

**Professional Agreement**

**Between**

**THE MASCOMA VALLEY REGIONAL EDUCATION  
ASSOCIATION-NEA/NH**

and

**THE MASCOMA VALLEY REGIONAL SCHOOL BOARD**

*July 1, 2009-June 30, 2012*

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## **Preamble**

This agreement is made and entered into by and between the Mascoma Valley Regional School Board acting for the District, hereinafter called the "Board" and the Mascoma Valley Regional Education Association-NEA/New Hampshire, hereinafter called the "Association".

## **Article 1: Purpose and Intent**

- 1.01** The purpose of this agreement is to promote and maintain good relations between the Board, the Association, and the employees represented by the Association and to make clear the provisions upon which such relations depend. It is the intent of both the Board and the Association to work together to provide and maintain mutually satisfactory terms and conditions of employment and to prevent, as well as adjust, misunderstandings of grievances relating to employment arising hereunder. This agreement is made under the provisions of RSA 273-A.

## **Article 2: Recognition**

- 2.01** For the purpose of terms and conditions of employment contained within this Agreement, the Board recognizes the Association as the exclusive representative for the employees of the Mascoma Valley Regional School District: all teachers, guidance personnel, school psychologists, speech therapists, librarians, and nurses. It is agreed that said recognition is valid unless certification is lost under provisions of NH RSA 273-A or amendments. The Association agrees to represent equally all personnel covered by this Agreement without regard to membership in the Association.
- 2.02** The following employees will not, for the purposes of negotiations, be included as members of the Association: Superintendent, Principals, Assistant Principals, Business Administrator, tutors, temporary help, substitute teachers, secretarial or clerical personnel, paraprofessional personnel, food service personnel, and custodial maintenance personnel. Further additions to the Association's eligible membership list, other than those stated above, will be defined and mutually agreed upon for inclusion during negotiations of the "Professional Agreement".
- 2.03** During the term of this agreement, the Board agrees not to negotiate with any other group other than the Association with regard to any matter subject to negotiations as long as the Association shall be certified as the bargaining agent.
- 2.04** This agreement shall not preclude any bargaining unit member from appearing before the Board on his or her own behalf on matters relating to employment by the Board.

### Article 3: General Provisions

**3.01** This agreement may be altered only through the mutual consent of the parties in a written and signed amendment to this Agreement.

**3.02** An individual contract between the Board and an individual teacher heretofore or hereafter executed shall be consistent with the terms and conditions of this Agreement. If an individual contract contains language inconsistent with this Agreement, this Agreement shall be controlling .

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to, or inconsistent with, its terms.

**3.03** Copies of this Agreement between the Mascoma Valley Regional School District and the Mascoma Valley Regional Education Association-NEA/NH shall be printed, and the expenses will be shared between the Board and the Association. Within thirty (30) days after the Agreement is signed, copies will be presented to all teachers employed by the Mascoma Valley Regional School District. All incoming teachers shall receive a copy of said Agreement on issuance of their first contract. The Board shall furnish twenty (20) copies of the Agreement to the Association for its use.

**3.04** The Board and the Association agree that there shall be no illegal discrimination, and that all practices, procedures, and policies of the School District shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees, or in the application or administration of the Agreement on the basis of race, creed, color, disability, religion, national origin, age, sex, domicile, or marital status.

**3.05** The rights and privileges granted to the Association in Article 6, Association Rights, will not be granted to any other group or organization which purports to represent any employee or group of employees covered by this Agreement.

**3.06** Whenever any notice is required to be given by either party to this Agreement to the other, pursuant to this Agreement, the party shall do so at the following addresses:

**IF BY THE BOARD:**

President, MVREA-NEA/NH  
P. O. Box 223  
Enfield, NH 03748

**IF BY THE ASSOCIATION:**

Chairman, MVRSB  
P. O. Box 789  
Enfield, NH 03748

## **Article 4: Board Rights**

- 4.01** The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of managerial policy and retains the right, in accordance with applicable laws and regulations, to direct and manage all activities of the School District.
- 4.02** The parties understand that neither the Board nor the Superintendent may lawfully delegate powers, discretions and authorities which by law are vested in them, and this Agreement shall not be construed so as to limit or impair their respective statutory powers, discretions and authorities.

## **Article 5: Teacher Rights**

- 5.01** The Board recognizes the teachers' full rights of citizenship, and no religious or political activities of any teacher, or lack thereof, outside the classroom shall be grounds for any discipline or discrimination.
- 5.02** It is expected that all rules and regulations governing employee activities and conduct shall be interpreted and applied uniformly throughout the District. No member of the bargaining unit shall be required to appear before the Board or its agents for a formal hearing regarding the continuation of that member of the bargaining unit in his/her office, position, employment, or salary or any increments pertaining thereto unless he/she has been given, at least ten (10) working days in advance, a written notice of the reason for the formal hearing and shall be entitled to have such legal representation as the individual desires present to advise and represent him/her.
- 5.03** The rights granted to members of the bargaining unit hereunder shall be deemed to be in addition to those provided elsewhere. This agreement shall not be applied or interpreted so as to deprive employees of advantages heretofore enjoyed unless otherwise provided in this Agreement.

