.

13.8.2 Upon return from any leave, the bargaining unit member shall be reinstated without loss of seniority or benefits. The Board shall try (including voluntary reassignment of other continuing faculty members) to return the teacher to the position held prior to leave.

13.8.3 All benefits, to which a teacher was entitled at the time of leave, including accumulated sick leave, shall be restored upon return from leave. Teachers may keep their health and dental benefits in force while on leave. During approved FMLA leaves, the District will continue to pay its share of the premiums. During non-FMLA leaves, the teacher must pay the full premium. Premium payments must be submitted to the SAU office thirty (30) days prior to the due date.

ARTICLE XIV. GENERAL PROVISIONS

- 14.1** If any provisions of this Agreement or any application of this Agreement to any employee or group of employees 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 provisions or applications shall continue in full force and effect.
- 14.2** On matters of serious mutual concern, this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties, and any agreement reached shall be in writing and signed as an amendment to this Agreement.
- 14.3** Any individual contract between the Board and an individual teacher heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.
- 14.4** This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms.
- 14.5** Copies of this Agreement between the Barnstead School District and the Barnstead Education Association, NEA - New Hampshire, shall be printed at the joint expense of the Association and the Board within thirty (30) days after the Agreement is signed and presented to all teachers employed, hereinafter employed, or considered of employment by the Board. Further, that the Board shall furnish five (5) copies of the Agreement to the Association for its use.
- 14.6** 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 delivery in hand with signed receipt or by registered or certified mail at the following address:

If by the Association:

Chairperson
Barnstead School District
School Administrative Unit #86
252 Suncook Valley Road
Alton, NH 03809

If by the Board:

Co-Presidents
Barnstead Education Association
NEA-New Hampshire
91 Maple Street
PO Box 289
Center Barnstead, NH 03225

ARTICLE XV. COMPENSATION (SEE UPDATED - MEMORANDUM OF AGREEMENT of 5/27/14)

15.1 New Employees Base Pay

New teachers will be placed on the Hiring Matrix (Attachment A) based on degree status and years of experience. However, no new teacher will be placed on the salary schedule at a higher salary than that of a teacher presently working for the District with the equivalent training and experience and in no event may a newly hired member be placed at a salary higher than the appropriate track on Step 16.

A year is defined as a contract year or 10 months of experience. When placing a professional, credit will not be given for partial years.

For example:

Teacher A has 10 years plus 16 months' experience. The step placement would be STEP 11.

The Superintendent or designee will provide the BEA Co-Presidents, in writing, one week prior to the first teacher workday, a copy of individual contracts of all new hires, with their educational degree(s) and their placement on the Hiring Matrix (Attachment A).

15.2 Degree/Credit Advancement

Any condition, which changes the degree/credit status of an individual during the school year, will become effective at the beginning of the next contract year prior to any other increases to salaries.

Upon attainment of the necessary credits from graduate level courses and in order to advance degree status an employee shall provide the SAU office with the official transcript from the accredited institution.

Compensation for all changes in degree/credit status will be made according to the Hiring Matrix.

15.3 Salary Increases

Salary increases will be applied to the teacher's base pay:

For teachers with 1-5 years of experience	6.0%
For teachers with 6-9 years of experience	4.5%
For teachers with 10-13 years of experience	4.0%
For teachers with 14+ years of experience	3.0%

15.4 Longevity

Longevity shall be listed as a separate amount on the teacher's individual contract and is not a component of the teacher's base pay. Longevity shall be paid out in the teacher's regular payroll check.

Teachers who have served the Barnstead School District for 11 years or more shall receive longevity compensation according to the following schedule:

District 11-15:	\$1,500
District 16-20:	\$2,000
District 21-25:	\$2,500
District 26-30:	\$3,000
District 31-35:	\$3,500
District 36+:	\$4,000

15.5 Team Leaders, Committee, and Additional Compensation

Team Leaders:

Team Leaders, elected by team members, shall receive an annual compensation equal to 4% of the Hiring Matrix BA base salary to be paid in two equal installments: the first pay period in December and the last pay period in June.

Committees:

All committees will be recommended by the Principal and approved by the School Board. The Association will be provided a list of current approved committees at the start of each school year. When a new committee is being formed, the Association Leadership, the Principal, and the Superintendent shall work collaboratively to define the responsibilities of the committee, estimate the level of time and effort, and determine a recommended compensation for each member.

Teachers participating in committee work shall be compensated up to 4% of the Hiring Matrix BA base salary as presented by the principal and approved by the board to be paid in two equal installments: the first pay period in December and the first pay period in June. Teachers shall have equal opportunities to serve on committees. Committee assignments are voluntary, during the school year, and equitable among members of the bargaining unit.

Special Activities and/or Assignments

Any other proposed compensation for duties such as Nature's classroom, band parades, band and chorus performances, and Artist in Residence, to name a few, shall be recommended, approved, and paid in a manner similar to committees.

Additional Compensation and Additional Days:

All curriculum work or instruction conducted outside of school hours shall be recommended by the Principal and approved by the School Board. This work shall be voluntary and compensated at a rate of \$50/hour. This provision does not apply to work outside of school hours which is part of a teacher's regular duties as a professional including the preparation of lesson plans, offering extra help to students, communicating with parents, attending teachers' meetings and the like.

Guidance Counselors shall work up to five (5) additional days during the summer break to support current students and/or to register and prepare new students. The summer work schedule for counselors shall be developed before the end of the school year by the Guidance Counselors and the Principal. The rate of pay shall be per diem according to the counselor's salary during the preceding school year.

School nurses may be required to work up to five (5) additional days during the summer break. The summer work schedule for nurses shall be developed before the end of the school year by the nurses and the Principal. The rate of pay shall be per diem according to the nurse's salary during the preceding school year.

Payment for additional days worked shall be made in accordance with the District's biweekly payroll schedule, upon submission of a timesheet to the SAU office.

15.6 Retirement Option

Teachers may choose one of the following options for their retirement year:

- 1) 50% of their total accumulated sick leave days up to a maximum of 55 days at the rate of \$75/day.
- 2) \$75 times the number of years that the teacher has served the district as a member of the bargaining unit.

Teachers must notify the Superintendent of their intent to retire by November 1st of the prior fiscal year. Teachers who accept one of these retirement options shall not be eligible for the section 13.1.2 payment in their retirement year. Payment shall be made by June 30th of the retirement year up to the amount allowable by law to be calculated as part of final compensation by NHRS without triggering any penalty to the District. Any remainder shall be paid to the teacher in a single payment within thirty (30) days of the deadline for the NHRS calculation of final compensation.

