

AGREEMENT

BETWEEN

HINSDALE SCHOOL BOARD

AND

**HINSDALE FEDERATION OF
TEACHERS**

NEA – NH, NEA

2010 – 2013

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DEFINITIONS

BOARD : Refers to the Hinsdale School Board

DISTRICT: Refers to the Hinsdale School District

FEDERATION: Refers to the Hinsdale Federation of Teachers,

NEA-NH, NEA FEDERATION REPRESENTATIVE:
Refers to any duly authorized representative of the Federation

PARTIES: Refers to Hinsdale School Board and the Hinsdale Federation of Teachers

NEA-NH, NEA PRINCIPAL: Refers to the responsible administrative head of a school or designee

SUPERINTENDENT: Refers to responsible administrative head of the Hinsdale School District

TEACHER: Refers to any employee listed in Article I-A of the recognition clause

Whenever the singular is used in this Agreement, it is to include the plural. Whenever a personal pronoun is used in this Agreement, such pronoun shall apply equally to both male and female.

PREAMBLE

To encourage the continuous, effective, and harmonious working relationship between the Hinsdale School Board, hereinafter called the Board, and the Hinsdale Federation of Teachers, NEA-NH, NEA, hereinafter called the Federation.

ARTICLE I
RECOGNITION

The Hinsdale School Board recognizes the Hinsdale Federation of Teachers, NEA-NH, NEA, as the exclusive bargaining representative for all full-time classroom teachers, guidance counselors, elementary special education teachers, secondary special education teachers, high school librarian, also called media generalist and nurses, for purposes of bargaining wages, hours, and other terms and conditions of employment and in the processing of grievances. In accordance with the provisions of RSA 273-A.

ARTICLE II
MANAGEMENT RIGHTS

A. The parties understand that the Board and the Superintendent may not lawfully delegate powers, discretions and authorities, which by law are vested in them and this Agreement, shall not be construed to limit or impair their respective statutory powers, discretions, and authorities.

B. Except as otherwise provided in this Agreement, or agreed to in writing between the parties, the determination of educational policy, the operation and management of schools, the supervision and direction of the staff are vested exclusively in the Board.

ARTICLE III
PROCEDURE FOR NEGOTIATION OF SUCCESSOR
AGREEMENT

A. On or about September 15th of the prior year in which this Agreement expires, the Federation may, in writing by certified mail, return receipt requested, notify the Board of its desire to negotiate terms and conditions of a successor agreement. The parties shall, no later than October 15th, negotiate in accordance with RSA 273: A in a good faith effort to reach understanding and agreement.

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

C. The Board agrees not to hinder the Federation in obtaining such non-confidential information in its possession as is reasonably requested.

D. Any agreement reached shall be reduced to writing and signed by the Board and the Federation. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding upon the Board, unless and until the necessary appropriations have been made by the Annual School District Meeting. The Board shall make a good faith effort to secure the funds necessary to implement said agreement.

E. If, after discussion of all negotiable matters, the parties fail to reach agreement, either party may declare an impasse. In the event of an impasse, either party may request the American Arbitration Association to appoint a mediator for the purpose of assisting them in reconciling their differences and resolving the

controversy on terms which are mutually acceptable. The American Arbitration Association will, within ten (10) days after the receipt of such request, appoint a mediator in accordance with rules and procedures prescribed by it for making such appointment. The mediator will meet with the parties forthwith, either jointly or separately, in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement.

F. If the mediator is unable to effect settlement of the controversy within fifteen (15) days after his appointment, either party may, by written notification to the other, request that their differences be submitted to fact finding. Within five (5) days after receipt of the aforesaid written request, either party may request the American Arbitration Association to designate a fact finder. The American Arbitration Association will, within five (5) days after receipt of such request, designate a fact finder in accordance with rules and procedures prescribed by it for making such designation.

G. The fact finder will, within five (5) days following appointment, meet with the parties or their representatives, or both, forthwith, either jointly or separately, make inquiries and investigations, hold hearings, or take such other steps as the fact finder deems appropriate. Any such hearings will be held in closed session. The Board and the Federation will furnish the fact finder, upon request, all records, papers, and information in their possession relating to any matter under investigation by or in issue before the fact finder. If the dispute is not resolved prior thereto, the fact finder shall make findings of fact and make terms of settlement regarding the disputed matters submitted to the fact finder. The fact finder may make this report public.

H. Determinations and /or recommendations under the provisions of Section F and G of this Article III will not be binding on the parties.

I. During negotiations, the committee of the Board and the committee of the Federation will present relevant data, exchange points of view, and make proposals and counter-proposals.

ARTICLE IV
FEDERATION RIGHTS

- A. The Federation will have the right to use school buildings at reasonable times without cost of meetings. Request for the use of buildings will be made to the Principal in advance.
- B. The Federation will, upon request, be given an opportunity to present brief reports and announcements at building faculty meetings.
- C. The Federation will, upon request, be allowed to address new teachers during orientation session.
- D. The Federation will have the right to post notices on its activities and matters of teacher concern in teacher's rooms and shall continue to have the use of the teacher mailbox system.
- E. Upon notification by an employee (see Appendix D attached hereto) the Board will deduct for professional Federation dues and forward such deduction to the Federation treasurer. The Board shall only be responsible for deduction of the sums from teacher paychecks and for forwarding of said sums in total to the Federation treasurer. The Federation shall be notified of any teacher withdrawal or drop from payroll deductions.
- F. The Federation may, with permission from the Building Principal, use school equipment normally used by teachers for Federation activities. However, expendable material will be at the expense of the Federation.
- G. Rights granted to the Federation under this Article IV shall not, in the judgment of the Board, be contrary to the welfare of the Hinsdale Education System, its students, the faculty, or administration, nor in violation of any of the provisions of this

Agreement. In making judgments under this Section, the Board shall not be arbitrary or capricious.

H. The rights and privileges as set forth in this Article shall not be granted to any other teacher organization.

I. Request under the provision of this Article shall mean permission and shall be made to the Building Principal or the Principal's designee.

J. As provided in RSA 273-A, a reasonable number of employees who act as Federation representatives shall be given a reasonable opportunity to meet with the employer or the employer's representatives during working hours without loss of compensation or benefits. However, the individual representatives do not have the authority to effect any changes in or waivers of the provisions of this Agreement.

K. The Federation shall be supplied with current written Board policies.

L. Authorized representatives of the Federation will be permitted reasonable access to the teachers in the schools.

M. The Board will, upon notice, in writing, grant up to two (2) persons named by the Federation, an aggregate total of two (2) paid days in any school year to act as delegate(s) to the Federations annual delegate convention. Notice shall reflect that such person(s) have been named as delegate(s) and payment will require proof of attendance.