## **Article 6: Association Rights**

- 6.01** The Board agrees that the individual teacher shall have full freedom of association, self-organization, and the designation of representatives of his/her employment, and that he/she shall be free from interference, restraint, or coercion activities for the purpose of collective bargaining or their mutual aid or protection.
- 6.02** The Association and its representatives may use school buildings as follows:
- (A) BEFORE SCHOOL-prior to one-half hour before the students' school day starts
  - (B) AFTER SCHOOL- one-half hour after the students' school day ends for Association business within the guidelines determined by the building principal.
  - (C) Representatives of the Association and their affiliates shall be permitted to transact Association business on school property at all reasonable times provided that this shall not disrupt normal school operations.
- 6.03** The Association, in cooperation with the building principal, shall be given sufficient time on the agenda during a non-instructional day at the beginning of the school year to explain Association activities to teachers.
- 6.04** The Association shall be given an opportunity at faculty meetings to present announcements to members relevant to Association matters.
- 6.05** The Association and its representatives shall have the right to post notices of activities and matters of Association concern on faculty bulletin boards. The Association may use faculty mailboxes and district email for communications to members of the bargaining unit. The use of the email system will be according to the Intranet/Internet Acceptable Use Policy. The administration shall receive a copy of these communications, if requested.
- 6.06** Up to a total of five (5) days leave, non-accumulative, per year, without loss of pay, shall be granted to the Association for business, provided the Administration is notified one (1) week prior to the leave by an officer of the Association indicating the date(s) and reason. Association business is defined as attendance at the NEA/NHEA Delegates Assembly, National Conferences, workshops and negotiations.

## **Article 7: Strikes and Sanctions**

- 7.01** The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means, and agreement shall result from negotiating in good faith without interruption of the entire school program. The Association therefore agrees that it will not instigate, cause, authorize or support any strike, work stoppage, sanction "work to rule", "contract stacking", or other concerted refusal to perform work by the Association.
- 7.02** The Board shall not engage in any form of lockout against bargaining unit members.

## **Article 8: Negotiations Procedure**

- 8.01** Negotiations procedure will be consistent with NH RSA 273-A.
- 8.02** On or before September 15, prior to the expiration of this Agreement, either party may submit to the other written notice of its intent to negotiate a successor agreement concerning salaries, fringe benefits, and terms and conditions of employment.
- 8.03** During such negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. The Board and the Association will make available to one another for inspection all pertinent non-confidential records, data, and information of the Mascoma Valley Regional School District in the public domain. The Board shall make available to the President of the Association or his/her designee all notices, minutes, agendas, schedules, reports, and such other information as to assist the Association in developing constructive proposals and programs on behalf of the teachers and their students. Either party may, if it so desires, utilize the service of outside consultants and may call upon professionals and lay representatives to assist in the negotiations.
- 8.04** Any agreement reached shall be reduced to writing, signed, and dated by the Board and the Association.
- 8.05** The Board and the Association may meet on or before June 1 of the year prior to the expiration of this agreement to discuss items of mutual concern, to establish ground rules, and to establish a calendar for negotiations.
- 8.06** The Association shall present its written proposal in its entirety (including all money and language items) to the Board on or before October 1. The Board will make a counter proposal by October 15.
- 8.07** Nothing in this article shall be construed to prohibit the Board and the Association from reaching agreement at any time between the declaration of impasse and the Annual School District Meeting.
- 8.08** Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board unless and until necessary appropriations have been made by the voters of the District.



## **Article 9: Dues Deduction**

- 9.01** Upon receipt of written authorization on or before October 15, signed by the bargaining unit member, the Board agrees to deduct from the salaries of the members of the bargaining unit, dues for membership in the New Hampshire Education Association, the National Education Association, and the Mascoma Valley Regional Education Association.

## **Article 10: Teacher Contract Days**

- 10.01** The teacher contract shall be for one hundred eighty-five (185) days which shall include one hundred eighty (180) days of instruction and five (5) days of school activities and curriculum work which may occur between the third Monday in August and June 30.

- 10.02** The five (5) non-instructional days shall be used as follows: two (2) days, or their equivalent, for pre-school preparation, and one (1) day, or its equivalent, for post-school work at the elementary level, and one (1) day, or its equivalent, for pre-school preparation at the high school level. The Board/Administration will control the remaining two (2) days or their equivalent at the elementary level or four (4) days, or their equivalent, at the high school level.

- 10.03** The Board may schedule two (2) additional days between the third Monday in August and June 30. These days will be in addition to the 185 days of service outlined above.

If the Board schedules these additional days, teachers shall be paid for them at the per diem rate outlined in Appendix A. Such inservice shall be planned by a teacher/administrative/board committee. Notification of scheduling the additional days will be provided to bargaining unit members prior to June 1 of the preceding year.

