

**AGREEMENT**

**BETWEEN**

**HINSDALE SCHOOL BOARD**

**AND**

**HINSDALE FEDERATION OF TEACHERS**

**NEA – NH, NEA**

**2016-2019**

## INDEX

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
	DEFINITIONS	1
	PREAMBLE	2
I	RECOGNITION	3
II	MANAGEMENT RIGHTS	3
III	PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT	3
IV	FEDERATION RIGHTS	4
	A. Building Use	
	B. Reports at Faculty Meetings	
	C. Addressing New Teachers	
	D. Posting of Notices	
	E. Federation Dues – Deducting	
	F. Use of School Equipment	
	G. Board Review	
	H. Exclusive Federation Rights	
	I. Request to Principal	
	J. Meetings with Employer	
	K. Board Policies	
	L. Representative Access	
	M. Delegate Leave	
V	TERMS AND CONDITIONS OF EMPLOYMENT	5
	A. Hiring	
	B. Number of Days	
	C. Work Day	
	D. Other Duties	
	E. Lunch Period	
	F. Assignments	
	G. & H. Personnel Files	
	I. Leaving the Building	
	J. Transporting Students	
	K. Safety of Teachers	

- L. Materials and Supplies
- M. Vacancy Notices
- N. School Calendar
- O. Course Reimbursement
- P. Lay-Offs
- Q. & R. Substituting
- S. & T. Planning Periods
- U. Evaluation Study Committee
- V. Confidential Telephone
- W. Specific Needs Training

VI	<p>LEAVES OF ABSENCE</p> <ul style="list-style-type: none"> <li>A.-C. Sick Leave</li> <li>D.-E. Military Leave</li> <li>F. Funeral Leave</li> <li>G. Professional Leave</li> <li>H. Personal Leave</li> <li>I. Jury Duty</li> <li>J. Other Leave</li> <li>K.-M. Child Bearing, Rearing, &amp; Adoptive Leave</li> <li>N. Sabbatical Leave</li> <li>O. Unpaid Leave</li> </ul>	10
VII	GRIEVANCE PROCEDURE	12
VIII	<p>MISCELLANEOUS PROVISIONS</p> <ul style="list-style-type: none"> <li>A. Non-Discrimination</li> <li>B. Printing of Agreement</li> <li>C. Discipline, Reprimand</li> <li>D. Teacher Renewal</li> <li>E. Paycheck Deductions (Credit Union)</li> <li>F. Worker's Compensation Insurance</li> </ul>	14
IX	CONFORMITY TO LAW	15
X	CHANGING THE AGREEMENT	15
XI	STRIKES AND SANCTIONS	15
XII	INSURANCE	16

XIII	NOTICES UNDER AGREEMENT	16
XIV	DURATION OF AGREEMENT	16

**APPENDICES**

A.	COMPENSATION	17
A-1 to A-3	SALARY SCHEDULES	18-20
A-4	EXTRA-CURRICULAR COMPENSATION	21
B.	INSURANCES	22
C.	NEW HAMPSHIRE ANNUAL TEACHER CONTRACT	24
D.	GRIEVANCE REPORT FORM	25
E.	STAFF ASSESSMENT	26
	SIGNATURE PAGE	32

## **DEFINITIONS**

**BOARD:** Refers to the Hinsdale School Board

**DISTRICT:** Refers to the Hinsdale School District

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

**ASSOCIATION:** Refers to the Hinsdale Federation of Teachers

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

**PRINCIPAL:** Refers to the responsible administrative head of a school or their 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

**SPECIALIST AT ELEMENTARY SCHOOL:** Will be defined as Art, Music, Physical Education, and Library

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 Association.

**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, school counselors, special education teachers, library media specialist 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. No later than September 15th of the prior year in which this Agreement expires, the Association 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, commence negotiations 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 Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement.
- C. The Board agrees not to hinder the Association 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 Association. 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 Association 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 Association will present relevant data, exchange points of view, and make proposals and counter-proposals.

#### **ARTICLE IV ASSOCIATIONS RIGHTS**

A. The Association 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 Association will, upon request, be given an opportunity to present brief reports and announcements at building faculty meetings.