ARTICLE V
TERMS AND CONDITIONS OF EMPLOYMENT

A. The Board agrees to hire only those teachers who comply with appropriate New Hampshire Laws and who are certifiable by the New Hampshire State Department of Education for every regular teaching assignment, except this provision shall not apply in the instances where, in the opinion of the Superintendent, availability of personnel is critical and appropriate waiver is granted.

B. For purposes of this Agreement, the period of service shall not be more than one hundred-eighty eight (188) days at the end of this agreement to be allocated as follows:

180 Teaching days

4 In-service days

1. one full school day, before the start of school, for classroom preparation at the elementary school and workshop/curriculum work at the high school.
2. one full school day, before the start of school, for staff meetings and school preparations.
3. one full school day for parent conferences at the elementary school and workshop/curriculum work at the high school.
4. one full school day for clerical/clean up immediately after the end of the school year.

4 curriculum days (at the discretion of the assistant superintendent)

Teachers new to the district may be required to attend an Orientation Day for new staff members.

Teachers who are required to work more than one hundred-eighty eight (188) days (see above schedule) in any school year will be compensated on a pro-rata basis for days in excess of one hundred-eighty eight (188) (see above schedule) based upon their current daily rate.

C. The Federation and its members recognize that each teacher has a professional responsibility to provide the best possible opportunity to each and every student. The parties agree that the teacher's workday is not necessarily coterminous with that of the student, but, that, except in unusual circumstances, the normal work day for teachers shall begin fifteen (15) minutes before and end fifteen (15) minutes after the school day for students. The Hinsdale Middle/ High School academic start time will be 7:55 AM and academic end time of 2:35 PM. The Hinsdale Elementary academic start time will be 8:45 AM and academic end time of 3:10 PM. Elementary students will not have access to the classrooms until 8:40. Elementary school teachers will be excluded from morning duties unless an emergency situation occurs.

D. Teachers are expected to put in whatever time is necessary to carry out their professional duties, including but not limited to, faculty meetings, conferences with parents or students, extra help to students, open house, or conferences with administration as required. Such meeting shall be reasonable in duration and with reasonable notice. Nothing contained in this Paragraph D shall prohibit such meetings from being held during school hours or during in-service days.

E. The Board will make every effort to provide each teacher with an uninterrupted duty-free lunch period of thirty (30) minutes.

F. Except in unusual circumstances, teachers shall be notified of their teaching assignment on or before May 1, for the ensuing

school year. Such notice shall include grade level and/or subject area as appropriate. No teacher shall be involuntarily re-assigned, except in unusual circumstances, (such as an enrollment change) which require(s) any such change. Any teacher who is involuntarily re-assigned shall be notified as soon as the district is aware of any such change and shall be provided with rationale in writing and be given an opportunity to discuss such change with the Principal and/or Superintendent. In any event, the Superintendent shall make the final determination and such action(s) shall not be subject to the grievance and arbitration provisions of the Agreement. In the event that the teacher is unwilling to accept the change in assignment, he/she shall be released from his/her contract by the Board without prejudice.

G. Each teacher shall be entitled to access to his personnel file at any time upon notice to the Superintendent or his designee.

H. The teacher shall have the right to respond to any material contained in his personnel file and such response shall be made a part of the material to which such response was aimed and made a part of said teacher's file. No derogatory material, including complaints, shall be placed in a teacher's file until it has been investigated and the teacher has been given an opportunity to respond in writing to any such material. Reproductions of such material may be made by hand or copying machine if available.

I. Teachers who are not assigned to a duty and/or have no professional responsibility may, with permission of the Building Principal or Principal's designee, leave the building.

J. Teachers will not be required to transport students in their personal vehicles.

K. Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks, which endanger their health, safety, or well-being.

L. Teachers shall be able to make recommendations and suggest priorities for the selection of materials and supplies for the ensuing school year, no later than September 30, of the current school year.

M. A list of known vacancy(s) shall be published within ten (10) days of any such vacancy(s). The listing will include any new position(s) as well as any vacancy resulting from a promotion. Postings shall be made on school bulletin board(s). For purposes of this Section M, a vacancy shall mean any opening, which the Board has decided to fill and which is covered by this Agreement.

N. The Federation agrees to submit to the Board for its consideration suggestions for the school calendar on or before December 1, of the preceding year. The Federation will also be given an opportunity to provide input in instances where the school calendar may require or undergo modification(s) during any school year. The Federation's input and/or suggestions set forth shall be advisory.

O. During the course of this Contract, the Board will reimburse teachers for courses, workshops, seminars or certification fees, approved by the Assistant Superintendent up to a maximum of one thousand one hundred dollars (\$1,100.00) per teacher, per year. Prepayment of workshops and seminars can be made at the discretion of the Assistant Superintendent for Hinsdale or their designee. Teachers shall be eligible to receive prepayment for college courses at the time of enrollment or may apply for reimbursement. In order to receive prepayment for the course a teacher must show proof of enrollment. All request for reimbursement must be accompanied by, a completed Professional Development Activity/Reimbursement Approval form, with copies of certificates of attendance or grades for college course, and proof of payment. To be eligible for reimbursement of a college course, a

teacher must have received a grade of “B” or better (or “Pass” where the course has been taken Pass/Fail)

Any type of payment cannot be made until after the monthly school board meeting, which occurs on the second Wednesday of the month - usually one week after the school board meeting, payments are made to the teacher. (See procedure).

For prepayment of courses, teachers must execute a salary deduction agreement (see above) at the time of the request for graduate course approval and provide evidence of a passing grade of B or better within 30 days of the completion of the course, either in the form of a transcript or letter on the school's stationary. Failure to comply with these requirements will result in the implementation of the salary deduction agreement. In no case will this be later than June 1~~0~~ 1, so that accounts can be closed out for the fiscal year. The teacher will be responsible for any money not recovered from the offering institution because of withdrawal.

Reimbursement for travel and workshops beyond twenty-five (25) miles, unless otherwise budgeted, may come from this fund. Proof of mileage must accompany requests for mileage reimbursement.

P. The Board will continue its present policy as stated in Section G; Personnel- Policy GCQA- Reduction in Force Instructional Staff. A copy of this manual is accessible in each building principal's office.

Q. Except in emergencies (determination of which shall be at the Principal's discretion) teachers shall not have to substitute during duty-free preparation periods. In making such determination(s), the Principal shall not act in an arbitrary or capricious fashion. The Board will make every effort to provide substitutes for absent teachers, including specialists.