## **Article 11: Teaching Hours**

- 11.01** Teachers in the Mascoma Valley Regional High School will on a daily basis work either a seven, eight or four period day as indicated below.
- 11.01.01** **Seven period day option.** On a daily basis teachers shall be assigned to no more than five (5) teaching periods requiring no more than four (4) different preparations, and one (1) duty; or the school's administration may assign teachers up to six (6) teaching periods requiring no more than four (4) different preparations. If it is necessary to assign a sixth teaching period, the administration shall first ask for volunteers who are available for that time slot. If a teacher is scheduled for a sixth teaching period, it shall be in lieu of an assigned duty. All 9-12 grade teachers shall have one (1) planning period per day equal to one (1) class period within the students' school day.
- 11.01.02** **Eight period day option 1** - On a daily basis, teachers in the Mascoma Valley Regional High School shall be assigned to teach no more than six (6) academic periods requiring no more than four (4) individual preparations; shall carry out one (1) period of assigned Class B type duties; and have one preparation period. All 9-12 grade teachers shall have one (1) planning period per day equal to one (1) class period within the students' school day.
- 11.01.03** **Eight period day option 2** - On a daily basis, teachers at the Mascoma Valley Regional High School may be assigned to teach five (5) academic periods requiring no more than four (4) individual preparations; shall carry out one (1) period of assigned Class A type duties; shall carry out one (1) period of assigned Class B type duties; and have one (1) preparation period. All 9-12 grade teachers shall have one (1) planning period per day equal to one (1) class period within the students' school day.
- 11.01.04** **Block schedule** – The eight period day may be combined with a block schedule. A block period will be the length of two of the regular periods. A teacher following a block schedule will teach no more than three blocks per semester and will have the same duty and planning period schedule as indicated in 11.01.02 above. A teacher may teach a combination of blocked and non-blocked classes provided that all other provisions of 11.01 are met.
- 11.01.05** Class A Type duties shall be defined as: Study Hall and Lunch Duty.
- Class B Type duties shall be defined as: Curriculum Development and Implementation Work, Team Planning, Departmental or Interdepartmental Planning, Interdisciplinary Planning, Development of Innovative Programming, Staff Development and Lesson Planning.
- 11.01.06** Assigned duty to monitor the girls' or boys' locker rooms for a short duration at the beginning or the end of a given class period shall be allowed in the spirit of this contract and shall not be considered a violation of the master agreement.

**11.01.07** The administration may assign a teacher on an emergency basis to cover an academic classroom, study hall, or lunch duty within the spirit of this master agreement. Further, the administration agrees to come before the executive committee of the Mascoma Valley Regional Education Association-NEA/New Hampshire to request a waiver from the assignments described above.

**11.02** Elementary classroom teachers, including special education teachers, shall have at least forty (40) minutes per day of continuous planning time within the students' school day.

**11.02.01** On a daily basis, bargaining unit members at Indian River School teaching on multiple grade levels will have no more than four (4) different academic preparations, and up to one hour of non-academic supervisory duty assignment. Teachers teaching at a single grade level may have no more than five (5) different academic preparations and up to one hour of non-academic supervisory duty assignment per day.

Exceptions:

- 1) Unified Arts teachers may have up to five different academic preparations regardless of teaching across grade levels.
- 2) Bargaining unit members whose area of specialization typically requires multiple preparations or individual and small group student work, such as Special Education teachers and Reading Specialists shall be excluded from the academic preparation restrictions of this article. These teachers will have no more than 30 minutes of non-academic supervisory duty per day.
- 3) Other special exceptions by mutual agreement between continuing contract bargaining unit member and administration in consultation with union representation. All exceptions under this section will be reduced to writing and kept on file with the executive board of the MVREA and the Superintendent.

For the purpose of this article homeroom and advisory are not considered an academic preparation.

Each Teacher at Indian River School shall have at least of 40 minutes per day of continuous planning time and a duty free lunch period of 25 minutes each day.

**11.03** All teachers shall be scheduled for a twenty-five (25) minute duty-free lunch period.

**11.04** Students shall be dismissed by 1:00 p.m. one day every month for the purpose of curriculum development, professional workshops or any other agenda determined by the administration in consultation with the professional development committee.

**11.05** Teachers will be available in the school for assigned duties during the teaching day. The teaching day for bargaining unit members shall not exceed seven (7) hours and fifteen (15) minutes. No school day shall begin before 8:00 A.M. with the exception of the circumstances indicated in 11.05.01, 11.05.02, and 11.05.03. Bargaining unit members

shall also carry out other professional responsibilities at school including but not limited to parent conferences, department and faculty meetings, which require the presence of the bargaining unit member at times in excess of the regular seven (7) hour and fifteen (15) minute work day.

- 11.05.01** Teachers working under a continuing contract (non-probationary) may, by mutual agreement, teach a portion of the normal class load either before or after the regular starting or ending time of the school day. This schedule adjustment would result in said teachers' workday being adjusted to be equal in length to teachers who follow the normal schedule. This mutual agreement will be in the form of a signed document with a copy to the MVREA President, the Principal and the Teacher.
- 11.05.02** Teachers working under a continuing contract (non-probationary) may, by mutual agreement, teach an additional class either before or after the regular starting or ending time of the school day. This additional class load will be paid at an hourly rate equal to the teacher's per diem divided by 7.25. This mutual agreement will be in the form of a signed document with a copy to the MVREA President, the Principal and the Teacher.
- 11.05.03** Teachers working under a continuing contract (non-probationary) may, by mutual agreement, perform duties before or after the regular starting or ending time of the school day. This schedule adjustment would result in said teacher's workday being adjusted to be equal in length to teachers who follow the normal schedule. This mutual agreement will be in the form of a signed document with a copy to the MVREA President, the Principal and the Teacher.
- 11.06** When students are scheduled to be with a specialist for art, music, or physical education, the teacher shall not be required to remain with the students and will use the time for class preparation, unless the administration is unable to obtain a substitute for the specialist. The Board shall make all reasonable efforts to obtain substitutes. Failure to do so shall not reduce any teacher's entitlement to daily planning time.
- 11.07** A bargaining unit member may leave the building during the school day at the discretion of the building principal.