ARTICLE XVI. HEALTH AND DENTAL INSURANCE

16.1 Health Insurance

The School District will provide the following Blue Choice plans for teachers to select from: **AB5 RX10/20/45** and **Lumenos 2500**, for teachers who qualify and become members of the plan.

16.1.a For teachers selecting the AB5 RX10/20/45 Health plan option the following will apply:

The District will pay 80% of the premium for a single plan chosen. 70% for two-person plan chosen, or 70% for the family plan chosen through payroll deduction.

16.1.b For Teachers selecting the Lumenos 2500 Health plan option the following will apply:

The School District shall provide and pay the administrative costs of a Health Savings Account (HSA) for each teacher enrolled in the Lumenos plan, with such HSA to be funded through and administered by a third-party administrator. The teacher shall be able to contribute to the HSA directly or through pre-tax payroll deduction. The teacher contribution towards the premium shall be through pre-tax payroll deduction.

The District will pay 84% of the premium for single plan chosen, 70% for two-person plan chosen, or 70% for the family plan chosen through payroll deduction.

The School District shall fund 90% of the Lumenos plan deductible for the single (\$2,250), two-person (\$4,500) and/or family (\$4,500) plan chosen, by July 1 of the calendar year. The teacher shall be responsible for the remaining 10% of the deductible.

The District will notify teachers of deadlines for joining the plan.

The teacher contribution towards the premium will be through pre-tax payroll deduction.

The District will contribute its proportional share for family members defined as dependents under IRS regulations. Teachers may include ex-spouses and children in their plans who no longer qualify as dependents under IRS regulations but are allowed by state law, if they pay the difference in premium, if any, between the plan to which the teacher would be entitled without said dependents and the plan which the teacher has chosen which includes such dependents.

16.1.1 Any teacher eligible to enroll in the Plan who does not become a member of the Plan will be compensated by the District in the amount of \$1500.00 per year in lieu of a single or two person plan or \$2000 in lieu of a family plan whichever is appropriate. This compensation will be paid in two payments, one in December and one in June. The teacher will be required to provide proof of outside health insurance coverage at the beginning of each contract year. An employee who is the spouse of another employee who is a member of the Plan will not be eligible for this compensation.

16.2 Dental Insurance

The District will pay for 100% of the premium for single coverage for the Health Trust Dental Plan Option 1A. Note: This contribution is required by Health Trust.

ARTICLE XVII. DURATION

17.1 The provisions of this Agreement will be effective as of September 1, 2022 except as otherwise provided herein, and will continue and remain in full force and effect until August 31, 2025. The current terms and conditions of employment will continue and remain in full force and effect until a successor agreement has been ratified.

IN WITNESS WHEREOF, the parties have executed this Agreement entered into this 14 day of April, 2022 by and between the Barnstead School Board and the Barnstead Education Association, NEA - New Hampshire.

BARNSTEAD SCHOOL BOARD

Lydia D. Atkins 4/5/2022
School Board Chair Date
Its Duly Authorized Member

BARNSTEAD EDUCATION ASSOCIATION

Christopher Goren 4/14/2022
Co-President, Barnstead Education Association Date
Its Duly Authorized Member

Co-President, Barnstead Education Association Date
Its Duly Authorized Member

Board Hiring Matrix – 2022-2023 & 2023-2024

		0.010	0.020	0.030	0.040
	BA	BA +15	BA +30	M	MA+25
0	39,400	39,794	40,590	41,808	43,480
1	39,900	40,299	41,105	42,338	44,032
2	40,400	40,804	41,620	42,869	44,583
3	40,900	41,309	42,135	43,339	45,135
4	41,400	41,814	42,650	43,930	45,687
5	41,900	42,319	43,165	44,460	46,239
6	42,400	42,824	43,680	44,991	46,791
7	43,400	43,834	44,711	46,052	47,894
8	44,400	44,844	45,741	47,113	48,998
9	45,400	45,854	46,771	48,174	50,101
10	46,400	46,864	47,801	49,235	51,205
11	47,400	47,874	48,831	50,296	52,308
12	48,400	48,884	49,862	51,358	53,412
13	49,400	49,894	50,892	52,419	54,515
14	50,400	50,904	51,922	53,480	55,619
15	51,400	51,914	52,952	54,541	56,772
16	52,400	52,924	53,982	55,602	57,826

Board Hiring Matrix – 2024-2025

		0.010	0.020	0.030	0.040
	BA	BA +15	BA +30	M	MA+25
0	40,000	40,400	41,208	42,444	44,142
1	40,500	40,905	41,723	42,925	44,694
2	41,000	41,410	42,238	43,505	45,246
3	41,500	41,915	42,753	44,036	45,797
4	42,000	42,420	43,268	44,566	46,349
5	42,500	42,925	43,784	45,097	46,901
6	43,000	43,430	44,299	45,628	47,453
7	44,000	44,440	45,329	46,689	48,556
8	45,000	45,450	46,359	47,750	49,660
9	46,000	46,640	47,389	48,811	50,763
10	47,000	47,470	48,419	49,872	51,867
11	48,000	48,480	49,450	50,933	52,970
12	49,000	49,490	50,480	51,994	54,074
13	50,000	50,500	51,510	53,055	55,178
14	51,000	51,510	52,540	54,116	56,281
15	52,000	52,520	53,570	55,178	57,385
16	53,000	53,530	54,601	56,239	58,488

Appendix XX

SAU 86 Course Reimbursement Application

Per Section 11.2A of the BEA Collective Bargaining Agreement

Teacher: _____

Date of Hire: _____ (for SAU use: Years of Service _____)

Institution: _____

Degree Program: _____

Date of Acceptance into Program: _____

Planned Dates of Enrollment: _____

Anticipated Date of Completion: _____

Per Credit Rate: _____ (for SAU use: UNH rate _____)

I am submitting this form for pre-approval of Graduate Degree coursework reimbursement under the terms of the Barnstead Education Association (BEA) Collective Bargaining Agreement (CBA). I understand that the District will reimburse up to nine (9) credits per year per teacher in approved graduate course(s) at a rate not to exceed the cost per credit at the University of New Hampshire. NOTE: Teachers must notify the Superintendent of their intent to participate in the Graduate Degree program by November 1 of the prior fiscal year. I am aware that by accepting this benefit, I also commit to two (2) years of service to the district after the last year in which I accept reimbursement, or a prorated share of all reimbursement received if I leave the district's employment earlier.