C. The Association will, upon request, be allowed to address new teachers during orientation session.

D. The Association 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 the District will deduct for professional Association dues and forward such deduction to the Association Treasurer. The District shall only be responsible for deduction of the sums from teacher paychecks and for forwarding of said sums in total to the



Association Treasurer. The Association shall be notified of any teacher withdrawal or drop from payroll deductions.

F. The Association may, with permission from the Building Principal, use school equipment normally used by teachers for Association activities. However, expendable material will be at the expense of the Association.

G. Rights granted to the Association 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 Association 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 Association shall be supplied with current Board policies.

L. Authorized representatives of the Association 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 Association, an aggregate total of two (2) paid days in any school year to act as delegate(s) to the Association's 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

Curriculum and Workshop days eight (8) days:

Two (2) workshop/curriculum days before the students' first day of school (subject matter at the discretion of the Superintendent).

One (1) day before the students' first day of school of uninterrupted time for teachers to prepare classrooms and supplies.

Three (3) curriculum/workshop days of which no more than one (1) of those days may be added to the beginning / or end of the school year (at discretion of the Superintendent.)

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

One (1) day of uninterrupted time for the teachers after the last day of school for students for clerical/cleanup (the Administration will work collaboratively with the Association to minimize interruptions during this day).

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 Association 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 twenty (20) minutes after the school day for students.

The Hinsdale Middle/ High School academic start time will be 7:50 AM and academic end time of 2:45 PM. Middle High School students will not have access to the classrooms until 7:45 AM.

The Hinsdale Elementary academic start time will be 8:40 AM and academic end time of 3:20 PM. Elementary students will not have access to the classrooms until 8:35. 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, conferences with administration as required, extra help for students, open houses and district committees. Such meetings 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. Teachers will be required, at least once in their three year evaluation cycle, to serve on a district committee.

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. It is expected that teachers will be in their building during school hours. Teacher may, with permission of the building principal or designee, leave the building if they document their absence by filling out the log in their respective main offices.

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 Association agrees to submit to the Board for its consideration suggestions for the school calendar on or before December 1, of the preceding year. The Association 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 Association's input and/or suggestions set forth shall be advisory.

O. Course Reimbursement: The District shall create an annual fund consisting of \$29,000.00. 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 1st. 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 1st exceed funds available, those funds will be paid on a pro-rata basis. Applications for funds close May 30<sup>th</sup>.
- 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.
- iii. The employee shall complete the necessary Personal Course Request on the professional development web site.

All requests for reimbursement must be accompanied by a completed professional development 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). Prepayment of courses and workshops may be requested. Should the teacher receive less than a "B" or a "Pass or withdraw from the course/workshop after prepayment, the teacher will repay the district in full.

Prepayment may be requested for workshops and courses. The prepayment request must be received by SAU office one month in advance of the workshop or course.

- 1) Prepayment will not be issued for anticipated items, such as meals, mileage, hotel rooms or other incidental costs.
- 2) Payments will not be made until after the monthly school board meeting.
  - a. Request for payments must be made at least one week prior to the Board meeting if not received payment may be delayed until the following Board meeting.
  - b. Reimbursement for travel to workshops beyond twenty- five (25) miles, unless otherwise budgeted may come from this fund. Proof of mileage must accompany requests.
  - c. Payments for workshops, seminars, college courses, meals, mileage, hotel rooms or other incidental cost must have a Staff Development Reimbursement sheet filled out and receipts

attached. The form can be found at  
([https://app.smartedu.net/hinsdale/pd/template\\_user.cfm](https://app.smartedu.net/hinsdale/pd/template_user.cfm))

- d. Request for reimbursements including mileage, must be submitted within sixty (60) days of completion with the exception of additional funding at the end of the year.

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.hnhhsd.org](http://www.hnhhsd.org).

Q. Except in emergencies (determination of which shall be at the Principal's discretion) teachers shall not have to substitute during 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 a 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 middle/ high school (i.e. a minimum of seven (7) planning periods per week and a minimum of one (1) 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 Administration will work collaboratively with the association to balance types of planning and preparation as well as the needed attendance at IEP meetings.