## Article 12: Salaries

- 12.01** Salaries shall be paid in accordance with the provisions of the salary schedule contained in Appendix A.
- All members of the Bargaining Unit will be advanced to a step on the salary schedule equal to their appropriate experience and educational level.
- 12.02** Credit for teaching experience outside of the Mascoma Valley Regional School District, and provided all other requirements are met, shall be allowed in full or at a lower step on the salary schedule that is mutually agreed upon by the member and the Superintendent of Schools. The Association representative shall be notified within thirty (30) days of the Board's election of the hiree when such credit is given.
- 12.03** Credit for salary purposes may be granted for non-educational experience at an amount to be agreed upon by the member and the Superintendent. In general, no more than two (2) years' credit is to be allowed.
- 12.04** No one will be hired by the District and placed on the salary schedule at a step higher than the teachers in the system who have equal experience. **This paragraph takes precedence over all other provisions in this agreement.**

## Article 13: Reimbursement for Travel

- 13.01** Bargaining unit members, who must provide their own transportation between schools in order to perform their teaching duties during the course of the work day, shall be compensated at the current Internal Revenue Service Rate. Further, any bargaining unit members who must furnish their own transportation for the pick up and/or delivery of teaching materials shall, with prior approval of the principal, be compensated at the aforementioned prevailing rate.
- 13.02** Bargaining unit members who must furnish their own transportation to required workshops and meetings shall be reimbursed for any additional mileage beyond normal commutation to and from work, at the aforementioned prevailing rate.

## **Article 14: Extracurricular Salaries**

**14.01** Extracurricular salaries shall be paid in accordance with the provisions of Appendix B.

## **Article 15: Insurance Benefits and Provisions**

**15.01** The Board shall make payments of insurance premiums for bargaining unit members who work thirty (30) or more hours per week to assure coverage for a twelve (12) month period commencing September 1 and ending August 31. Current bargaining unit members must sign up for benefits prior to June 30 for the next school year. New hires must sign up for benefits at the time of hire.

**15.02** Bargaining unit members who terminate their contract prior to the end of the school year, lose their benefits at the end of the month in which the contract was terminated.

**15.03** In the event that a bargaining unit member, absent because of illness or injury, exhausts sick leave benefits, the Board shall continue to pay fringe benefits through the balance of the contract year.

**15.04** The Board will provide a health care subscription to bargaining unit members working thirty (30) or more hours per week as indicated in Appendix A. Members who do not elect health insurance coverage shall receive \$1,000 (one thousand) cash annually in lieu thereof, which will be paid quarterly.

**15.05** The Board will provide life insurance, accidental death and dismemberment insurance, and long-term disability insurance to members of the bargaining unit working twenty (20) or more hours per week as indicated in Appendix A.

**15.06** The Board will provide premium payment for dental insurance equivalent to Northeast Delta Dental Plan (coverage A-100%, coverage B-80% and coverage C-50%) as indicated in Appendix A for bargaining unit members working thirty (30) or more hours/week.

**15.07** Appropriate coverage for insurance will be provided beginning with the first year of employment with the District.

## **Article 16: Service Award**

**16.01** After a minimum of fifteen (15) years service in the Mascoma Valley Regional School District, any member resigning his/her position and who is eligible to be duly reelected to his/her position, will receive a service award equal to the following schedule:

<u>Years of Service</u>	<u>Service Award</u>
15	\$6,000
20	\$8,000
25	\$11,000
30	\$13,000

**16.02** Written notification of intent to retire or resign from the District must be received by the SAU office by December 1. The award will be paid within 30 days from the beginning of the next fiscal year. If written notification is received after December 1, the award will be paid within 30 days after the end of the next fiscal year. This notice of intent is for budgetary reasons only and may be withdrawn by the bargaining unit member anytime prior to April 15.

**16.03** If while under contract a bargaining unit member dies, the service award shall be paid to: (a) a beneficiary whose name has been filed with the Superintendent's office by the bargaining unit member; or (b) if no beneficiary has been designated or if the beneficiary does not survive the bargaining unit member, the award will be paid to the estate of the deceased.

## **Article 17: Professional Development and Improvement**

- 17.01** The Mascoma Valley Regional School District Professional Development Master Plan will be in accordance with regulations established by the NH Department of Education.
- 17.02** The Mascoma Valley Regional School Board will reimburse individual members of the bargaining unit for expenses incurred for professional development activities for which prior approval has been received, subject to the stipulations as outlined in 17.02.01 and 17.02.02:
- 17.02.01** Reimbursement will be limited to actual cost of conference and workshop fees, tuition for college or university courses not to exceed the prevailing UNH graduate credit rate, and lodging, meals, and travel at rates prescribed by the Professional Development Committee and approved by the Superintendent.
- 17.02.02** Reimbursement for conferences and workshop fees, tuition for college or university courses and expenses will be at a rate up to one hundred (100) percent as agreed upon between the member of the bargaining unit and his/her supervisor, within guidelines established by the Professional Development Committee and approved by the Superintendent and within the limitations of funds budgeted for this purpose. The Board in its capacity agrees not to reduce the level of funding that is budgeted for this article.
- 17.03** Bargaining unit members may receive credit toward horizontal advancement on the salary schedule, beyond the Bachelor's Degree, up to but not including the Master's Degree, and beyond the Master's Degree, up to but not including any further degree for professional development activities, based upon criteria developed by the administration and the Board in addition to formal graduate school credits. Complaints under this section shall be grievable to the level of the Superintendent of Schools, whose decision shall be final.

## **Article 18: Evaluation**

- 18.01** Evaluation will be conducted in accordance with the provisions in Appendix E: Supervision and Evaluation Plan for Educators adopted in September of 2009. This plan includes a process for annual review and amendment by mutual agreement.
- 18.02** The bargaining unit member will have access to his/her evaluation file, and may add peer or other personally acquired evaluative information to the file when desired.