Notes: _____

Teacher: _____ Date: _____

for SAU use: Date received: _____

Date of meeting with Superintendent (if needed); _____

- Returned with questions: Date: _____
- Approved Date: _____
- Denied Date: _____

Reason: _____

Superintendent: _____ Date: _____

SAU #86 Barnstead
Barnstead Elementary School

TEACHER IMPROVEMENT PLANNER

Teacher's name: _____
Administrator: _____
Grade/Level/Position: _____
Date Issued: _____

The Administrator, _____, is to coordinate this plan, monitor progress, and give feedback to you.

Failure to improve and perform at or above the level of minimum expectations will result in eventual recommendation for non-renewal. This plan shall be completed by April 1 of the next school year.

A) Specific Behaviors/Deficiencies in Need of Improvement:

B) Objectives and Action Plan for Improvement

C) Program(s) to be followed:

Activity	Time to be Complete	Administrator/Resource
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____

(Attach as needed)

D) Monitoring System:

Will meet _____ daily, _____ weekly, _____ monthly, _____ quarterly, from _____ to _____ with _____ to monitor progress. (See Improvement Planner Feedback Form)
(Administrator)

-OR-

_____ will write a daily/weekly log summarizing improvement activities accomplished in that time and given to _____ weekly/monthly for review (Administrator)

Teacher: _____ Date: _____

Administrator: _____ Date: _____ Teacher signature indicates collaboration in the creation of the Teacher Improvement Planner.

E) Recommendation:

The Administrator will make one of the following recommendations to the Superintendent of Schools:

- _____ All behavior/deficiencies have been remediated; discontinue monitoring of the Teacher Improvement Planner.
- _____ Progress had been made in remediating be behaviors/deficiencies; create new Teacher Improvement Planner.
- _____ Failure to make satisfactory progress in addressing and remediating the behaviors/deficiencies.

F) Teacher Comments:

Teacher: _____ Date: _____

Administrator: _____ Date: _____

Teacher's signature indicates that the teacher has received and read this recommendation. The teacher has the right to attach written comments to his/her recommendation.

SAU #86 Barnstead
 Barnstead Elementary School
 Barnstead Elementary School Lesson Plan

Teacher's name: _____

Administrator: _____

Grade/Level/Position: _____

Date Issued: _____

Date of Meeting	Improvement Strategy	Teacher Comments/Signature	Administrator Comments/Signature

(Attach as necessary)

BES Modified Marshall Plan Evaluation Rubrics

Attachment 1A

1. Planning and Preparation for Learning

The teacher:	4. Highly Effective	3. Effective	2. Improvement Necessary	1. Does Not Meet Standards
a. Lessons	Designs each lesson with clear, measurable goals closely aligned with standards and unit outcomes.	Designs lessons focused on measurable outcomes over time aligned with unit goals.	Plans lessons with some consideration of long term goals.	Plans lessons aimed primarily at entertaining students or covering textbook chapters.
b. Engagement	Designs highly relevant lessons that will motivate students and engage them in active learning.	Designs lessons that are relevant, motivating, and likely to engage most students.	Plans lessons that will catch some students' interest and perhaps get a discussion going.	Plans lessons with very little likelihood of motivating or involving students.
c. Differentiation	Designs lessons that break down complex tasks and address student learning needs, styles, and interests.	Designs lessons that target several learning needs, styles, and interests.	Plans lessons with some thought as to how to accommodate special needs students.	Plans lessons with no differentiation.

2. Classroom Management

The teacher:	4. Highly Effective	3. Effective	2. Improvement Necessary	1. Does Not Meet Standards
a. Relationships	Shows warmth, care, respect, and fairness toward students and builds strong relationships.	Is fair and respectful toward students and builds positive relationships.	Is fair and respectful toward most students and builds positive relationships with some.	Is sometimes unfair and disrespectful to the class; plays favorites.
b. Respect	Earns students' respect and creates a climate in which learning is optimized.	Earns students' respect and refuses to tolerate disruption.	Earns the respect of some students but there are regular disruptions in the classroom.	Is not respected by students and the classroom is frequently chaotic and sometimes dangerous.
c. Social-Emotional	Implements a program that successfully develops positive interactions and social-emotional skills.	Fosters positive interactions among students and teaches useful social skills.	Often lectures students on the need for good behavior, and makes an example of "bad" students.	Publicly berates "bad" students, blaming them for their poor behavior.

BES Modified Marshall Plan Evaluation Rubrics

Attachment 1A

3. Delivery of Instruction

The teacher:	4. Highly Effective	3. Effective	2. Improvement Necessary	1. Does Not Meet Standards
a. Expectations	Exudes high expectations and determination and convinces students that they will master the material.	Conveys to students: This is important, you can do it, and I'm not going to give up on you.	Tells students that the subject matter is important and they need to work hard.	Gives up on some students as hopeless.
b. Clarity	Presents material clearly and explicitly, with well-chosen examples and vivid and appropriate language.	Uses clear explanations, appropriate language, and examples to present material.	Sometimes uses language and explanations that are fuzzy, confusing, or inappropriate.	Often presents material in a confusing way, using language that is inappropriate.
c. Engagement	Gets students highly involved in focused work and discussions in which they are active learners and problem-solvers.	Has students actively think about, discuss, and use the ideas and skills being taught.	Attempts to get students actively involved but some students are disengaged.	Mostly lectures to passive students or has them plod through textbooks and worksheets.
d. Differentiation	Successfully reaches students by skillfully differentiating and scaffolding and using peer and/or adult helpers.	Differentiates and scaffolds instruction and uses peer and/or adult helpers to accommodate most students' learning needs.	Attempts to accommodate students with learning deficits, but with mixed success.	Fails to differentiate instruction for students with learning deficits.

4. Professional Responsibilities

The teacher:	4. Highly Effective	3. Effective	2. Improvement Necessary	1. Does Not Meet Standards
a. Judgment	Is invariably ethical, honest, and forthright, uses keen judgment, and respects confidentiality.	Is ethical and forthright, uses good judgment, and maintains confidentiality with student information.	Sometimes uses questionable judgment, is less than completely honest, and/or discloses student information.	Is frequently unethical, dishonest, uses poor judgment, and/or discloses student information.

b. Collaboration	Meets at least twice a month with colleagues to plan units, share ideas, and analyze assessments, and to also engage with colleagues to figure out what works best.	Collaborates with colleagues monthly to plan units, share teaching ideas, and look at student work and implements what has been developed through the collaboration.	Meets occasionally with colleagues to share ideas about teaching and students and also occasionally implements what has been collaboratively developed.	Meets infrequently with colleagues, and conversations lack educational substance and is not open to new ideas and/or improving teaching and learning.
-------------------------	---	--	---	---

