AGREEMENT BETWEEN HINSDALE SCHOOL BOARD **AND** HINSDALE FEDERATION OF TEACHERS NEA – NH, NEA 2013-2016

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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 representatives of the Federation

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

PRINCIPAL Refers to the responsible administrative head of a school or his designee

SUPERINTENDENT: Refers to responsible administrative head of the Hinsdale 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, effect School Board, hereinafter called the NEA, hereinafter called the Federa	e Board, and the Hinse	working relationship dale Federation of Te	between the Hinsdal achers, NEA-NH,		

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 power	rs,
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 warn the moneys necessary to fund this agreement in the same article as the entire school budget. 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

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

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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

Curriculum and Workshop days eight (8) days

Two (2) workshop/curriculum days at the beginning of school (subject matter at the discretion of the Superintendent).

One (1) day at the beginning of school uninterrupted time for teachers to prepare classrooms and supplies.

One (1) full school day for parent conferences at the elementary school and workshop/curriculum work at the high school.

Three (3) curriculum/workshop days (at the discretion of the superintendent)

One (1) day after the last day of school for students for clerical/cleanup.

Teachers new to the district may be required to attend up to three orientation days 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 equivalent to that of the students in their respective buildings.
- F. Except in unusual circumstances, teachers shall be notified of their teaching assignment on or before May 15, 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. Course Reimbursement: The District shall create an annual fund consisting of \$26,000.00 for 2013-2014, 27,500.00 for 2014-2015 and \$29,000.00 for 2015-16 The purpose of this fund will be to provide funding for staff development, including courses and workshops which are relevant to the employee's classification. This fund will operate in accordance with the following:
 - i. Employees may apply for reimbursement in advance of taking the course or workshop. Funds will be allocated on a first come, first serve basis but shall be limited to \$1,000.00 per employee through May 15th. After that date, any employee who has qualified expenses beyond that date may apply for additional funds, if any remain. If applications received after May 15th exceed funds available, those funds will be paid on a pro-rata basis. Applications for funds close May 30th.
 - ii. The employee shall make the request to his/her supervisor who shall review the request to ascertain if the staff development requested is job-related. In the event that the request to the supervisor is denied, the employee has the right to appeal the decision to the Superintendent.

All requests 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)

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.

Purchase orders maybe requested for prepayment of workshops and courses. The request should be at the SAU offices at least one month in advance of the workshop or course date, failure to execute a purchase order request in a timely manner may result in requiring an employee to be reimbursed for the course or workshop. Purchase order will not be issued for anticipated items, such as meals, mileage or other incidental costs.

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, request for payment must be made one week prior to the school board meeting.

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 on line at www.hnhsd.org.

- 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). Any prep time conflict around IEP meetings will be kept at a minimum based on the needs of student and parents. 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.

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. 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. 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 three day of sick time to the sick bank. This will be done on a mutually agreed time. 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 may be 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 statues.
- 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 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 make every effort to permit a teacher a sabbatical leave up to one year to return to his/her former position, as long as there has been written notification to the Board by April 1. A teacher on sabbatical leave must provide the board in writing of their

anticipated return by March 15 of the school year previous to their return. Additional sabbatical leave will be at the discretion of the superintendent and sabbatical leave for more than one year may result in a different teaching assignment within that teacher's certification.

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.

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.

<u>LEVEL A</u>. 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.

<u>LEVEL B</u>. 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.

<u>LEVEL C</u>. 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.

<u>LEVEL D</u>. 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 of 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, P.O. Box 27, Hinsdale, NH 03451

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, 2013 and shall continue and remain in full force and effect to and including August 31, 2016 (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 2013-2016

- 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:
 - 1. Credits sought beyond BA or MA must have been achieved after the awarding of a BA or MA:
 - 2. 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);
 - 3. Any track change(s) will require the prior approval of the 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. This requirement may be waived upon mutual agreement by both parties.
- 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 2013-2014

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 2013-2014 school year will be paid a \$850.00 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 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 2014-2015

Step	BA	BA +15	MA	M +15	MA +30
0	\$33,225	\$33,725	\$34,725	\$35,225	\$36,525
1	\$33,950	\$34,460	\$35,462	\$36,007	\$37,367
2	\$34,691	\$35,211	\$36,215	\$36,807	\$38,229
3	\$35,449	\$35,979	\$36,985	\$37,625	\$39,111
4	\$36,224	\$36,764	\$37,772	\$38,463	\$40,015
5	\$37,017	\$37,567	\$38,576	\$39,319	\$40,940
6	\$37,828	\$38,389	\$39,397	\$40,195	\$41,887
7	\$38,657	\$39,229	\$40,237	\$41,092	\$42,857
8	\$39,504	\$40,087	\$41,096	\$42,008	\$43,850
9	\$40,372	\$40,966	\$41,973	\$42,946	\$44,867
10	\$41,258	\$41,864	\$42,869	\$43,906	\$45,908
11	\$42,165	\$42,782	\$43,785	\$44,888	\$46,973
12	\$43,092	\$43,721	\$44,722	\$45,892	\$48,064
13	\$44,041	\$44,682	\$45,679	\$46,919	\$49,181
<u>14</u>	\$45,010	\$45,664	\$46,657	\$47,970	\$50,325
15	\$46,002	\$46,668	\$47,656	\$49,045	\$51,496

- All new employees will begin on the salary schedule including those with 15 + years of experience.
- Persons Off Step for the 2014-2015 school year will be paid a \$900.00 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 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 2015-2016