## Article 19: Temporary Leaves

- 19.01 Sick Leave:** Professional staff members are entitled to fifteen (15) days annual sick leave at full pay for personal illness or illnesses in the immediate family. Immediate family shall be defined as spouse and children living in the same household. All of the unused days actually earned shall be added at the end of each fiscal year to the employee's sick leave reserve, provided that such sick leave reserve shall not exceed a total of one-hundred fifteen (115) days. The total number of accumulated days shall be available to the bargaining unit members up to the point where the bargaining unit member becomes eligible under the long-term disability program provided under this agreement. At that time, the bargaining unit member must use the benefits provided by the disability insurance program even if there are remaining accumulated sick days. Accumulated sick days may be left with the District to be available to the Bargaining Unit Member should the member return to employment in the District.
- 19.02 Extended Illness:** In the event that illness extends beyond accumulated sick leave, a member will receive any fringe benefits consistent with the income Disability Plan mentioned in Appendix A.
- 19.03 Bereavement Leave:** Bereavement leave shall be three (3) days per occurrence , non-accumulative, and shall not be applied against sick leave. It will be granted for the following reasons: death of a loved one, death of a member of the immediate family. Five (5) additional days will be granted during the school year for the death of a spouse or a child. (Immediate family, for the purpose of this paragraph, shall be interpreted as including parents, spouse, children, siblings, grandparents, aunts, uncles, nieces, nephews, and any other member of the family unit living in the same household, no matter what degree of relationship. Also included are all “in-laws” and any children of a spouse other than those of the present marriage).
- 19.04 Planned Leave:** After a teacher’s personal leave is exhausted, planned leave for personal reasons will be granted for the following reasons: religious holidays, professional development, legal matters, required appearance in court of law involving no moral turpitude on the part of the employee, extended bereavement leave, and any other reasons with the approval of the Superintendent. Planned leave may be taken prior to the use of personal days due to the following reasons: religious holidays and professional development. Planned leave shall be two (2) days per year, for professional development and two (2) additional days per year for all other purposes and additional professional development days, non-accumulative, and shall not be applied against sick leave. Days taken for professional development must match the teacher’s professional growth plan. (Immediate family, for the purpose of this paragraph, shall be interpreted as including parents, spouse, children, siblings, grandparents, aunts, uncles, nieces, nephews, and any other member of the family unit living in the same household, no matter what degree of relationship. Also included are all “in-laws” and any children of a spouse other than those of the present marriage).

**19.05** The Superintendent may extend "Bereavement or Planned Leave" beyond the five (5) days stipulation. In that case, "Bereavement or Planned Leave" becomes "extended leave" and substitute's pay is to be deducted from the member's pay for the days involved.

**19.06** **Personal Leave:** Two (2) days leave for personal, legal, business, household, or family matters which require absence during school hours and cannot be accomplished before or after the school day as defined in Article 11.05. Notification to the member's principal or other immediate supervisor for such leave shall be made at least two (2) days before taking such leave (except in the case of emergencies) and the member shall not be required to state the reason for taking such leave except that he/she is taking it under this section. Said leave may not be taken to extend vacation and holiday periods except in extenuating circumstances not controlled by the individual or in accordance with the procedure outlined in 19.06.01. Bargaining Unit members will be reimbursed annually for unused personal days at the prevailing substitute per day pay.

**19.06.01** Members may take a personal day before or after school vacations and holidays per the following conditions:

- A. Three (3) bargaining unit members each year shall be approved to take one (1) personal day before or after a holiday or school vacation.
- B. Any bargaining unit member may apply between September 1<sup>st</sup> and September 25<sup>th</sup>. The application shall be sent simultaneously to the Superintendent and the Liaison President of the Association.
- C. If more than three (3) bargaining unit members apply for this leave, selection shall be by seniority, most senior members first.
- D. If more than three (3) bargaining unit members apply for this leave, unit members who have been granted this leave most recently in the past five (5) years will be excluded from consideration.
- E. In order to use this benefit, members accepted for leave under this provision must have a sufficient personal leave balance at the date requested.
- F. The SAU shall maintain the records of leave usage under this provision.
- G. Article 19.06.01 will not diminish the Superintendent's ability to approve leave requests as stipulated in Article 19.04.

**19.07** **Physician's Statement:** Members of the bargaining unit may, at the Superintendent's discretion and at District cost, be required to present a certificate from a physician to verify illness/injury related absences if the member has been previously warned that the administration considers such absences to be questionable.

**19.08** **Unapproved Absence:** For each day of unapproved absence, members of the bargaining unit shall lose an entire day's pay. A day's pay shall be figured at 1/185th of annual salary.

**19.09**

**Civic Duty Leave:** Bargaining Unit members performing duties as shown below shall be paid by the District while they are on such duty, an amount equal to the difference, if less, between what they receive for such duty (excluding expenses) and their regular day of pay (1/185 of the contract), for each normal school day during such duty, providing the regular pay is higher.

1. Service on jury duty.
2. Annual National Guard or Military Reserve training not to exceed two (2) weeks per year.
3. Membership on the Professional Standards Board.
4. Service as an inspector of elections for local, state or national elections. This leave is not to include work on any partisan campaign on behalf of a political candidate or issue.

**19.10**

**Family Medical Leave:** Subject to Section 102 and 103 of the Public Law 103-3 (Family and Medical Leave Act of 1993) bargaining unit members shall be entitled to a total of twelve (12) work weeks of leave during a twelve (12) month period for one or more of the following:

- A. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter;
- B. Because of the placement of a son or daughter with the employee for adoption or foster care;
- C. In order to care for the spouse, or a son, or daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition;
- D. Because of a serious health condition that makes the employee unable to perform the functions of the position of said employee.