BES Modified Marshall Plan Special Education Evaluation Rubric

Attachment 1B

1. Planning and Preparation for Learning

The Teacher: 4. Highly Effective 3. Effective 2. Improvement Necessary 1. Does Not Meet Standards

a. Lessons	Designs each lesson with clear, measurable goals closely aligned with standards and unit outcomes.	Designs lessons focused on measurable outcomes over time aligned with unit goals.	Plans lessons with some consideration of long-term goals.	Plans lessons aimed primarily at entertaining students or covering textbook chapters.
b. Specialized Instruction	The teacher is invested in developing comprehensive IEPs, and consistently working toward the implements of goals, modifications, and accommodations into lessons taught.	The teacher develops IEPs, and implements goals, modifications, and accommodations into most lessons.	The Teacher is aware of student IEPs, and is able to implement goals, modifications, and accommodations some of the time.	The teacher does not have the working knowledge of student IEPs, and does not implement goals, modifications, and accommodations in their lessons.

c. Collaboration	The teacher initiates collaboration with classroom teachers and related service providers in the design and delivery of instruction; use of assessment of learning in a proactive co- planning model with emphasis on alternative modes of instruction and assessment.	The teacher actively collaborates with classroom teachers and related service providers in the design and delivery of instruction and assessment of learning.	The teacher collaborates with classroom teachers and related service providers when specifically asked to do so, but not necessarily in the timeliest manner.	The teacher declines or avoids collaboration with classroom teachers and related service providers in the design and delivery of instruction in the classroom.
-------------------------	--	---	---	--

2. Classroom Management

The Teacher:

4. Highly Effective

3. Effective

2. Improvement Necessary

1. Does Not Meet Standards

a. Relationships	Shows warmth, care, respect, and fairness for students and builds strong relationships.	Is fair and respectful toward students and builds positive relationships.	Is fair and respectful toward most students and builds positive relationships with some.	Is sometimes unfair and disrespectful to the class; plays favorites.
-------------------------	---	---	--	--

<p>b. Learning Environment</p>	<p>There is evidence that the Special Education teacher collaborates with classroom teachers establishes and communicates classroom rules and procedures focused on a positive, productive learning environment in the small group classroom or in an inclusive general education class while maximizing instructional time by consistently following a classroom management plan.</p>	<p>There is evidence that the Special Education teacher independently establishes similar classroom rules and procedures to maximize instructional time in the small group classroom or in an inclusive general education class.</p>	<p>There is evidence that the Special Education teacher establishes classroom rules and procedures to maximize instructional time in the small group classroom or in an inclusive general education class; however, instruction is sometimes interrupted as a result of classroom management issues.</p>	<p>There is no evidence that the Special Education teacher establishes classroom rules and procedures to support a positive, productive learning environment that maximizes instructional time in the small group or in an inclusive general education class. Time is frequently interrupted as a result of classroom management issues that detract from time spent on learning.</p>
<p>c. Social-Emotional</p>	<p>Implements a program that successfully develops positive interactions and social-emotional skills. Supports behavior management of identified students... with creative implementation of effective behavior plans when appropriate.</p>	<p>Fosters positive interactions among students and teaches useful social skills. Effectively follows specific behavior plans and protocols of identified students.</p>	<p>Often lectures students on the need for good behavior, and makes an example of “bad” students, and has little involvement of behavior management of identified students with behavioral and emotional needs.</p>	<p>Publicly berates “bad” students, blaming them for their poor behavior.</p>

3. Delivery of Instruction

The Teacher:

4. Highly Effective

3. Effective

2. Improvement Necessary

1. Does Not Meet Standards

<p>a. Expectations</p>	<p>There is evidence that the Special Education teacher consistently demonstrates high expectations for student and establishes a learning environment that encourages, guides, and supports students' self-monitoring and self-improvement of achievement and behavior.</p>	<p>There is evidence that the Special Education teacher holds high expectations for most students and encourages them to engage in self-monitoring and self-improvement of behavior and achievement; however, the teacher provides guidance to students on how to monitor their own learning and behavior.</p>	<p>There is some evidence that the Special Education teacher holds high expectations for some students and encourages them to engage in self-monitoring and self-improvement of behavior and achievement; however, the teacher does not provide guidance to students on how to monitor their own learning and behavior.</p>	<p>There is no evidence that the Special Education teacher demonstrates high expectations for all learners or allows the students to be responsible for their own learning or behavior, and essentially gives up.</p>
<p>b. Progress Monitoring</p>	<p>The Special Education teacher consistently uses formative assessment to take data on IEP goals/objectives, monitor student progress over all units and to adjust instruction to meet students' individual learning needs according to their IEPs/ILPs.</p>	<p>The Special Education teacher uses some formative assessment to guide adjustments of instruction; formative assessment is used most of the time at the individual level and data is taken on IEP goals and objectives.</p>	<p>The Special Education teacher uses some formative assessment to guide adjustments of instruction; however, formative assessment is only occasionally used at the individual level and data is taken inconsistently on IEP goals and objectives.</p>	<p>There is no evidence that the Special Education teacher uses formative assessment strategies either to monitor student achievement and progress on IEP goals and objectives or use IEPs/ILPs to adjust instruction to meet student needs.</p>

c. Engagement	Gets students highly involved in focused work and discussions in which they are active learners and problem-solvers.	Has students actively think about, discuss, and use the ideas and skills being taught.	Attempts to get students actively involved but some students are disengaged.	Mostly lectures to passive students or has them plod through textbooks and worksheets.
d. Differentiation	There is evidence that the Special Education teacher consistently uses specialized instruction designed to accommodate students' cognitive and developmental levels, processing strengths and weaknesses, learning styles and interests.	There is some evidence that the Special Education teacher specializes instruction to accommodate students' cognitive and developmental levels, processing strengths and weaknesses, and learning styles.	There is some evidence that the Special Education teacher specializes instruction to accommodate students' cognitive and developmental levels, processing strengths and weaknesses, and learning styles; however, some instruction tends to be teacher-centered and whole group in approach.	There is no evidence of specialized instruction. The Special Education teacher uses a single plan for all students with disabilities with content presented in the same way to all students regardless of their cognitive and developmental levels, processing strengths and weaknesses and learning styles.