R. Elementary teachers shall not be required to be present when the art, music or physical education specialist is instructing their respective class. Release time granted under this Section is intended to be used for planning and preparation purposes. In making judgment under this Section R, the Principal shall not act in an arbitrary or capricious manner.

S. The Board will continue its present practice with respect to planning time for teachers in the high school (i.e. a minimum of seven (7) fifty (50) minute planning periods per week and a minimum of one (1) fifty (50) minute period per day).

At the Elementary School every attempt will be made to have one planning period per day for each teacher. Planning periods may vary based on current and or future schedules, blocks of instructional time and mutual grade level planning. Consideration will be given to the Elementary teachers to have independent preparation and planning time. The Superintendent will work cooperatively with the Association to balance the types of planning and preparation as well as the needed attendance at IEP meetings.

T. The parties agree that in the event that art, music, and/or physical education programs are discontinued, the Board will continue to provide release time for preparation and planning time to elementary teachers as if the specialist were still available.

U. Please see Appendix I for evaluation process

V. Upon request to the Building Principal or his designee, the School Board will make available to teachers, the confidential use of a telephone in each building.

W. Whenever possible, qualified instructor shall provide specific needs training for each teacher who is assigned a student with a severe disability prior to the student's arrival in the classroom. In

unusual circumstances, training shall be provided within one week of the arrival of the student. General or specific training will be provided as requested by the classroom teacher. Every attempt will be made to provide such training within one week of the request. Requests will be made to the principal. Teachers will not be required to use any staff development money for this training. Teachers trained outside of regular school hours will be compensated at the rate of \$20.00 (twenty) dollars per hour, for each hour of training, not to exceed ten hours. Mileage will be reimbursed beyond twenty-five (25) miles.

ARTICLE VI
LEAVES OF ABSENCE

A. It is agreed that the use of leaves days will be defined to legitimate purposes provided in this Article and will be coordinated with the Board's Medical Leave Policy.

B. Sick leave shall be confined to the personal illness of a teacher, a teacher's spouse, child or parent. This would include stepchild living in same household. This would exclude work-connected disability covered by New Hampshire Workers Compensation laws.

C. Each teacher will be allowed fifteen (15) sick days with full pay annually and shall accumulate such sick days up to a maximum of one hundred-twenty-five (125) days. Sick leave will be available for use in the case of a teacher's illness or disability. Each teacher shall be notified on or before September 15th of each year of his/her total accumulated sick leave. The immediate supervisor and/or the Superintendent may request medical evidence from the Board's physician whenever they feel it necessary or appropriate. The Board shall pay the cost of such examinations.

Teachers with one or more years experience wishing to be covered by a sick bank may donate one day of sick time in September to the sick bank. Only teachers who contribute to the bank may request coverage. With approval from the Union President (or designee) and the Superintendent additional sick time during the school calendar year may be approved for requesting teachers from the sick bank. Teachers may access the sick leave bank after one year of teaching and the bank may only be accessed once per school year. Request can be made for up to 15 days of additional sick leave.

Any additional days beyond the above options maybe brought to the attention of the Board for consideration of additional days. The Union President or designee will be in charge of maintenance for the sick bank.

D. Military leave of absence shall be granted by the Board in accordance with State and Federal statutes.

E. An employee called to serve not more than a fourteen (14) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between the employee's pay for such government service and the amount of earnings lost by such employee for reason of such service based on the employee's regular daily rate.

F. When requested, teachers shall receive funeral leave with full pay per occurrence as follows:

One (1) day

1. Aunt, Uncle, Niece, Nephew, Cousin, Close Personal Friend

Three (3) days

1. In-laws
2. Siblings
3. Grandparent

Five (5) days

1. Spouse
2. Child
3. Parent

The Superintendent may extend funeral leave upon a teacher's request.

G. Teachers are eligible to receive three (3) paid professional days per school year, for the purpose of receiving a degree, for attendance at professional meetings, conferences, conventions, school visitations consistent with the employee's current staff development plan and/or current job responsibilities. In making decisions under this Article VI, G, the Superintendent shall not act in an arbitrary or capricious fashion. Additional days may be granted at the discretion of the Assistant Superintendent for Hinsdale.

H. Teachers shall be entitled to a maximum of three (3) paid personal leave days as follows: conducting important legal business or personal affairs which cannot be accomplished at any other time; attending sick relatives; important holy days; and excludes such things as social affairs, pleasure trips and recreation, with the recommendation of the Principal and subject to the discretion of the Superintendent. To be eligible for personal leave under this Section H, written intent shall (except in an emergency) be presented to the respective Building Principal at least twenty-four (24) hours prior to any such personal leave.

I. An employee called as a juror will be paid the difference between the fee such employee receives for such service and the amount of earnings lost by such employee by reason of such service, based on the employee's regular daily rate. Satisfactory evidence (court issued pay stub) must be submitted to the employee's immediate supervisor.

J. Leaves for any and all other reason(s), paid or not paid, shall be granted at the sole discretion of the Board or its designee.

K. The Board will grant maternity leave to teachers in accordance with State and Federal statutes. The Board will also grant an unpaid leave of absence for child rearing purposes upon birth or adoption of a child. Such leave shall be for a maximum of twelve (12) months and may be extended by mutual agreement.

L. A teacher on maternity leave, child rearing or adoptive leave shall be able to continue health care benefits (Blue Cross/Blue Shield) at that respective teacher's expense.

M. Every effort will be made to permit a teacher on extended leave of absence (for twelve (12) months or less) to return to his/her former position. A teacher on leave of absence of more than twelve (12) months shall be assigned to a position within his/her area of certification.

N. The Hinsdale School Board will continue its present policy with respect to sabbatical leave as stated in the current policy. The school board manual is accessible in each of the building principal's office.

O. The Board will at its sole exclusive discretion, grant unpaid leave for the care of a disabled or infirmed parent, spouse, child or grandparent (including same step relations) living in the same household. Care giving leaves for people not living in the same household will be decided on an individual basis by the Board. Such leave shall be a maximum of twelve (12) months and may be extended by mutual agreement. The Board reserves the right to require reasonable evidence of such disability or infirmity as a condition of such leave.

P. Short-Term Disability Leave

Purpose - the purpose is to minimize the loss of income to an employee covered by this agreement in the event of a disabling sickness or injury, which results in the employee being disabled for any part of the regularly scheduled school year as set forth in Article V, Paragraph B. Short Term Disability is available after 90 days of employment for first year employees.