At the elementary school every attempt, unless mutually agreed upon, by the teacher and administrator, 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 Administration will work collaboratively with the Association to balance 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 E 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 days 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 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 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 Association 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 D attached hereto) and processed in accordance with the formal procedure. Once the grievance is reduced to writing, the Association 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 Association 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 Association, the Board shall recognize a Association Grievance Committee.

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

Association 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 Association 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 Association.

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.

Note: for the 2016-2017 school year per agreement regarding “calendar creep” the following will apply:

- A. Twenty-seven (27) 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 Association and the Board subscribe to the principle that differences shall be resolved without interruption of the school program. The Association, therefore, agrees that it will not sponsor or support any strike, sanction, or work stoppage, nor will the Association sponsor or support any other concerted refusal to perform work by the 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 District 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 Association 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 July 1, 2016 and shall continue and remain in full force and effect to and including June 30, 2019 (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 2016-2019**

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.

**Note: A committee will be formed to review Appendix-A4 in the summer of 2016.**

**APPENDIX A-1  
HINSDALE SALARY SCHEDULE 2016-2017**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
<b>0</b>	36,025.00	36,525.00	37,525.00	38,025.00	39,325.00
<b>1</b>	36,750.00	37,260.00	38,262.00	38,807.00	40,167.00
<b>2</b>	37,491.00	38,011.00	39,015.00	39,607.00	41,029.00
<b>3</b>	38,249.00	38,779.00	39,785.00	40,425.00	41,911.00
<b>4</b>	39,024.00	39,564.00	40,572.00	41,263.00	42,815.00
<b>5</b>	39,817.00	40,367.00	41,376.00	42,119.00	43,740.00
<b>6</b>	40,628.00	41,189.00	42,197.00	42,995.00	44,687.00
<b>7</b>	41,457.00	42,029.00	43,037.00	43,892.00	45,657.00
<b>8</b>	42,304.00	42,887.00	43,896.00	44,808.00	46,650.00
<b>9</b>	43,172.00	43,766.00	44,773.00	45,746.00	47,667.00
<b>10</b>	44,058.00	44,664.00	45,669.00	46,706.00	48,708.00
<b>11</b>	44,965.00	45,582.00	46,585.00	47,688.00	49,773.00
<b>12</b>	45,892.00	46,521.00	47,522.00	48,692.00	50,864.00
<b>13</b>	46,841.00	47,482.00	48,479.00	49,719.00	51,981.00
<b>14</b>	47,810.00	48,464.00	49,457.00	50,770.00	53,125.00
<b>15</b>	48,802.00	49,468.00	50,456.00	51,845.00	54,296.00

- All new employees will begin on the salary schedule including those with 15 + years of experience.
- Persons Off Step for the 2016-2017 school year will be paid a \$2,500.00 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 1<sup>st</sup> 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 2017-2018**

<b>STEP</b>	<b>B</b>	<b>B15</b>	<b>M</b>	<b>M15</b>	<b>M30</b>
<b>0</b>	39,025.00	39,525.00	40,525.00	41,025.00	42,325.00
<b>1</b>	39,750.00	40,260.00	41,262.00	41,807.00	43,167.00
<b>2</b>	40,491.00	41,011.00	42,015.00	42,607.00	44,029.00
<b>3</b>	41,249.00	41,779.00	42,785.00	43,425.00	44,911.00
<b>4</b>	42,024.00	42,564.00	43,572.00	44,263.00	45,815.00
<b>5</b>	42,817.00	43,367.00	44,376.00	45,119.00	46,740.00
<b>6</b>	43,628.00	44,189.00	45,197.00	45,995.00	47,687.00
<b>7</b>	44,457.00	45,029.00	46,037.00	46,892.00	48,657.00
<b>8</b>	45,304.00	45,887.00	46,896.00	47,808.00	49,650.00
<b>9</b>	46,172.00	46,766.00	47,773.00	48,746.00	50,667.00
<b>10</b>	47,058.00	47,664.00	48,669.00	49,706.00	51,708.00
<b>11</b>	47,965.00	48,582.00	49,585.00	50,688.00	52,773.00
<b>12</b>	48,892.00	49,521.00	50,522.00	51,692.00	53,864.00
<b>13</b>	49,841.00	50,482.00	51,479.00	52,719.00	54,981.00
<b>14</b>	50,810.00	51,464.00	52,457.00	53,770.00	56,125.00
<b>15</b>	51,802.00	52,468.00	53,456.00	54,845.00	57,296.00