1. Planning and Preparation for Learning

The Teacher:	4. Highly Effective	3. Effective	2. Improvement Necessary	1. Does Not Meet Standards
a. Lessons	Implements each lesson with clear, measurable goals closely aligned with program goals. For example, the RT uses progress monitoring data in tandem with the scope and sequence to provide individual supports to students and plans to embed opportunities to reinforce skills not yet mastered by individual students. (e.g. RT provides an individual with phonological processing difficulties, visual cues of articulation of speech sounds.)	Implements lessons focused on measurable outcomes over time aligned with program goals. For example, the RT uses a comprehensive scope and sequence of skill development to deliver intensive instruction based upon students' needs, even if the skills are outside of grade level.	Implements lessons with some consideration of program goals. For example, the RT strictly adheres to the adopted reading program's scope and sequence, but the sequence is not suited to the group of students' needs.	Implements lessons aimed primarily at entertaining students or covering program goals. For example, the RT makes no use of a scope and sequence of skill development to plan lessons for groups of students (e.g. RT teaches multisyllabic words before students are fluent in sound/symbol relationships.)
b. Engagement	Designs highly relevant lessons that will motivate students and engage them in active learning. For example, RT plans for a variety of flexible student interactions (staggered starts, partnerships) and has materials organized for a fast-paced lesson.	Designs lessons that are relevant, motivating, and likely to engage most students. For example, RT plans for a variety of flexible student interactions (staggered starts, partnerships). RT has most materials prepared for a fast-paced lesson.	Plans lessons that will catch some students' interest and perhaps get a discussion going. For example, RT plans for some student interactions and has some materials ready but students are off task as he/she prepares others.	Plans lessons with very little likelihood of motivating or involving students. For example, students are not reading. Teacher does not have materials prepared. Planned activities do not happen.

<p>c. Differentiation</p>	<p>Implements lessons that break down complex tasks and address student learning needs, styles, and interests. For example, the RT is continually seeking ways to tailor aspects of the plan/ sequence to meet student needs, monitors progress, and revises as needed in response to student, parent, or teacher input.</p>	<p>Implements lessons that target several learning needs, styles, and interests. For example, RT modifies the plan/sequence to meet known student needs and monitors progress.</p>	<p>Implements lessons with some thought as to how to accommodate special needs students. For example, RT makes modest changes in the plan/sequence when confronted with evidence of the need to do so.</p>	<p>Implements lessons with no differentiation. For example, RT adheres to a universal plan/sequence, in spite of evidence of its inadequacy.</p>
----------------------------------	--	--	--	--

2. Classroom Management

The Teacher:	4. Highly Effective	3. Effective	2. Improvement Necessary	1. Does Not Meet Standards
<p>a. Relationships</p>	<p>Shows warmth, care, respect, and fairness for students and builds strong relationships. For example, the RT systematically acquires knowledge from several sources about individual students' varied approaches to learning, knowledge and skills, special needs, and interests and cultural heritages.</p>	<p>Is fair and respectful toward students and builds positive relationships. For example, the RT purposefully acquires knowledge from several sources about groups of students' varied approaches to learning, knowledge and skills, special needs, and interests and cultural heritages.</p>	<p>Is fair and respectful toward most students and builds positive relationships with some. For example, the RT displays generally accurate knowledge of students' varied approaches to learning, knowledge and skills, special needs, and interests and cultural heritages, yet may apply this knowledge not to individual students but to the group as a whole.</p>	<p>Is sometimes unfair and disrespectful to students; plays favorites. For example, the RT displays little knowledge of students' varied approaches to learning, knowledge and skills, special needs, and interests and cultural heritages—and does not indicate that such knowledge is valuable.</p>

<p>b. Learning Environment</p>	<p>Earns students' respect and creates a climate in which learning is optimized. For example, the students consistently follow protocol during the reading instruction.</p>	<p>Earns students' respect and refuses to tolerate disruption. For example, the RT asks the students to review the protocol for the roles of reader and coach prior to partner reading and students are generally polite to each other.</p>	<p>Earns the respect of some students but there are regular disruptions in the lesson. For example, the students inconsistently follow protocol during the reading instruction.</p>	<p>Is not respected by students and the learning environment is frequently chaotic and sometimes dangerous. For example, the RT has few expected protocols for respectful interactions for small group reading. There are regular disruptions to the lesson.</p>
<p>c. Social-Emotional</p>	<p>Implements a program that successfully develops positive interactions and social-emotional skills. Effective Social/Emotional Learning principle use is seamless, impactful, and effective.</p>	<p>Fosters positive interactions among students and teaches useful social skills. Social/Emotional Learning principles used consistently and effectively.</p>	<p>Often lectures students on the need for good behavior, and makes an example of "bad" students. Social/Emotional Learning principles used intermittently, but with some effect.</p>	<p>Publicly berates "bad" students, blaming them for their poor behavior. No evidence of Social/Emotional Learning principles in use.</p>

3. Delivery of Instruction

The Teacher:

4. Highly Effective

3. Effective

2. Improvement Necessary

1. Does Not Meet Standards

	4. Highly Effective	3. Effective	2. Improvement Necessary	1. Does Not Meet Standards
a. Expectations	Exudes high expectations and determination and convinces students that they will master the material. For example, the RT conveys high expectations for learning for all students and insists on hard work; students assume responsibility for high quality by initiating improvements, making revisions, adding detail, and/or assisting peers in their precise use of language.	Conveys to students: This is important, you can do it, and I'm not going to give up on you. For example, the RT establishes a small group culture where learning is valued by all; high expectations for both learning and hard work are the norm for most students. Students understand their role as learners and consistently expend effort to learn. Small group interactions support learning, hard work, and the precise use of language.	Tells students that the subject matter is important, and they need to work hard. For example, the RT focuses more on task completion rather than the quality of the work and the learning opportunities available in that work. Learning expectations vary based on the student with little or no attempt to make positive change. High expectations for learning are reserved for those students thought to have a natural aptitude for the subject or who are already intrinsically motivated.	Gives up on some students as hopeless. For example, the small group culture is characterized by a lack of RT or student commitment to learning, and/or little or no investment of student energy in the task at hand. Hard work and the precise use of language are not expected or valued. Medium to low expectations for student achievement are the norm, with high expectations for learning reserved for only one or two students.
b. Clarity	Presents material clearly and explicitly, with well-chosen examples and vivid and appropriate language. The sequence of learning activities follows a coherent sequence, is aligned to instructional goals, and is designed to engage students in high-level cognitive activity. These are appropriately differentiated for individual learners. Instructional groups are varied appropriately, with some opportunity for student choice.	Uses clear explanations, appropriate language, and examples to present material. Most of the learning activities are aligned with the instructional outcomes and follow an organized progression suitable to groups of students. The learning activities have reasonable time allocations; they represent significant cognitive challenge, with some differentiation for different groups of students and varied use of instructional groups.	Sometimes uses language and explanations that are fuzzy, confusing, or inappropriate. Some of the learning activities and materials are aligned with the instructional outcomes and represent moderate cognitive challenge, but with no differentiation for different students. Instructional groups partially support the activities, with some variety. The lesson or unit has a recognizable structure; but the progression of activities is uneven, with only some reasonable time allocations.	Often presents material in a confusing way, using language that is inappropriate. Learning activities are poorly aligned with the instructional outcomes, do not follow an organized progression, are not designed to engage students in active intellectual activity, and have unrealistic time allocations. Instructional groups are not suitable to the activities and offer no variety.