Definition - Short-Term Disability is defined as a disabling sickness or injury, which prevents an employee from doing the material duties of his/her regular assignment as set forth in the District's long-term disability insurance policy.

Eligibility - An employee is eligible for short-term disability leave on the fifteenth (15) consecutive work day following the beginning of the absence of the employee or the exhaustion of an affected employee's accumulated sick days whichever occurs last. Proof must be provided upon request evidence of disability as required by the District.

Benefits - Disability benefits (See Plan Formula) will begin following the exhaustion of an employee's sick days and will continue until the employee's disabling sickness or injury no longer meets the definition defined by the District's long-term disability policy, when the employee becomes eligible for long-term disability, or until the end of the current school year whichever occurs first.

Pay Formula - An employee shall be paid at the daily rate of 70% of the employee's gross annual, base salary divided by 188 days. The maximum benefit payment shall not exceed \$3,000. per month. Payment shall be made to the employee according to the District's normal payroll schedule.

District's Liability - The District may, at its option, elect to purchase short-term disability insurance, if available, or may self-insure. The District's liability shall be for the number of consecutive disability days following the exhaustion of an affected employee's accumulated sick days and the end of the current contract year or the waiting period set forth in the District's long-term disability policy, whichever occurs last.

ARTICLE VII
GRIEVANCE PROCEDURE

A. Definition

A "grievance" is a claim based upon an event or condition, which effects the welfare and/or terms and conditions of employment of a teacher or group of teachers based upon the interpretation, application, or violation of any of the provisions of this Agreement. An "aggrieved party" is the person, or persons, or the Federation representatives making the claim. All time limits specified in this Article VII shall mean school days.

B. Purpose

The parties acknowledge that is more desirable to resolve problems through free and informal communications. Grievances, which are not settled in any informal way, shall be reduced to writing (see Appendix E attached hereto) and processed in accordance with the formal procedure. Once the grievance is reduced to writing, the Federation shall be given an opportunity to be present.

C. Right of Representation

A teacher covered by this Agreement shall, under this Article, have the right to have a Federation representative present at any time, subject to his requesting such representation.

D. Time Limit

A grievance to be considered under this procedure must be initiated in writing within twenty (20) school days of its occurrence, or within twenty (20) school days of when the party should have known of its occurrence.

E. Formal Procedure

The grievance shall state the specified alleged violation or condition with proper reference to the contract Agreement and state the remedy requested. It shall also set forth names, dates and any other related facts, which will provide a sound basis for complete understanding of any such grievance.

LEVEL A. Within three (3) days of receipt of a formal grievance, the Building Principal shall meet with the aggrieved party. Within two (2) days following any such meeting with the Principal shall give his answer in writing. If the grievance is not settled at this level, then it may be referred to Level B within ten (10) days of the receipt of an answer given at this level.

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

LEVEL C. Within ten (10) days of a grievance being referred to this level, the School Board will hold a hearing with the participants of Level A and B and examine the facts of the grievance. The School Board will thereafter within ten (10) days of such hearing give its answer. If the grievance remains unsettled the matter may be referred to arbitration within ten (10) days of the receipt of the answer as set forth in Level D of this procedure.

LEVEL D. If the matter is referred to arbitration, then the parties shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures then obtaining of the service. The arbitrator shall use his/her best efforts to

arbitrate the grievance, but he/she shall have no power or authority to do other than interpret and apply the provisions of this Agreement, and he/she shall have no power to add, subject, alter or modify any of the said provisions. The arbitrator's decision shall be binding on the parties. The parties agree to share equally in the compensation and expenses of the arbitrator.

The following matters are excluded from the grievance and arbitration provisions of this Agreement:

- Management prerogatives as set forth in this Agreement and as provided and interpreted under RSA 273-A.
- Non-renewal of a teacher, which shall be accomplished solely under RSA 189:14.

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

G. Upon selection and certification by the Federation, the Board shall recognize a Federation Grievance Committee.

H. Grievance(s) of a general nature, or involving the Superintendent, may be submitted by the Federation to Level B.

I. A grievance, in order to be considered further, must be forwarded to the next appropriate level within ten (10) days from receipt of the answer given at the preceding level.

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

K. Failure to any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved party to proceed to the next level.

L. The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any grievances.

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

ARTICLE VIII
MISCELLANEOUS PROVISIONS

A. The Board and the Federation agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, 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, marital status, age, membership and/or activity in the Federation.

B. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed or hereafter employed by the Board.

C. No teacher will be disciplined or reprimanded except for just cause, and any teacher who alleges to be aggrieved under this Section C shall have the full access to the Grievance Procedure of this Agreement.

D. The Board will abide by the provisions of RSA 189:14-A when non-renewing a teacher's individual contract.

E. The School District agrees to deduct requested amounts from paychecks for teachers enrolled in credit unions.

F. The School District shall carry Worker's Compensation Insurance coverage for all teachers in accordance with New Hampshire Worker's Compensation Act, RSA Chapter 281, as amended.

G. Teachers may once in any one school year upon signing his/her contract, choose one of the following methods of receiving his/her pay:

- A. Twenty-six (26) equal pays (September – August)
- B. Twenty-one (21) equal pays (September – June)
- C. Twenty one (21) pays plus one (1) lump sum payment.
The latter to be paid in June

If you make no election, payments will default to the bi-weekly schedule (Option A). Election must be made in writing and delivered to the SAU office prior to first day of work. Your election, once made, is irrevocable for the school year

ARTICLE IX
CONFORMITY TO LAW

A. If any provision 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.

ARTICLE X
CHANGING THE AGREEMENT

This Agreement represents the resolution of all matters between parties and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

ARTICLE XI
STRIKES AND SANCTIONS

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

ARTICLE XII
INSURANCE

A. The Board agrees to maintain in effect an insurance plan for all employees covered by this Agreement so long as they remain on the Hinsdale School payroll. A summary of the benefits to be provided under said plan is set forth in Appendix B hereto.

B. Subject to the provisions of Appendix B, the Board will not itself pay the insurance benefits referred to in this Appendix, but will obtain policies or contracts from insurance companies which will administer said benefits.

ARTICLE XIII
NOTICES UNDER AGREEMENT

Whenever written notice to the Board is necessary, such notice shall be addressed to the Hinsdale School Board Chairman, c/o Superintendent of Schools, SAU #38, 600 Old Homestead Highway, E. Swanzey, NH 03446.

Whenever written notice to the Hinsdale Federation of Teachers, NEA-NH, NEA, is necessary, such notice shall be addressed to the current co-presidents. The HFT, NEA-NH, NEA will advise the Hinsdale School Board of the current presidents and their addresses prior to the end of the school year.