- All new employees will begin on the salary schedule including those with 15 + years of experience.
- Persons Off Step for the 2017-2019 school year will be paid a \$3,000.00 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 superintendent by November 1<sup>st</sup> 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 2018-2019**

<b>STEP</b>	<b>B</b>	<b>B15</b>	<b>M</b>	<b>M15</b>	<b>M30</b>
<b>0</b>	42,525.00	43,025.00	44,025.00	44,525.00	45,825.00
<b>1</b>	43,250.00	43,760.00	44,762.00	45,307.00	46,667.00
<b>2</b>	43,991.00	44,511.00	45,515.00	46,107.00	47,529.00
<b>3</b>	44,749.00	45,279.00	46,285.00	46,925.00	48,411.00
<b>4</b>	45,524.00	46,064.00	47,072.00	47,763.00	49,315.00
<b>5</b>	46,317.00	46,867.00	47,876.00	48,619.00	50,240.00
<b>6</b>	47,128.00	47,689.00	48,697.00	49,495.00	51,187.00
<b>7</b>	47,957.00	48,529.00	49,537.00	50,392.00	52,157.00
<b>8</b>	48,804.00	49,387.00	50,396.00	51,308.00	53,150.00
<b>9</b>	49,672.00	50,266.00	51,273.00	52,246.00	54,167.00
<b>10</b>	50,558.00	51,164.00	52,169.00	53,206.00	55,208.00
<b>11</b>	51,465.00	52,082.00	53,085.00	54,188.00	56,273.00
<b>12</b>	52,392.00	53,021.00	54,022.00	55,192.00	57,364.00
<b>13</b>	53,341.00	53,982.00	54,979.00	56,219.00	58,481.00
<b>14</b>	54,310.00	54,964.00	55,957.00	57,270.00	59,625.00
<b>15</b>	55,302.00	55,968.00	56,956.00	58,345.00	60,796.00

- All new employees will begin on the salary schedule including those with 15 + years of experience.
- Persons Off Step for the 2018-2019 school year will be paid a \$3,500.00 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 1<sup>st</sup> 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**

All new positions will be negotiated between Superintendent and Union President  
No Stipends will be split

Formula is .02 X number of years X base salary

**Sports**

**2016-2017**

<b>Fall Sports</b>	<b>Factor</b>	<b>Base Rate</b>
Soccer Varsity	0.06	\$ 2,161.50
Soccer- JV	0.05	\$ 1,801.25
Soccer Middle	0.04	\$ 1,441.00
Cross Country	0.06	\$ 2,161.50
Ass't Cross Country	0.05	\$ 1,801.25

**Winter Sports**

Basketball Varsity	0.07	\$ 2,521.75
Basketball- JV	0.06	\$ 2,161.50
Basketball - Middle	0.05	\$ 1,801.25
Cheering	0.05	\$ 1,801.25
Ass't Cheering	0.04	\$ 1,441.00

**Spring Sports**

Baseball/Softball- Varsity	0.06	\$ 2,161.50
Baseball/Softball- JV	0.05	\$ 1,801.25
Baseball/Softball- Middle	0.04	\$ 1,441.00
Track and Field	0.06	\$ 2,161.50
Ass't Track and Field	0.05	\$ 1,801.25

Athletic Director	0.085	\$ 9,553.83
-------------------	-------	-------------

**2017-2018**

<b>Fall Sports</b>	<b>Factor</b>	<b>Base Rate</b>
Soccer Varsity	0.065	\$ 2,536.63
Soccer- JV	0.055	\$ 2,146.38
Soccer Middle	0.045	\$ 1,756.13
Cross Country	0.065	\$ 2,536.63
Ass't Cross Country	0.055	\$ 2,146.38

**2017-2018**

<b>Spring Sports</b>	<b>Factor</b>	<b>Base Rate</b>
Baseball/Softball- Varsity	0.065	\$ 2,536.36
Baseball/Softball- JV	0.055	\$ 2,146.38
Baseball/Softball- Middle	0.045	\$ 1,756.13
Track and Field	0.065	\$ 2,536.63
Ass't Track and Field	0.055	\$ 2,146.38