<p>c. Engagement</p>	<p>Gets students highly involved in focused work and discussions in which they are active learners and problem-solvers. Virtually all students are intellectually engaged in challenging content through well-designed learning tasks and activities that require complex thinking by students. RT provides suitable scaffolding and challenges students to explain their thinking. There is evidence of some student initiation of inquiry and student contributions to the exploration of important content; students may serve as resources for one another. The lesson has a clearly defined structure, and the pacing of the lesson provides students the time needed not only to intellectually engage with and reflect upon their learning but also to consolidate their understanding.</p>	<p>Has students actively think about, discuss, and use the ideas and skills being taught. The learning tasks and activities are fully aligned with the instructional outcomes and are designed to challenge student thinking, inviting students to make their thinking visible. This technique results in</p> <p>active intellectual engagement by most students with important and challenging content and with RT scaffolding to support that engagement. The groupings of students are suitable to the activities. The lesson has a clearly defined structure, and the pacing of the lesson is appropriate, providing most students the time needed to be intellectually engaged.</p>	<p>Attempts to get students actively involved but some students are disengaged. The learning tasks and activities are partially aligned with the instructional outcomes but require only minimal thinking by students and little opportunity for them to explain their thinking, allowing most students to be passive or merely compliant. The groupings of students are moderately suitable to the activities. The lesson has a recognizable structure; however, the pacing of the lesson may not provide students the time needed to be intellectually engaged or may be so slow that many students have a considerable amount of “downtime.”</p>	<p>Mostly lectures to passive students or has them plod through inappropriately leveled books and worksheets. The learning tasks/activities, materials, and resources are poorly aligned with the instructional outcomes, or require only rote responses, with only one approach possible. The groupings of students are unsuitable to the activities. The lesson has no clearly defined structure, or the pace of the lesson is too slow or rushed.</p>
<p>d. Differentiation</p>	<p>Successfully reaches students by skillfully differentiating and scaffolding and using peer and/or adult helpers. For example, RT develops comprehensive plans for students, finding ways to creatively meet student needs and incorporate many related elements.</p>	<p>Differentiates and scaffolds instruction and uses peer and/or adult helpers to accommodate most students’ learning needs. For example, RT’s plans for students are suitable for them and are aligned with identified needs.</p>	<p>Attempts to accommodate students with learning deficits, but with mixed success. For example, RT’s plans for students are partially suitable for them or sporadically aligned with identified needs.</p>	<p>Fails to differentiate instruction for students with learning deficits. For example, RT fails to develop intervention plans suitable for students, or plans are mismatched with the findings of assessments.</p>

4. Professional Responsibilities

The Teacher:

4. Highly Effective

3. Effective

2. Improvement Necessary

1. Does Not Meet Standards

	4. Highly Effective	3. Effective	2. Improvement Necessary	1. Does Not Meet Standards
a. Judgment	Is invariably ethical, honest, and forthright, uses keen judgment, and respects confidentiality.	Is ethical and forthright, uses good judgment, and maintains confidentiality with student information.	Sometimes uses questionable judgment, is less than completely honest, and/or discloses student information.	Is frequently unethical, dishonest, uses poor judgment, and/or discloses student information.
b. Collaboration / Communication	Communicates with teachers and parents both positive news and flags any problems. Meets at least twice a month with colleagues to plan, share ideas, analyze assessments, and also to engage with colleagues to figure out what works best.	Promptly updates teachers and parents of behavior or learning issues and updates both parties of positive news. Collaborates with colleagues monthly to plan, share teaching ideas, and look at student work and implements what has been developed through collaboration.	Informs teachers and parents about problems but rarely mentions positive news. Meets occasionally with colleagues to share ideas about teaching and students and also occasionally implements what has been collaboratively developed.	Seldom informs teachers or parents of concerns or positive news. Meets infrequently with colleagues, and conversations lack educational substance and is not open to new ideas and/or improving teaching and learning.

BES Nurse Rubric

1. Planning and Preparation

The Teacher:

4. Highly Effective

3. Effective

2. Improvement Necessary

1. Does Not Meet Standards

<p>1a: Demonstrating medical knowledge and skill in nursing techniques</p>	<p>Nurse demonstrates deep and thorough understanding of medical knowledge and nursing techniques.</p>	<p>Nurse demonstrates understanding of medical knowledge and nursing techniques.</p>	<p>Nurse demonstrates basic understanding of medical knowledge and nursing techniques.</p>	<p>Nurse demonstrates little understanding of medical knowledge and nursing techniques.</p>
<p>1b: Demonstrating knowledge of child and adolescent development</p>	<p>In addition to accurate knowledge of the typical developmental characteristics of the age group and exceptions to the general patterns, nurse displays knowledge of the extent to which individual students follow the general patterns.</p>	<p>Nurse displays accurate understanding of the typical developmental characteristics of the age group, as well as exceptions to the general patterns.</p>	<p>Nurse displays partial knowledge of child and adolescent development.</p>	<p>Nurse displays little or no knowledge of child and adolescent development.</p>

<p>1c: Establishing goals for nursing services appropriate to the setting and the students served</p>	<p>Nurse's goals for nursing services are highly appropriate to the situation in the school and have been developed following consultations with students, parents, and colleagues.</p>	<p>Nurse's goals for nursing services are clear and appropriate to the situation in the school.</p>	<p>Nurse's goals for nursing services are rudimentary and are partially suitable to the situation in the school.</p>	<p>Nurse has no clear goals for nursing services, or they are inappropriate to the situation in the school.</p>
<p>1d: Demonstrating knowledge of government, community, and district regulations and resources</p>	<p>Nurse's knowledge of governmental regulations and resources for students is extensive, including those available through the school or district and in the community.</p>	<p>Nurse displays awareness of governmental regulations and resources for students available through the school or district and some familiarity with resources external to the school.</p>	<p>Nurse displays awareness of governmental regulations and resources for students available through the school or district, but no knowledge of resources available more broadly.</p>	<p>Nurse demonstrates little or no knowledge of governmental regulations and resources for students available through the school or district.</p>
<p>1e: Plans nursing services for both individuals and groups of students, integrated with the regular school program</p>	<p>Nurse's plan is highly coherent and serves to support not only the students individually and in groups, but also the broader educational program.</p>	<p>Nurse has developed a plan that includes the important aspects of work in the setting.</p>	<p>Nurse's plan has a guiding principle and includes a number of worthwhile activities but some of them don't fit with the broader goals.</p>	<p>Nursing program consists of a random collection of unrelated activities, lacking coherence or an overall structure.</p>