Step	BA	BA +15	MA	M +15	MA + 30
					_
0	\$33,525	\$34,025	\$35,025	\$35,525	\$36,825
1	\$34,250	\$34,760	\$35,762	\$36,307	\$37,667
2	\$34,991	\$35,511	\$36,515	\$37,107	\$38,529
3	\$35,749	\$36,279	\$37,285	\$37,925	\$39,411
4	\$36,524	\$37,064	\$38,072	\$38,763	\$40,315
5	\$37,317	\$37,867	\$38,876	\$39,619	\$41,240
6	\$38,128	\$38,689	\$39,697	\$40,495	\$42,187
7	\$38,957	\$39,529	\$40,537	\$41,392	\$43,157
8	\$39,804	\$40,387	\$41,396	\$42,308	\$44,150
9	\$40,672	\$41,266	\$42,273	\$43,246	\$45,167
10	\$41,558	\$42,164	\$43,169	\$44,206	\$46,208
11	\$42,465	\$43,082	\$44,085	\$45,188	\$47,273
12	\$43,392	\$44,021	\$45,022	\$46,192	\$48,364
13	\$44,341	\$44,982	\$45,979	\$47,219	\$49,481
14	\$45,310	\$45,964	\$46,957	\$48,270	\$50,625
15	\$46,302	\$46,968	\$47,956	\$49,345	\$51,796

- All new employees will begin on the salary schedule including those with 15 + years of experience.
- Persons Off Step for the 2015-2016 school year will be paid a \$950.00 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 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

Position	<u>Salary</u>
Add at Discourse	©2.000'.1
Athletic Director	\$2,800 paid per season, three times per year
Varsity Coaches Position	\$1,995
J.V. Coaches Position	\$1,575
J.H. Coaches Position	\$1,365
Yearbook	\$2,000
Dramatics	\$1,785
National Honor Society	\$ 945
Student Council	\$ 945
Senior Class Advisor	\$ 945
Junior Class Advisor	\$1,163
Sophomore Class Advisor	\$ 500
Freshman Class Advisor	\$ 500

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 employees 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 2013-2016 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 \$90.00 a month towards a 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 term insurance coverage to employees 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 Hinsdale School District Contract

Document: Contract- Certified				Name
Issued By: Hinsdale School District or	n			
26 Equal Pays (September 20)1 August 201_)			
26 Equal Pays (September 20)1 June 201) (Ballo	oon in June)		
21 Equal Pays (September 20)1June 201_)			
If you make no election, payments wil	l default to the bi-weekl	y schedule.		
The employee agrees to work for the S rules and regulations, and contract agreements which may be ena	-		•	-
Job Title:				
Position Information				Amount:
		Days:		
		FTE:		
		Type: Salary Sch:	Contract	
That the employee will work the above	mentioned number of d	lays;		
That the employee may be assigned on Education to occupy;	ly to such position as the	e employee is qualif	ied and certified by	the State Board of
That the District, may, without liabili amendments, and this contract shall be employee 's certificate, license, or perm	ecome void, subject to a	ppeal, if the employ	ee is removed by t	
That the contract is void unless the employed;	ployee holds a valid cred	dential to be employe	ed in the position f	or which he/she has been
That, except as provided above, this co both parties;	ntract may not be termin	nated at any time pri	or to its expiration	without the consent of
That the District and employee agree to Legislature, and all administrative rulin	be bound by all present tigs having the effect of l	t and subsequent leg law;	rislation made by th	ne New Hampshire
That the employee may choose the met year	hod of payment of his/h	er annual salary, me	thod chosen will b	e in force for the contract
That if this contract has not been signed considered that the above named employees				it will be
Employee Signature	Date	School Bo	oard Chair	Date

APPENDIX D GRIEVANCE REPORT FORM

Grievance No	Hinso	dale School District	
To(Name of Principal)	Complete in triplicate 1. Principal 2. Superintendent 3. Federation	e with copies to:	
SCHOOL:	NAME OF GRIEVANT:	DATE FIL	ED:
Date of Grievance		LEVEL A	
to the contract	rievance (be sure to include the spagreement):		
Signature		Date	
Answer given by Princip	al:		
Signature Position of Grievant:	D	ate	
Signature		Date LEVEL B	
Date received by Superin	ntendent:		
Answer given by Superin	ntendent:		

Signature	Date	
Position of Grievant:		
Signature	Date	
		LEVEL C
Date received by School Board:		-
Answer given by School Board:		
Signature	Date	2
Position of Grievant:		
Signature		ate
		LEVEL D
Date submitted to Arbitrator:		
Disposition of Arbitrator:		
Signature	Date	

APPENDIX E 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 Superintendent.

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 Superintendent 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 Superintendent 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 Superintendent 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 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 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
 - o All first year staff members will be required to use the checklist as a self-assessment tool.
 - o 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 PreparationDomain II Classroom Environment

• Domain III Instruction

• Domain IV Professional Responsibilities

Hinsdale School District

SUMMATIVE ASSESSMENT FORM			
TEACHER:	Date:		
ASSIGNMENT:	School:		
EVALUATOR:			
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.

Hinsdale School District

TEACHER SELF-EVALUATION FORM

TEACHER:	_ DATE:			
ASSIGNMENT:	SCHOO	L:		
Score/ Domain	P	С	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				
D. Mostared J. L. Duograss N. Nord to Lu				
P: Mastered I: In Progress N: Need to Im	iprove			
Administrative Comments:				
Teachers Signature:	_			
Evaluators Signature:		Date):	

IN WITNESS WHEREOF the parties have executed this Agreement as of this 18th day of March, 2013

HINSDALE SCHOOL BOARD

HINSDALE FEDERATION OF TEACHER NEA-NH, NH

Holly Kennedy, Chairperson

Dolores Keane

Jeana Major

Theresa Davis

avid A. Crisafulli, Ed. D

Superintendent

Danielle McLaughlia