Athletic Director	0.09	\$ 10,536.75
-------------------	------	--------------

**2018-2019**

<b>Fall Sports</b>	<b>Factor</b>	<b>Base Rate</b>
Soccer Varsity	0.07	\$ 2,976.75
Soccer- JV	0.06	\$ 2,551.50
Soccer Middle	0.05	\$ 2,126.25
Cross Country	0.07	\$ 2,976.75
Ass't Cross Country	0.06	\$ 2,551.50

**Winter Sports**

Basketball Varsity	0.09	\$ 3,827.25
Basketball- JV	0.08	\$ 3,402.00
Basketball - Middle	0.07	\$ 2,976.75
Cheering	0.07	\$ 2,976.75
Ass't Cheering	0.06	\$ 2,551.50

**Spring Sports**

Baseball/Softball- Varsity	0.07	\$ 2,976.75
Baseball/Softball- JV	0.06	\$ 2,551.50
Baseball/Softball- Middle	0.05	\$ 2,806.65
Track and Field	0.07	\$ 2,976.75

**Winter Sports**

Basketball Varsity	0.08	\$ 3,122.00
Basketball- JV	0.07	\$ 2,731.75
Basketball - Middle	0.06	\$ 2,341.50
Cheering	0.06	\$ 2,341.50
Ass't Cheering	0.05	\$ 1,951.25

Ass't Track and Field	0.06	\$ 2,551.50
-----------------------	------	-------------

Athletic Director	0.095	\$ 12,119.64
-------------------	-------	--------------

**Advisors****2016-2017**

	Factor	Base Rate
Year Book	0.06	\$ 2,161.50
Music/Drama	0.015	\$ 540.38
Nat'l Honor Society	0.015	\$ 540.38
Student Council	0.013	\$ 468.33
Language Club	0.015	\$ 540.38
FBLA	0.015	\$ 540.38
SALT	0.03	\$ 1,080.75
Senior Class	0.03	\$ 1,080.75
Junior Class	0.03	\$ 1,080.75
Sophomore Class	0.02	\$ 720.50
Freshman Class	0.02	\$ 720.50

**2018-2019**

	Factor	Base Rate
Year Book	0.07	\$ 2,976.75
Music/Drama	0.015	\$ 637.88
Nat'l Honor Society	0.015	\$ 637.88
Student Council	0.013	\$ 552.83
Language Club	0.015	\$ 637.88
FBLA	0.015	\$ 637.88
SALT	0.04	\$ 1,701.00
Senior Class	0.04	\$ 1,701.00
Junior Class	0.04	\$ 1,701.00
Sophomore Class	0.035	\$ 1,488.38
Freshman Class	0.035	\$ 1,488.38

**2017-2018**

	Factor	Base Rate
Year Book	0.065	\$ 2,536.63
Music/Drama	0.015	\$ 585.38
Nat'l Honor Society	0.015	\$ 585.38
Student Council	0.013	\$ 507.33
Language Club	0.015	\$ 585.38
FBLA	0.015	\$ 585.38
SALT	0.035	\$ 1,365.88
Senior Class	0.035	\$ 1,365.88
Junior Class	0.035	\$ 1,365.88
Sophomore Class	0.03	\$ 1,170.75
Freshman Class	0.03	\$ 1,170.75

**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 will have the right to choose one of the following plans:

1. BCT3TRDR R\$3/15M\$ or;
2. AB5-R \$3/15M\$1or;
3. AB15IPDED-RX10/20/45.

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:

2016-2017

BCT3TRDR R\$3/15M\$1	81%
A5B R\$3/M\$1	86%
AB15IPDED RX10/20/45	90%

2017-2018

BCT3TRDR R\$3/15M\$1	80%
A5B R\$3/M\$1	83%
AB15IPDED RX10/20/45	89%

2018-2019

BCT3TRDR R\$3/15M\$1	80%
A5B R\$3/M\$1	81%
AB15IPDED RX10/20/45	88%

Employees electing not to join one of the health plans for the entire membership year, who secure substitute health insurance coverage of comparable quality through sources other than the Hinsdale School District, and supply the district with proof of the aforementioned coverage, shall be eligible to receive a five thousand (\$5,000.00) payment upon the close of the applicable school year. The amount should not be prorated and no consideration for partial years will be given.