ARTICLE XIV
DURATION OF AGREEMENT

A. This Agreement, unless otherwise specified, shall become effective September 1, 2010 and shall continue and remain in full force and effect to and including August 31, 2013 (subject to Article III of this Agreement) when it shall expire unless an extension is agreed to by both parties in writing prior to such date.

B. This Agreement may be extended from time-to-time beyond its expiration date by written mutual agreement of the representatives of the Hinsdale School Board and the Hinsdale Federation of Teachers.

APPENDIX A
HINSDALE TEACHER COMPENSATION 2010-2013

A. Compensation for teachers covered by this Agreement are set forth in Appendix A-1, A-2,A-3, and A-4, and qualified teachers will be placed on their appropriate track as follows:

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

b. Persons seeking consideration for track change must submit their request along with their transcripts (graduate credits only) not later than November 1st of the prior year in which any change is requested in order to insure timely inclusion in the Board's budget request(s);

c. Any track change(s) will require the prior approval of the Assistant Superintendent of Schools or designee and funding by the school district voters.

B. Newly hired employees without experience, hired during the term of this Agreement, will be placed by the Superintendent at their appropriate compensation level.

C. Newly hired employees with experience, hired during the term of this Agreement, will be placed by the Superintendent at the same salary as all other employees then currently employed who have the same experiences and academic experience.

D. Employees covered by this Agreement, who have completed fifteen (15) years or more of service by the Hinsdale School District, and who retire from teaching shall upon written notice of such retirement (no later than November 1 of the year preceding retirement) be entitled a one-time lump sum payment at the time of retirement of an amount equal to 1 percent of their then current

earnings, times the number of years of service. This payment will be made to the employee before June 30, so that it may be counted as income for purposes of the state retirement computation.

E. Compensation for those extracurricular activities for which the Board has determined to pay, are set forth in Appendix A-4. The Board shall retain the exclusive right to determine which extracurricular activities shall be established, continued, or eliminated, and shall retain the right to select and remove those persons holding such positions. The Board may offer such positions to both members of the bargaining unit and persons outside the bargaining unit, at its discretion. Any action by the Board under this Section E shall not be subject to the grievance and arbitration provisions of this Agreement, except with respect to the payment of compensation set forth in Appendix A-4 of this Agreement.

APPENDIX A-1
HINSDALE SALARY SCHEDULE 2010-2011

Step	BA	BA +15	MA	M+15	MA+30
0	32,250	32,750	33,750	34,250	35,500
1	32,975	33,485	34,487	35,032	36,392
2	33,716	34,236	35,240	35,832	37,254
3	34,474	35,004	36,010	36,650	38,136
4	35,249	35,789	36,797	37,488	39,040
5	36,042	36,592	37,601	38,344	39,965
6	36,853	37,414	38,422	39,220	40,912
7	37,682	38,254	39,262	40,117	41,882
8	38,529	39,112	40,121	41,033	42,875
9	39,397	39,991	40,998	41,971	43,892
10	40,283	40,889	41,894	42,931	44,933
11	41,190	41,807	42,810	43,913	45,998
12	42,117	42,746	43,747	44,917	47,089
13	43,066	43,707	44,704	45,944	48,206
14	44,035	44,689	45,682	46,995	49,350
15	45,027	45,693	46,681	48,070	50,521

- All new employees will begin on the salary schedule including those with 15 + years of experience.
- Persons off Step for the 2010-2011 school year will be paid a \$1,100.00 increase.
- **One time** incentive bonus for off step people:
 - \$1,000.00 for movement from a BA to BA+15
 - \$1,500.00 for movement from a MA to MA +15
 - \$2,000.00 for a movement from MA +15 to MA +30
- To be eligible for track movement and this bonus, the accredited degree program must be related to education as a profession including but not limited to degree programs in the fields of certification. To avoid misunderstandings and to facilitate cooperation under this section, teachers are encouraged to submit their proposed program when they begin said program. In order to ensure timely placement and to facilitate budget planning notification of possible track movement shall be given to the assistant superintendent by November 1st of the year preceding the track movement. This incentive bonus is for teachers who have worked five years or more in the Hinsdale School District

APPENDIX A-2
HINSDALE SALARY SCHEDULE 2011-2012

Step	BA	BA +15	MA	M+15	MA+30
0	32,700	33,200	34,200	34,700	36,000
1	33,425	33,935	34,937	35,482	36,842
2	34,166	34,686	35,690	36,282	37,704
3	34,924	35,454	36,460	37,100	38,586
4	35,699	36,239	37,247	37,938	39,490
5	36,492	37,042	38,051	38,794	40,415
6	37,303	37,864	38,872	39,670	41,362
7	38,132	38,704	39,712	40,567	42,332
8	38,979	39,562	40,571	41,483	43,325
9	39,847	40,441	41,448	42,421	44,342
10	40,733	41,339	42,344	43,381	45,383
11	41,640	42,257	43,260	44,363	46,448
12	42,567	43,196	44,197	45,367	47,539
13	43,516	44,157	45,154	46,394	48,656
14	44,485	45,139	46,132	47,445	49,800
15	45,477	46,143	47,131	48,520	50,971

- All new employees will begin on the salary schedule including those with 15 + years of experience.
- Persons Off Step for the 2011-2012 school year will be paid a \$1,200.00 increase.
- **One time** incentive bonus for off step people:
 - \$1,000.00 for movement from a BA to BA+15
 - \$1,500.00 for movement from a MA to MA +15
 - \$2,000.00 for a movement from MA +15 to MA +30
- To be eligible for track movement and this bonus, the accredited degree program must be related to education as a profession including but not limited to degree programs in the fields of certification. To avoid misunderstandings and to facilitate cooperation under this section, teachers are encouraged to submit their proposed program when they begin said program. In order to ensure timely placement and to facilitate budget planning notification of possible track movement shall be given to the assistant superintendent by November 1st of the year preceding the track movement. This incentive bonus is for teachers who have worked five years or more in the Hinsdale School District.