2. The Environment

The Nurse:

4. Highly Effective

3. Effective

2. Improvement Necessary

1. Does Not Meet Standards

<p>2a: Creating an environment of respect and rapport</p>	<p>Students seek out the nurse, reflecting a high degree of comfort and trust in the relationship.</p>	<p>Nurse's interactions with students are positive and respectful.</p>	<p>Nurse's interactions with students are a mix of positive and negative.</p>	<p>Nurse's interactions with at least some students are negative or inappropriate.</p>
<p>2b: Establishing a culture for health and wellness</p>	<p>The culture in the school and in classes for health and wellness, while guided by the nurse, is maintained by both teachers and students.</p>	<p>Nurse promotes a culture throughout the school and in classes for health and wellness.</p>	<p>Nurse's attempts to promote a culture throughout the school and in classes for health and wellness are partially successful .</p>	<p>Nurse makes no attempt to establish a culture for health and wellness in the school as a whole, in classes, or among students or teachers.</p>
<p>2c: Following health protocols and procedures</p>	<p>Nurse's procedures for the nursing office are seamless, anticipating unexpected situations.</p>	<p>Nurse's procedures for the nursing office work effectively.</p>	<p>Nurse has rudimentary and partially successful procedures for the nursing office.</p>	<p>Nurse's procedures for the nursing office are nonexistent or in disarray.</p>
<p>2d: Supervision of health associates</p>	<p>Associates work independently, indicating clear guidelines for their work. Nurse's supervision is subtle and professional.</p>	<p>Nurse has established guidelines for delegated duties and monitors associates' activities.</p>	<p>Nurse's efforts to establish guidelines for delegated duties are partially successful. Nurse monitors associates' activities sporadically.</p>	<p>No guidelines for delegated duties have been established, or the guidelines are unclear. Nurse does not monitor associates' activities.</p>

2e: Organizing physical space	Nurse's office is efficiently organized and is highly appropriate to the planned activities. Medications are properly stored and well organized.	Nurse's office is well organized and is appropriate to the planned activities. Medications are properly stored and well organized.	Nurse's attempts to create a well-organized physical environment are partially successful. Medications are stored properly but are difficult to find.	Nurse's office is in disarray or is inappropriate to the planned activities. Medications are not properly stored.
--------------------------------------	--	--	---	---

3. Delivery of Service

The Nurse:

4. Highly Effective

3. Effective

2. Improvement Necessary

1. Does Not Meet Standards

3a: Assessing student needs	Nurse conducts detailed and individualized assessment of student needs to contribute to program planning.	Nurse assesses student needs and knows the range of student needs in the school.	Nurse's assessments of student needs are perfunctory.	Nurse does not assess student needs, or the assessments result in inaccurate conclusions.
3b: Administering medications to students	Medications are administered by designated individuals, and signed release forms are conveniently stored. Students take an active role in medication compliance.	Medications are administered by designated individuals, and signed release forms are conveniently stored and available when needed.	Medications are administered by designated individuals, but signed release forms are not conveniently stored.	Medications are administered with no regard to state or district policies.

3c: Managing emergency situations	Nurse's plans for emergency situations have been developed for many situations. Students and teachers have learned their responsibilities in case of emergencies.	Nurse's plans for emergency situations have been developed for many situations.	Nurse's plans for emergency situations have been developed for the most frequently occurring situations but not others.	Nurse has no contingency plans for emergency situations.
3d: Demonstrating flexibility and responsiveness	Nurse is continually seeking ways to improve nursing services and makes changes as needed in response to student, parent, or teacher input.	Nurse makes revisions in nursing services when they are needed.	Nurse makes modest changes in nursing services when confronted with evidence of the need for change.	Nurse adheres to the plan for nursing services, in spite of evidence of its inadequacy.

4. Professional Responsibilities

The Nurse:

4. Highly Effective

3. Effective

2. Improvement Necessary

1. Does Not Meet Standards

4a: Maintaining health records in accordance with policy and submitting reports in a timely fashion	Nurse's approach to record keeping is highly systematic and efficient and serves as a model for colleagues across the school.	Nurse's reports, records, and documentation are accurate and are submitted in a timely manner.	Nurse's reports, records, and documentation are generally accurate, but are occasionally late.	Nurse's reports, records, and documentation are missing, late, or inaccurate, resulting in confusion.
4b: Communicating with families	Nurse is proactive in providing information to families about nursing services and about individual students through a variety of means.	Nurse provides thorough and accurate information to families about nursing services as a whole and about individual students.	Nurse provides limited though accurate information to families about nursing services as a whole and about individual students.	Nurse provides no information to families, either about nursing services as a whole or about individual students.

<p>4c: Participating in a professional community</p>	<p>Nurse makes a substantial contribution to school and district events and projects, and assumes leadership with colleagues.</p>	<p>Nurse participates actively in school and district events and projects, and maintains positive and productive relationships with colleagues.</p>	<p>Nurse's relationships with colleagues are cordial, and nurse participates in school and district events and projects when specifically requested to do so.</p>	<p>Nurse's relationships with colleagues are negative or self-serving, and nurse avoids being involved in school and district projects.</p>
<p>4d: Engaging in professional development</p>	<p>Nurse actively pursues professional development opportunities based on data and/or multiple sources of information and/or makes a substantial contribution to the profession through such activities as offering workshops to colleagues.</p>	<p>Nurse seeks out opportunities for professional development based on an individual assessment of need.</p>	<p>Nurse's participation in professional development activities is limited to those that are convenient or are required.</p>	<p>Nurse does not participate in professional development activities, even when such activities are clearly needed for the development of nursing skills.</p>
<p>4e: Showing professionalism</p>	<p>Nurse can be counted on to hold the highest standards of honesty, integrity, and confidentiality and to advocate for students, taking a leadership role with colleagues.</p>	<p>Nurse displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public; advocates for students when needed.</p>	<p>Nurse is honest in interactions with colleagues, students, and the public; does not violate confidentiality.</p>	<p>Nurse displays dishonesty in interactions with colleagues, students, and the public; violates principles of confidentiality.</p>