Days taken for Family Medical Leave shall be subtracted from sick pay until the sick leave reserve is used up. Additional days of leave to attain the twelve (12) work weeks of Family Medical Leave may be taken without compensation.

The Board may require that a request for leave in subparagraph (C) or (D) of section 102 (a)(1) be supported by a medical or related certification by a health care provider for a bargaining unit member.

The bargaining unit member shall be entitled under Section 104 of the Family Medical Leave Act:

- (A) To be restored by the school district to the position of employment held by the employee when the leave commenced; or
- (B) To be restored to an equivalent position with equivalent employment benefits, pay, and other terms, and conditions of employment.

- 19.11**      **Sabbatical Leave:** Any member of the bargaining unit may apply for a leave of absence for the purpose of educational improvement, providing such person has been under contract in the Mascoma Valley Regional School District for a period of not less than six (6) years and such application is filed with the Superintendent no later than December 1 of the year preceding the start of the leave.
- 19.12**      Such leave may be granted to not more than two (2) persons in the bargaining unit in any one (1) year providing their proposals are educationally sound. Selection shall be made by the Board upon recommendation of the Superintendent. The person or persons selected will receive benefits up to sixty percent (60%) and remuneration of up to sixty percent (60%) of his/her annual salary as provided under the salary schedule. One (1) alternate will be selected for a sabbatical leave when either of the recipients cancels by May 1.
- 19.13**      As a condition of final approval for sabbatical leave, a bargaining unit member must file with the Superintendent of Schools a contract agreement which stipulates that the staff member will return to the Mascoma Valley Regional School District for a period of two (2) full years immediately following the school year in which the sabbatical was taken. The bargaining unit member on sabbatical shall also be required to give either a written or oral review of his/her sabbatical to the Board during the year following the sabbatical.
- 19.14**      If the bargaining unit member terminates employment prior to completion of this required two (2) year period, he/she must repay the District the full amount of salary and expenses granted by the District for the sabbatical. The staff member shall sign a statement in the form of a promissory note indicating the amounts, methods, and schedule of repayments required. Repayment is not required if the member dies or is permanently disabled during the sabbatical or the subsequent two (2) year employment period.
- 19.15**      A teacher returning from sabbatical leave shall be given credit for seniority and salary purposes for all time while on leave of absence on sabbatical leave.

## Article 20: Unpaid Leaves of Absence

- 20.01**     **Health:** In those instances where a teacher's health warrants it, a health leave certified as necessary by a medical doctor, may, upon request, after three (3) continuous years of service, be granted up to one (1) year plus the unfinished year. A leave of absence of up to one (1) year may be granted after three (3) years of service for the purpose of caring for a sick member of the member's immediate family (as defined in Article 19) upon recommendation of the Superintendent and approval of the Board.
- 20.02**     **Child Rearing:** A leave of absence of up to one (1) year may be granted to any member of the bargaining unit for the purpose of raising a pre-school child upon recommendation of the Superintendent. All benefits prior to this unpaid leave will be retained by the individual upon return to employment.
- General Provisions:**
- 20.03**     The Superintendent may, at his/her discretion, extend any unpaid leave that has been granted to a member.
- 20.04**     Other requests for leaves of absence for special reasons may be granted at the sole discretion of the Board upon recommendation of the Superintendent.
- 20.05**     Return from leave shall coincide with the beginning of the school year.
- 20.06**     Return during the school year shall be at the discretion of the Superintendent. A member returning shall be assigned to the same position or equivalent position, if available. If a member has had an extracurricular assignment prior to the leave of absence, the same assignment or a similar one, if available, shall be made upon the member's return.
- 20.07**     A member on unpaid leave shall not be denied the opportunity to substitute in the School District by reason of the fact that he/she is on a leave of absence.
- 20.08**     Members on unpaid leave of absence shall continue to be considered members of the bargaining unit and shall be eligible for negotiated insurance benefits by paying the full cost of such benefits.
- 20.09**     Academic Study, Foreign Exchange Program, or Vocational Programs: A leave of absence of one (1) year may be granted by the Mascoma Valley Regional School Board to any teacher upon the recommendation of the Superintendent for the purpose of academic study at an accredited college or university, participating in a foreign exchange program, or a work/training program related to a vocational teaching area. Upon return from such leave for academic study or vocational training, the teacher shall be placed onto the salary schedule at the step which he/she was entitled before leave was granted. Upon return from leave for teaching in a foreign exchange program, the teacher will be placed on the salary schedule at the step which he/she would be on if he/she had taught that year in the District. In both cases, earned benefits shall be retained.

**20.10**      **Public Service:** Leaves may be granted to serve in public office or required military service. Such leaves may be granted annually and renewed annually for the length of the term of office or service. In addition, a reasonable period of time may be granted to a member for the purpose of campaigning for public office.

**20.11**      A member on annual leave must notify the Superintendent in writing of his/her intent to return to his/her position by March 1 preceding the beginning of the school year in which he/she intends to return to work.

## **Article 21: Grievance Procedure**

### **Definitions:**

**21.01**      A grievance means an alleged violation, misinterpretation or misapplication with respect to one or more employees, of any provisions of this agreement. A teacher is any person in the bargaining unit covered by this Agreement.

**21.02**      An "aggrieved party" is the person or persons making the complaint. The Board, a teacher, or a group of teachers may file a grievance, or the Association may file a grievance on behalf of the teacher. "Days" in this Article refers to school days.

**21.03**      Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved party to proceed to the next step.

### **Submission of Grievances:**

**21.04**      The right for presentation of grievances shall include only those items negotiated by this agreement.

**21.05**      Before submission of a written grievance, the aggrieved party must attempt to resolve it informally with the grievant's principal. The grievant shall inform the principal that the informal stage of the grievance procedure is being pursued.