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 Association 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 Association 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 on

\*\* \_\_\_\_\_ 26 Equal Pays (September 201\_ - August 201\_)

\_\_\_\_\_ 26 Equal Pays (September 201\_ - June 201\_) (Balloon in June)

\_\_\_\_\_ 21 Equal Pays (September 201\_-June 201\_)

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

The employee agrees to work for the SAU 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 employee conduct.

Job Title:

**Position Information**

Amount:

Days:

FTE:

Type: Contract:

Salary Sch:

That the employee will work the above mentioned number of days;

That the employee may be assigned only to such position as the employee is qualified and certified by the State Board of Education to occupy;

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 employee is removed by the Superintendent or if the employee 's certificate, license, or permit is revoked by the Commissioner of Education;

That the contract is void unless the employee holds a valid credential to be employed in the position for which he/she has been employed;

That, except as provided above, this contract may not be terminated at any time prior to its expiration without the consent of both parties;

That the District and employee 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;

That the employee may choose the method of payment of his/her annual salary, method chosen will be in force for the contract year;

That if this contract has not been signed and returned to the Superintendent of Schools on or before \_\_\_\_\_ it will be considered that the above named employee has declined employment with the District.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
Date

**\*\* will be 27 pays for only the 2016-2017 year**

**APPENDIX D**  
**GRIEVANCE REPORT FORM**

Complete the Grievance Report form which can be found on [http://www.hnhsd.org/?page\\_id=80](http://www.hnhsd.org/?page_id=80)  
copies sent to:

1. Principal
2. Superintendent
3. Federation

**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 a 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 Four Domains of Teaching Responsibility are:

Domain I Planning and Preparation

Domain II Classroom Environment

Domain III Instruction

Domain IV Professional Responsibilities

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 five 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.

The Teacher will meet annually with his/her administrator to collaboratively establish SMART goals. Goals are intended to enhance the professional growth of the staff member. Goals can be reviewed with the evaluator at any time as to their relevancy, time line for completion or extension. The staff member's personal reflection of the goal is encouraged in order to make the process meaningful for both the staff member and the evaluator. This meeting may take place in the spring of the proceeding year, but must be completed before September 30<sup>th</sup> of the school year for which the goals apply. The teacher will put the goals in writing and submit them to the principal for approval prior to September 30<sup>th</sup>.

In order to make the evaluation process more efficient and effective, teachers who agree, may instead choose to be evaluated by a principal's designee. The following administrators are to be considered designees: the Vice-Principal, the Director of Curriculum and Instruction, the Director of Student Services and the Coordinator of Special Education.

Once an administrator is assigned to a teacher that administrator will be the primary evaluator. The principal will be the primary evaluator if a situation arises concerning teacher performance or any situation that could lead to disciplinary measures or possible non-renewal. Principals are responsible for any teacher who may need to be placed on an improvement plan or are on improvement plans.

### **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 (to be called the evaluation year) and two years with a goal setting, self- assessment and self-evaluation process (to be called supervision years).

During the evaluation year, the principal/designee will complete a formal evaluation which consists of goal setting, self-assessment, a pre-observation conference, the formal observation and a post- observation conference with the teacher prior to April 15th. The principal/designee will complete a minimum of one formal evaluation in a three year certification cycle.

The options for tenured staff during their two supervision years, and with agreement from the building principal, are as follows:

Year 1.

1. A formal observation with a summative assessment
2. Peer Collaboration
3. A portfolio

Year 2.

1. Peer Collaboration
2. A portfolio

None of the options exclude the principal from visiting classrooms to review teacher performance.