APPENDIX A-3
HINSDALE SALARY SCHEDULE 2012-2013

Step	BA	BA +15	MA	M+15	MA+30
0	32,925	33,425	34,425	34,925	36,225
1	33,650	34,160	35,162	35,707	37,067
2	34,391	34,911	35,915	36,507	37,929
3	35,149	35,679	36,685	37,325	38,811
4	35,924	36,464	37,472	38,163	39,715
5	36,717	37,267	38,276	39,019	40,640
6	37,528	38,089	39,097	39,895	41,587
7	38,357	38,929	39,937	40,792	42,557
8	39,204	39,787	40,796	41,708	43,550
9	40,072	40,666	41,673	42,646	44,567
10	40,958	41,564	42,569	43,606	45,608
11	41,865	42,482	43,485	44,588	46,673
12	42,792	43,421	44,422	45,592	47,764
13	43,741	44,382	45,379	46,619	48,881
14	44,710	45,364	46,357	47,670	50,025
15	45,702	46,368	47,356	48,745	51,196

- All new employees will begin on the salary schedule including those with 15 + years of experience.
- Persons Off Step for the 2012-2013 school year will be paid a \$1,000.00 increase.
- **One time** incentive bonus for off step people:
 - \$1,000.00 for movement from a BA to BA+15
 - \$1,500.00 for movement from a MA to MA +15
 - \$2,000.00 for a movement from MA +15 to MA +30
- To be eligible for track movement and this bonus, the accredited degree program must be related to education as a profession including but not limited to degree programs in the fields of certification. To avoid misunderstandings and to facilitate cooperation under this section, teachers are encouraged to submit their proposed program when they begin said program. In order to ensure timely placement and to facilitate budget planning notification of possible track movement shall be given to the assistant superintendent by November 1st of the year preceding the track movement. This incentive bonus is for teachers who have worked five years or more in the Hinsdale School District.

APPENDIX A-4
HINSDALE SCHOOL DISTRICT
EXTRA CURRICULAR COMPENSATION 2010-2013

Athletic Director- \$2,800.00 paid per season three (3) times per year

<u>Varsity Coaches Positions-</u>	\$1,995.00
<u>J.V. Coaches Positions-</u>	\$1,575.00
<u>J. H. Coaches Positions-</u>	\$1,365.00
<u>Year Book Positions-</u>	\$2,000.00
<u>Dramatics Positions-</u>	\$1,785.00
<u>National Honor Society Positions-</u>	\$ 945.00
<u>Student Council Positions-</u>	\$ 945.00
<u>Senior Class Advisor-</u>	\$ 945.00
<u>Junior Class Advisor-</u>	\$1,163.00
<u>Sophomore Class Advisor-</u>	500.00
<u>Freshman Class Advisor-</u>	500.00

The above positions have an experience factor of .02 x number of years x base salary.

Any new positions that are suggested during this contract period will be agreed upon by the Union President and Superintendent.

APPENDIX B
INSURANCE

The Hinsdale School District will make available to employees covered by this Agreement, the following options and will contribute to the amounts set forth in this Appendix B and subject to the terms set forth therein:

A. Employees not presently enrolled in the Blue/Cross Blue Shield JY plan will have the right to choose one of the following plans:

1. Blue Cross/Blue Shield Choice w/riders or;
2. Matthew Thornton HMO.

B. The Hinsdale School District will pay up to the following amounts toward the annual premium cost of the selected plan. If both spouses are employed by the district, the district shall, at the employee's option, cover 100% of the applicable two person plan, so long as both employees are eligible for health insurance benefits through the district:

For the 2010-2013 School Years

1. BC/BS JY

Single	85%
Two Person	85%
Family	85%

2. Choice

Single	85%
Two Person	85%
Family	85%

3. Mathew Thornton

Single	95%
Two Person	90%
Family	90%

C. The Hinsdale School District will pay up to \$90.00 per month towards the costs to continue the present Delta Dental Plan for employees covered by this Agreement.

D. The difference between the Board's maximum contributions set forth in Section A above and the actual cost to the Board to provide the coverage selected by an employee under Section B above shall be payroll deducted from an appropriate payroll period(s) by the Board.

E. In order to be eligible for benefits or contributions set forth herein, an employee must enroll as a member of one of the selections under the provisions of Section B above.

F. Except as otherwise provided in this Appendix B, the parties acknowledge at this time that the Board provides to teachers Blue Cross/Blue Shield insurance coverage with Managed Care Rider and Northeast Delta Dental Plan IV, hereinafter called medical insurance. The parties agree to continue Blue Cross/Blue Shield medical insurance and Northeast Delta Dental Plan IV. Nevertheless, the Federation acknowledges that it is in the interest of the Board, which represents the citizens of Hinsdale, to obtain, if available, equivalent medical insurance for teachers at the least possible cost. To this end, the Federation agrees that the Board shall have the right to change medical insurance on the express condition that any new medical insurance coverage provided by any substitute insurance provider shall provide equivalent or broader medical insurance coverage(s), services and benefits that are provided than is presently provided by Blue Cross/Blue Shield and Northeast Delta Dental Plan IV.

G. The Hinsdale School District will pay the cost to provide employees term insurance coverage in the amount of \$70,000.00. Life Insurance is available after 90 days of employment for first year employees.

H. The Board will pay the cost to provide long-term disability insurance coverage with a waiting period of 120 calendar days with benefits of 70% of salary payable to age 70 with a maximum monthly benefit of up to \$3,000. Long term disability is available after 90 days of employment for first year employees.

APPENDIX C-FRONT

NEW HAMPSHIRE ANNUAL TEACHER CONTRACT

Agreement made **date** by and between the **HINSDALE SCHOOL DISTRICT**, hereinafter called the District and **«Employee_NameFirst» «Employee_NameMiddle» «Employee_NameLast»**, hereinafter called the Teacher.

1. The District agrees to employ the Teacher for the ensuing school year from **August __, 20__ to June 30, 20__** at an annual salary of \$**«PositionEmployee_SalaryBalance» («Track_Code», «Step_Code»)** to be paid in bi-weekly installments.
2. The Teacher agrees to work for the District for said period and agrees to conform to and carry out all existing laws, all lawful rules and regulations, and contract agreements which may be enacted relative to the conduct of the schools and teachers.
3. It is mutually agreed:
 - a. That the school year is not in excess of **180 school days and 8 other days** devoted to school and educational work, plus one day of orientation for new staff members.
 - b. That the Teacher may be assigned only to such position as the Teacher is qualified and certified by the State Board of Education to occupy.
 - c. That the District, may, without liability, terminate this contract in accordance with New Hampshire RSA 189:13,31,32, and amendments, and this contract shall become void, subject to appeal, if the Teacher is removed by the Superintendent or if the Teacher's certificate, license, or permit is revoked by the Commissioner of Education.
 - d. That the contract is void unless the Teacher holds a valid credential to teach in the position for which he/she has been employed and in which he/she is teaching.
 - e. That, except as provided in "c" and "d", this contract may not be terminated at any time prior to its expiration without the consent of both parties.
 - f. That the District and Teacher agree to be bound by all present and subsequent legislation made by the New Hampshire Legislature, and all administrative rulings having the effect of law.
 - g. That the Teacher may choose the method of payment of his/her annual salary. Method chosen will be in force for the contract year (see reverse side to choose method).
 - h. That if this contract has not been signed and returned to the Assistant Superintendent of Schools on or before DATE it will be considered that the above named Teacher has declined employment with the District.