**21.06**      The Association shall not submit a grievance without the written consent of the bargaining unit member. The Association, upon request, will provide the Board with a copy of the written consent of the bargaining unit member, submitted on a form approved by the Board and the Association.

**21.07**      A grievance shall be deemed waived unless it is submitted within fifteen (15) days after either the aggrieved party or the Association knew the events or conditions on which it is based.

## **Processing a Grievance:**

### **Level One-The Principal**

**21.08** If as a result of discussions with the grievant's Principal, the conflict is not resolved to the satisfaction of the grievant within five (5) days, he/she shall submit the grievance in writing to the Principal. (Unless the grievant or the aggrieved party elects to follow the oral procedures outlined in RSA 273-A, II), each grievance must identify:

1. The aggrieved party;
2. The nature of the grievance;
3. The provisions of contract policy or practice violated;
4. The action requested.

The principal shall communicate the decision in writing to the teacher and to the Association within five (5) days of receipt of the written grievance.

**21.08.01** Grievances concerning decisions or actions by the Superintendent or the School Board may be initiated at level 2 of the grievance process.

### **Level Two-The Superintendent**

**21.09** If an aggrieved party is not satisfied with the response of the building principal, or if no response is received within five (5) days after submission of the grievance, the aggrieved party may submit a copy of the grievance to the Superintendent of Schools within five (5) days.

**21.10** The Superintendent or his/her designated representative shall meet with the grievant to attempt to resolve the matter as quickly as possible but within a period not to exceed five (5) days. The Superintendent shall communicate the decision in writing to the member and the Association within five (5) days after the meeting. If the aggrieved party is not satisfied with the response of the Superintendent, a written appeal may be submitted to the School Board within five (5) days after the Superintendent's decision is received.

### **Level Three-The Board**

**21.11** The School Board or its designated committee shall meet with the aggrieved party within fifteen (15) days to attempt to resolve the matter. The Board shall communicate its decision in writing within ten (10) days following the meeting with the aggrieved party.

**21.12** In the case of the grievance by the Board to the Association, the Association or its designated committee shall meet with the Board or its representative within fifteen (15) school days of receipt of the written grievance to attempt to resolve the issue. The Association shall communicate its decision in writing within ten (10) days of said meeting.

- 21.13** In the event the Association or the Board is not satisfied with the decision of the other with respect to a grievance, it may, within fifteen (15) days after receiving the decision, initiate a request for arbitration.
- 21.14** The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within five (5) calendar days, the American Arbitration Association will be notified and requested to submit a roster of persons qualified to function as arbitrator.
- 21.15** If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association submit a second roster of names.
- 21.16** If the parties are unable to determine within ten (10) days of the initial request for arbitration a mutually satisfactory arbitrator from the second list, the American Arbitration Association may be requested by either party to designate an arbitrator.
- 21.17** The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she shall be bound by, and must comply with, all of the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in any way, any provisions of this Agreement. The arbitrator may award a "make whole recommendation" but may apply no penalty payments. The arbitrator shall have no power to make any award involving "cost items" beyond those appropriated by the School District.
- 21.18** The Board, the aggrieved, and the Association shall receive copies of the arbitrator's report. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing. The finding of the arbitrator shall be binding.
- 21.19** The costs of services of an arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expense shall be paid by the party incurring same.

#### **Rights of Teachers to Representation**

- 21.20** An aggrieved party may be represented at all stages of the grievance procedure by himself /herself or the Association.
- 21.21** When a teacher is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of a written grievance to the Principal or any higher level, be notified by the principal that the grievance is in process. The Association shall have the right to be present and present its position at all hearing sessions held concerning such grievance and shall receive a copy of all decisions rendered. Any resolution of this grievance shall not be inconsistent with the terms of this Agreement.



**21.22** The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievance.

### **Rights to Withdraw a Grievance**

**21.23** A grievance shall at all times and throughout all steps of this procedure remain the exclusive property of the grievant, who shall retain the right to withdraw the grievance at any time or at any step of the grievance procedure. Withdrawal of a grievance shall be presented in writing to the Superintendent of Schools and a copy forwarded to the Chairman of the Board and the Association.

### **Records**

**21.24** All documents, communications, and records dealing with the processing of a grievance may be filed provided, however, that such documents, communications or records shall not be forwarded to any prospective employer of the grievant. A copy of such grievance(s) shall, upon request, be given to the employee. Grievance forms are represented in Appendix D and may be duplicated.

## **Article 22: Reduction in Personnel**

**22.01** The Mascoma Valley Regional School District has the right to decrease the number of members of the bargaining unit because of a decrease in enrollment within a grade level or program or discontinuance or reduction of a program. Whenever this shall occur, the Superintendent shall, prior to March 31, notify members of the bargaining unit within equal certification of the intent to fail to re-nominate but only in the inverse order of election. Equal certification shall mean elementary K-8 and High School 9-12.

**22.02** During the two (2) years after failure to be re-nominated because of reduction in force, such members of the bargaining unit shall be re-nominated and re-elected, according to seniority, to fill vacancies for which they are qualified and currently certified. Such re-nomination shall not result in loss of credit for prior years of service.

**22.03** There shall be notification by January 1 of the current year by the teacher as to his/her availability and current address.

**22.04** Bargaining unit members who are unemployed as a result of reduction in force under this article shall be eligible to substitute in the District.