BES Guidance Counselor Rubric

1. Planning and Preparation

The Teacher:

4. Highly Effective

3. Effective

2. Improvement Necessary

1. Does Not Meet Standards

<p>a. Demonstrating Knowledge of School Counseling Theory</p>	<p>School Counselor demonstrates deep and thorough understanding of school programming, counseling techniques and theory. School Counselor’s plans and practice reflect familiarity with a wide range of effective counseling approaches.</p>	<p>School Counselor demonstrates solid understanding of school programming, counseling techniques, and theory.</p>	<p>School Counselor demonstrates limited understanding of school programming, counseling techniques, and theory.</p>	<p>School Counselor demonstrates little or no understanding of school programming, counseling techniques, and theory.</p>
<p>b. Demonstrating Knowledge of Students</p>	<p>In addition to the characteristics of “proficient,” School Counselor displays knowledge of the extent to which individual students follow the general patterns of development. School Counselor demonstrates extensive knowledge of students, systematically acquiring knowledge from several sources about individual students’ knowledge, skills, special needs, interests and cultural heritages.</p>	<p>School Counselor demonstrates understanding of the typical developmental characteristics of the age group, as well as exceptions to the general patterns of development. Counselor displays accurate and detailed knowledge of students’ skills, special needs, interests and cultural heritages.</p>	<p>School Counselor displays limited knowledge of child and adolescent development and some knowledge of the varied students’ skills, special needs, interests and cultural heritages.</p>	<p>School Counselor displays little or no knowledge of child and adolescent development nor of students’ skills, special needs, interests and cultural heritages.</p>

<p>c. Designing a Coherent Counseling Program</p>	<p>School Counselor plan is highly coherent and serves to support not only the students individually and in groups, but also the broader educational program. The plan provides opportunity for student choice. Input from stakeholders is incorporated throughout the plan.</p>	<p>School Counselor plan includes important aspects of counseling in the school setting and includes school goals. Counseling programs follow an organized progression with it differentiation for different groups of students. School Counselor routinely seeks input from stakeholders.</p>	<p>School Counselor plan has a guiding principle and includes a number of activities, some of which do not fit with the broader goals. There is little differentiation for students. School Counselor seeks minimal input from stakeholders.</p>	<p>School Counselor plan consists of a random collection of unrelated activities, lacking coherence or an overall structure, and is poorly aligned to counseling outcomes. School Counselor plan is developed without input from stakeholders or inclusion of individual, school, and district needs.</p>
--	--	--	--	---

Observation Report

Attachment 2

Teacher's name: _____

Subject/Grade area: _____

School: Barnstead Elementary School

School year: _____

Administrator: _____

Date of Observation: _____

Comments:

Teacher Comments:

(Attach as necessary)

**Attachment 3A
Evaluation Summary**

Modified Marshall Evaluation Summary

Teacher's name: _____ Subject/Grade area: _____
School: Barnstead Elementary School School year: _____ Administrator: _____

Beginning of Year Meeting Date: _____ initial: ____/____

March/April Meeting Date: _____ initial: ____/____

(The teacher's initials indicate that he or she has seen and discussed the evaluation summary; it does not necessarily denote agreement.)

RATINGS ON INDIVIDUAL RUBRICS:

(to be completed at the March/April meeting)

A. Planning and Preparation for Learning:

Highly Effective Effective Improvement Necessary Does Not Meet Standards

B. Classroom Management:

Highly Effective Effective Improvement Necessary Does Not Meet Standards

C. Delivery of Instruction:

Highly Effective Effective Improvement Necessary Does Not Meet Standards

A Teacher may submit additional comments within five (5) school days of the March/April meeting date.

BES Modified Marshall Plan Evaluation Rubrics

2018-2019

Attachment 3B

Evaluation Summary Page

Teacher's name: _____ Subject/Grade area: _____

School: Barnstead Elementary School School year: _____

Evaluator: _____

Attachment Rubric Used: _____ (Guidance Counselor)

Beginning of Year Meeting Date: _____ initial: ____/____

End-of-Year Meeting Date: _____ initial: ____/____

RATINGS ON INDIVIDUAL RUBRICS:

(to be completed at the End-Of- Year meeting)

A. Planning and Preparation for Learning:

Highly Effective	Effective	Improvement Necessary	Does Not Meet Standards
------------------	-----------	-----------------------	-------------------------

B. Environment:

Highly Effective	Effective	Improvement Necessary	Does Not Meet Standards
------------------	-----------	-----------------------	-------------------------

C. Delivery of Service:

Highly Effective	Effective	Improvement Necessary	Does Not Meet Standards
------------------	-----------	-----------------------	-------------------------

D. Professional Responsibilities:

Highly Effective	Effective	Improvement Necessary	Does Not Meet Standards
------------------	-----------	-----------------------	-------------------------

Evaluator's signature: _____ Date: _____

Teacher's signature: _____ Date: _____

A teacher may submit additional comments within two (2) school days of the March/April meeting date.

(The teacher's signature indicates that he or she has seen and discussed the evaluation; it does not necessarily denote agreement with the report.)

ES Modified Marshall Plan Evaluation Rubrics

2018-2019

Attachment 3C

Evaluation Summary Page

Teacher's name: _____

Subject/Grade area: _____

School: Barnstead Elementary School

School year: _____

Evaluator: _____

Attachment Rubric Used: _____ (Nurse)

Beginning of Year Meeting Date: _____

initial: ____/____

End-of-Year Meeting Date: _____

initial: ____/____

RATINGS ON INDIVIDUAL RUBRICS:

(to be completed at the End-Of- Year meeting)

A. Environment:

Highly Effective Effective Improvement Necessary Does Not Meet Standards

B. Delivery of Service:

Highly Effective Effective Improvement Necessary Does Not Meet Standards

C. Professional Responsibilities:

Highly Effective Effective Improvement Necessary Does Not Meet Standards

Evaluator's signature: _____ Date: _____

Teacher's signature: _____ Date: _____

A teacher may submit additional comments within two (2) school days of the March/April meeting date.

(The teacher's signature indicates that he or she has seen and discussed the evaluation; it does not necessarily denote agreement with the report.)

**Attachment 4
Evaluation Report**

BES Modified Marshall Summative Evaluation Report

ADMINISTRATOR COMMENTS:

TEACHER COMMENTS:

(Attach as necessary)

Evaluator's signature: _____ Date: _____

Teacher's signature: _____ Date: _____

(The teacher's signature indicates that he or she has seen and discussed the evaluation; it does not necessarily denote agreement with the report.)