1. The evaluation year assessment will be based upon (but not limited to) formal/informal assessments of the teacher's performance relative to the Framework, the teacher's progress toward two SMART (Strategic, Measureable, Achievable, Results-oriented, Time-bound) goals mutually determined by the teacher and the supervisor and the teacher's self-assessment relative to the Framework. In preparation for writing the summative assessment, the principal will meet with the teacher to review his/her performance, teacher provided artifacts, 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.
2. Peer Collaboration requires:
  - a. 2 SMART goals related to the Framework
  - b. Training supplied by the district



- c. Two staff members, both of whom agree to be peer collaborators
  - d. A mid-year group check-in after the first semester with the principal or designee
  - e. Log sheet , artifacts and reflection
  - f. End of year dialogue and summary narrative written by the administrator to include teacher/administrative signatures.
3. Portfolio requires:
- a. 2 SMART goals related to the Framework
  - b. Training supplied by the district
  - c. A mid-year group check in after the first semester with the principal or designee
  - d. A portfolio containing artifacts, data (if applicable) and reflections
  - e. End of year dialogue and a summary narrative written by the administrator to include teacher/administrative signatures

**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 April 15<sup>th</sup>. Copies of this intent letter will be provided to the Superintendent and included in the teacher’s personnel file. The teacher and administrator will have until September 30 of the following year to develop the plan addressing the areas identified and to demonstrate progress by April 1<sup>st</sup>. If sufficient progress is not made by this time, additional action will be taken, up to and including dismissal. The improvement plan will be developed by the principal with input from:

- The teacher
- 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 description 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.

**New Teachers (non-tenured, less than five (5) years’ experience)**

The staff assessment pathway for non-tenured teachers with less than five years of experience will include both formal and summative assessments. The principal/designee will conduct a minimum of two (2) formal classroom observations assessing the teacher’s performance prior to April 30<sup>th</sup>. A minimum of one (1) of these observations will be announced and will include pre-

conference, observation, post conference. The principal/designee will write a report of the observation using the Summative 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 April 30<sup>th</sup>.

The principal/designee will complete a summative assessment on each non-tenured status teacher prior to April 30<sup>th</sup>. 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, teacher provided artifacts, 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 for on or before April 30<sup>th</sup>.

The building principal has the option to place any new staff member on a supervision cycle (as described in the tenured teacher section) after two years of exceptional evaluation performance. This does not impact on tenure, only on yearly evaluation. State law for tenure of staff will still be in effect.

#### **Self-Evaluation Danielson Checklist**

The goals of the checklist are:

- For personal reflection and self-assessment
- To help with personal goal setting
- To generate discussion with the principal

**Please note all forms can be obtained from the Executive Assistant to the Superintendent as a word document.**

**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.

## Hinsdale School District

### TEACHER SELF-EVALUATION FORM

TEACHER: \_\_\_\_\_ DATE: \_\_\_\_\_

ASSIGNMENT: \_\_\_\_\_ SCHOOL: \_\_\_\_\_

Score/ Domain	P	C	N	Teacher Self Evaluation Comments:
<b>Domain 1 : Planning &amp; Preparation</b>				
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				
<b>Domain 2: The Classroom Environment</b>				
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				
<b>Domain 3: Instruction</b>				
a) Communicating with Students				
b) Using Questioning & Discussion Techniques				
c) Engaging Students in Learning				
d) Using Assessment in Instruction				
e) Demonstrating Flexibility and Responsiveness				
<b>Domain 4: Professional Responsibilities</b>				
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: \_\_\_\_\_

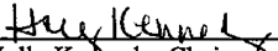
Date: \_\_\_\_\_

Evaluators Signature: \_\_\_\_\_

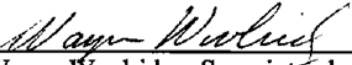
Date: \_\_\_\_\_

IN WITNESS WHEREOF the parties have executed this Agreement as of this 14<sup>th</sup> day of March 2016.

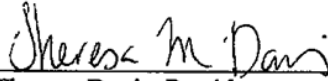
Hinsdale School Board

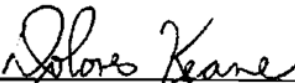
  
Holly Kennedy, Chairperson

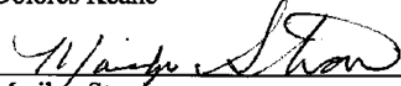
  
Sean Leary, Co-Chairperson

  
Wayne Woolridge, Superintendent

Hinsdale Federation of Teachers NEA-NH

  
Theresa Davis, President

  
Dolores Keane

  
Marilyn Strom