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

HINSDALE SCHOOL DISTRICT

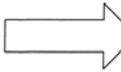
By: _____
Teacher

By: _____
School Board Chair

APPENDIX C-BACK

School Administrative Unit #38
600 Old Homestead Highway
Swanzy, NH 03446
~
Hinsdale School District
~

EQUAL PAY ELECTION FORM



*Election MUST be made in writing and delivered to the
SAU #38 Office prior to first day of work.*



*Your election, once made, is IRREVOCABLE
for the DATE school year.*

I, _____, of _____
(PRINT NAME) (PRINT ADDRESS)

_____, do hereby elect to be paid for the DATE school year as

follows:

_____ 26 Equal Pays (September 20__ – August 20__)

_____ 26 Equal Pays (September 20__ – June 20__) (Balloon in June)

_____ 21 Equal Pays (September 20__-June 20__)

If you make no election, payments will default to the bi-weekly schedule.

APPENDIX D
PAYROLL DEDUCTION AUTHORIZATION

NAME: _____

(Please print)

"I hereby authorize the Hinsdale School District to withhold from my salary the sum of

\$ _____ for membership dues as follows:

For membership in the Hinsdale Federation of Teachers, NEA-NH, NEA the sum of

\$ _____ per year;

For membership in NEA-New Hampshire, the sum of \$ _____ per year;

For membership in the National Education Association, the sum of \$ _____ per year.

The sums thus to be deducted over twenty (20) pay periods are hereby assigned by me to the Hinsdale Federation of Teachers and are to be remitted by the Hinsdale School District to the Treasurer of the Federation and having done so the Board shall be held harmless from any claim(s) in connection with the provisions of this Appendix D. It is further agreed that the Board assumes no financial liability except to forward on a monthly basis (by the 15th of each month) those funds, which have been properly authorized and deducted the last day of the preceding month.

This authorization and assignment shall continue in full force and effect until revoked by me. Such revocation shall be affected by written notice to the School District and the Federation giving thirty (30) days prior to the end of the current school year of my desire to revoke same.

Signature _____

Date _____

APPENDIX E
GRIEVANCE REPORT FORM

Grievance No. _____ School District _____

To _____ Complete in triplicate with copies to:
(Name of Principal)

1. Principal
2. Superintendent
3. Federation

SCHOOL: NAME OF GRIEVANT: DATE FILED:

LEVEL A

Date of Grievance _____

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

2. Relief Sought:

Signature

Date

Answer given by
Principal: _____

Signature
Position of
Grievant: _____

Date

Signature

Date

LEVEL B

Date received by Superintendent: _____

Answer given by
Superintendent: _____

Signature

Date

Position of Grievant:

Signature

Date

LEVEL C

Date received by School Board: _____

Answer given by School Board:

Signature

Date

Position of Grievant:

Signature

Date

LEVEL D

Date submitted to Arbitrator: _____

Disposition of Arbitrator:

Signature

Date

APPENDIX F
PROFESSIONAL LEAVE FORM

Date of Request _____

Date Received _____

To the Superintendent:

I request a professional day (see Article 6.G of the Agreement)

on _____, _____,

so that I may:

1. Attend a professional meeting
2. Attend a conference
3. Attend a convention
4. Visit a school
5. Attend a ceremony to receive a degree

Signature of teacher _____

Date _____

Superintendent's Response:

Date _____

NOTE: Timely requests will result in timely responses. Please give as much advance notice as possible.

APPENDIX G
PERSONAL LEAVE FORM

Date of Request _____

Date Received _____

To the Principal:

I request a personal day (see Article 6.H of the Agreement)

on _____, _____,

so that I may:

1. Conduct important legal business that cannot be accomplished at any other time.
2. Conduct personal affairs that cannot be accomplished at any other time.
3. Attend to sick relatives.
4. Observe an important Holy Day(s).
5. Other: Explain

Signature of teacher _____

Date _____

Principal's Response:

Date _____

NOTE: Timely requests will result in timely responses. Please give as much advance notice as possible.

APPENDIX H
FUNERAL LEAVE

(See Article 6.F of the Agreement)

Name of teacher:

Dates for which leave is requested:

Relationship of the teacher to the deceased:

Signature of
teacher

Date _____

Superintendent's Action

Date _____

APPENDIX I
Hinsdale School District
Staff Assessment Process

Statement of Purpose for Staff Assessment

The primary purpose of staff assessment is to improve teaching and learning. This will be achieved through a continuous process of

- Creating and following vision of quality teaching;
- Incorporating opportunities for self-reflection and feedback;
- Involving staff in the process;
- Providing a uniform process understood by all and consistently implemented;
- Recognizing distinguished instructional practices;
- Identifying staff development needs and providing opportunities for professional growth;
- Supporting the mission, goals, and values of the school and community.

Process and Procedures

The standards for the staff assessment process in the Hinsdale School District will be based upon the components and elements described in *Enhancing Professional Practice: A Framework for teaching* by Charlotte Danielson (ASCD, 2007) The process will consist of three pathways- one for tenured teachers whose performance is satisfactory or better, one for non-tenured teachers with fewer than 3 years experience, and one for tenured teachers whose performance has been determined by the building administrator to be unsatisfactory. The Principal will determine which pathway each teacher will follow and will notify the teacher of this decision within fifteen (15) days from the beginning of the school year.

Tenured teachers whose overall performance is satisfactory or better

The staff assessment process for teachers whose performance is satisfactory or better will include one year with a formal observation and a summative assessment and an alternating year with a goal setting and a self- assessment and self evaluation process. The teacher will meet annually with his/her administrator to collaboratively establish goals for the two year cycle. This meeting may take place in the spring of the proceeding year, but must be completed before October 15 of the school year for which the goals apply. The teacher will put the goals in writing and submit them to principal for approval prior to October 15. A copy of each teacher's approved goals will be forwarded by the principal to the Assistant Superintendent of Schools for Hinsdale and Winchester.

The principal will complete an alternate year formal observation to consist of a pre-observation conference, the formal observation and a post- observation conference with the teacher prior to March 30. The alternate year schedule does not exclude the principal from visiting classrooms to review teacher performance. The summary assessment will be conducted during the goal setting year and will be based upon (but not limited to) formal/informal assessments of the teacher's performance relative to the Frameworks, the teacher's progress toward goals mutually determined by the teacher and the supervisor and the teacher's self-assessment relative to the Frameworks. In preparation for writing the summative assessment, the principal will meet with the teacher to review his/her performance and progress toward his/her goals. Following the meeting, the principal will write the summative evaluation in a narrative format using the Summative Assessment Form and will meet with the teacher to review the written assessment. Copies of all summative assessment will be submitted by the principal to the Assistant

Superintendent of Schools for Hinsdale on or before May 1.

Other evaluative options for those tenured staff during their goal setting or self-assessment evaluation year could be as follows as long as the plan is agreed to by the building principal. These options are;

1. a summary evaluation process as outline above
2. a peer coaching responsibility
3. a portfolio

New Teachers (non-tenured, less than three (3) years experiences)

The staff assessment pathway for non-tenured teachers with less than three years of experience will include both formal and summary assessments. The principal will conduct a minimum of two (2) formal classroom observations assessing the teacher's performance prior to March 30. A minimum of one (1) of these assessments will be announced and will include pre-conference, observation, post conference. The principal will write a report of the assessment using the Formal Assessment Form and provide a copy of this written assessment to the teacher. Copies of all formative assessments will be submitted to the Assistant Superintendent for Hinsdale and Winchester on or before March 30.

The principal will complete a summary assessment on each non-professional status teacher prior to March 30. The summative assessment will be based upon (but not limited to) formal/informal assessments of the teacher's performance relative to the Frameworks and the teacher's self-assessment relative to the Frameworks. In preparation for writing the summative assessment, the principal will meet with the teacher to review his/her performance and progress toward his/her goals. Following the meeting, the principal will write the summative evaluation in a narrative format using the

Summative Assessment Form and will meet with the teacher to review the written assessment. Copies of all summative assessments will be submitted by the principal to the Assistant Superintendent for Hinsdale and Winchester on or before March 30.

Tenured teachers whose performance has been determined to be unsatisfactory

The staff assessment pathway for tenured teachers whose performance has been determined by the principal to be unsatisfactory will involve the development and implementation of a formal improvement plan. If it is necessary for a teacher to be placed on an improvement plan, it will be done only after a number of conferences have taken place between the teacher and the principal and written documentation addressing the specific areas of concern has been made available to the teacher. Notification of the need for an improvement plan will be given to the staff member in writing no later than June 1st. Copies of this intent letter will be provided to the Assistant Superintendent and included in the teachers personnel file. The teacher will have until October 15th of the following year to address areas identified and to demonstrate progress. The improvement plan will be developed by the principal with input from:

- The teacher
- The principal
- The Assistant Superintendent or another administrator

The plan will include;

- Identification of the areas in need of improvement
- Quantifiable outcomes in the form of criteria for success and failure in meeting the improvement goals
- A descriptions of the supports provided to the teacher

- A description of the responsibilities of all parties (the teacher, principal etc.)
- A timeline for all activities and events

Copies of the plan will be provided to members of the planning group. The teacher will be given a reasonable length of time to complete the plan.

Self Evaluation Danielson Checklist

The goal of the checklist is to inform staff of all the aspects that are considered in the Charlotte Danielson Evaluation model and to generate discussion with the principal. The evaluation checklist may be utilized in the following manner:

- Tenured staff – during the alternate year not having a summary assessment
- Non tenured staff –
 - All first year staff members will be required to use the checklist as a self-assessment tool.
 - Second and Third year staff may use the checklist as a self-assessment

Formal evaluations of teaching staff will be based upon the Four Domains of Teaching Responsibility found in Charlotte Danielson's, *Enhancing Professional Practice*. Those domains are:

- Domain I Planning and Preparation
- Domain II Classroom Environment
- Domain III Instruction
- Domain IV Professional Responsibilities

Appendix-I-1
Hinsdale School District

SUMMATIVE ASSESSMENT FORM

TEACHER: _____
ASSIGNMENT: _____
EVALUATOR: _____

Date: _____
School: _____

Written narrative and observation:

Teachers Signature: _____

Date: _____

Evaluators Signature: _____

Date: _____

The teacher acknowledges review of this evaluation with the evaluator. The signature of the teacher does not indicate agreement with the evaluation results. The teacher may respond in writing within ten (10) days after receiving a copy of this form. The teacher and evaluator must both initial the response.

**Appendix I-2
Hinsdale School District**

TEACHER SELF-EVALUATION FORM

TEACHER: _____ DATE: _____

ASSIGNMENT: _____ SCHOOL: _____

Score/ Domain	P	C	N	Teacher Self Evaluation Comments:
Domain 1 : Planning & Preparation				
a) Knowledge of Content & Pedagogy				
b) Knowledge of Students				
c) Setting Instructional Outcomes				
d) Knowledge of Resources				
e) Designing Coherent Instruction				
f) Designing Student Assessments				
Domain 2: The Classroom Environment				
a) Creating an Environment of Respect & Rapport				
b) Establishing a Culture for Learning				
c) Managing Classroom Procedures				
d) Managing Student Behavior				
e) Organizing Physical Space				
Domain 3: Instruction				
a) Communicating with Students				
b) Using Questioning & Discussion Techniques				
c) Engaging Students in Learning				
d) Using Assessment in Instruction				
e) Demonstrating Flexibility and Responsiveness				
Domain 4: Professional Responsibilities				
a) Reflecting on Teaching				
b) Maintaining Accurate Records				
c) Communicating with Families				
d) Participating in a Professional Community				
e) Growing & Developing Professionally				
f) Showing Professionalism				

P: Mastered **I:** In Progress **N:** Need to Improve

Administrative Comments:

Teachers Signature: _____
Evaluators Signature: _____

Date: _____
Date: _____

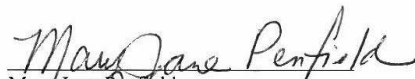
IN WITNESS WHEREOF the parties have executed this agreement as of the 24th day of March, 2010

HINSDALE SCHOOL BOARD

HINSDALE FEDERATION
OF TEACHERS NEA-HN



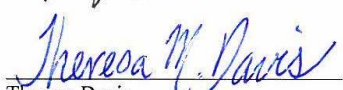
Wayne Femmen, Chairperson



Mary Jane Penfield



Jeana Major



Theresa Davis



David A. Crisafulli, Ed. D
Assistant Superintendent