## **Article 23: Duration**

- 23.01** The provisions of this agreement will become effective as of July 1, 2009, and shall continue until June 30, 2012.
- 23.02** The provisions of this agreement shall remain in effect until a successor agreement is reached.
- 23.03** However, should parties agree to negotiate (an) item(s), said item(s) may be discussed without affecting the application of the other provisions of this agreement.

## **Article 24: Sick Bank**

- 24.01** A sick leave bank will be established to be used for absences for medical reasons after the bargaining unit member has exhausted sick leave benefits. Each bargaining unit member electing to participate in the bank shall contribute two (2) of his/her sick days to the bank. The days in the bank shall accumulate from year to year, to a maximum of two hundred (200) days. It shall be agreed that on July 1, 1994 the sick bank is fully vested with two hundred (200) days. If the maximum of two hundred (200) days is obtained, then new bargaining unit members may join the sick bank without contributing to the sick bank. If the level of days in the sick bank falls below one hundred seventy-five (175), then bargaining unit members will be asked to contribute an additional day until the maximum of two hundred (200) is once again reached. A four (4) member committee from the Association shall receive applications and determine eligibility for request of days from the sick bank. Any teacher who has received disability payments from the disability insurance policy may not receive sick bank benefits for personal illness for which disability payments were received.

(It was agreed that the Association would submit a list of all bargaining unit members who are eligible to receive days from the sick bank and will submit the names of the screening committee to the Superintendent of Schools.)

- 24.02** The sick bank days shall be used to cover those days between the time an individual bargaining unit member's accumulated sick days expire and when the member becomes eligible for disability.

## **Article 25: Just Cause**

- 25.01** The Superintendent or his/her designee shall notify a teacher in writing as soon as there is evidence of any alleged delinquencies, indicate expected correction, and indicate a reasonable period of correction.
- 25.02** Alleged breaches of discipline shall be reported to the offending teacher.
- 25.03** The teacher shall at all times be entitled to have present counsel (legal, Association, and/or lay) when he/she is being formally reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance.
- 25.04** No teacher shall be discharged, suspended, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the teacher and his/her designee.
- 25.05** This article will not apply to the non-renewal of a probationary teacher as provided for in RSA 189:14a: Failure to be Re-nominated or Re-elected.

## **Article 26: Early Retirement**

- 26.01** The District will offer an Early Retirement Option to the Bargaining Unit Members. Any member that has had at least fifteen (15) years of service in the District, and is on at least step fifteen (15) will qualify for the Early Retirement Option; however, any member that retired prior to July 1, 2001 and who was eligible for retiree health insurance under the provisions of this agreement that were in effect on his/her retirement date shall continue to be eligible for retiree health insurance. The District will maintain the retired members on the District's health insurance at the same level (single, two person, family) that the member is on at the time of early retirement. There shall be a cap on the District's cost of \$6,000 per retiree per year. The "Retired" teacher will continue to pay for the portion of insurance paid by the District at the same rate as the active Bargaining Unit Members. Notwithstanding any other provision in this Agreement, in no event shall the District expend more than \$75,000 *per year* for the duration of this contract for all retirees. In the event that the amounts payable for eligible retirees would exceed said aggregate annual cap in any year, said aggregate annual cap amount shall be divided equally between all eligible retirees.

Bargaining unit members who retire after June 30, 2009 will not be eligible to receive payment through this benefit for Medicare supplemental insurance. Those who have retired prior to this date will be grandfathered for payments toward Medicare supplemental insurance.

The Mascoma Valley Regional Education Association-NEA/NH and the Mascoma Valley Regional School Board agree to the terms of this contract and adopt the attached Appendix A: Economic Benefits; Appendix B: Extracurricular Activities; Appendix C: Academic Duty Stipend; Appendix D: Grievance Forms; and Appendix E: Supervision and Evaluation Plan for Educators.

**Mascoma Valley Regional Education Association**

BY: \_\_\_\_\_

Witness: \_\_\_\_\_

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

**Mascoma Valley Regional School Board**

BY: \_\_\_\_\_

Witness: \_\_\_\_\_

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

## *Appendix A*

### *Economic Benefits*

Bargaining unit members who achieve National Board for Professional Teaching Standards certification shall receive a single payment equal to 12% of their current annual salary as indicated on the teachers' salary schedule. This stipend will not be paid again to the same teacher until National Board re-certification occurs.

Members of the bargaining unit will notify the Superintendent's office by November 1<sup>st</sup> during the school year prior to the year they anticipate achieving National Board for Professional Teaching Standards certification. Receipt of official notification of such certification must be received in the Superintendent's office in order to be awarded the above stipend and the award will be made within sixty (60) days. The same process will occur with National Board re-certification.

#### **Salary Schedule:**

All bargaining unit salary levels shall be derived from the salary schedules included in this Appendix for each year of this agreement.

Each year everyone qualifying for a step will receive one.

Members of the bargaining unit will notify the Superintendent's office by December 1 if they are taking or anticipate taking courses during the school year or the following summer which will result in salary adjustments. Salary adjustments will be made for approved courses upon receipt of official transcripts until October 1 of the contract year. No salary adjustments will be made after October 1.

The Mascoma Valley Regional School District and the Mascoma Valley Regional Education Association acknowledge that Appendix A of the Collective Bargaining Agreement reads in part as follows:

Bargaining unit members may elect once a year at the time they sign their contract, to be paid in twenty-two (22) rather than twenty-six (26) payments.

The District and the Association also acknowledge that for many years bargaining unit members who have been paid in twenty-two (22) payments have also participated in a tax-sheltered annuity.

The District and the Association agree to continue the practice of allowing bargaining unit members being paid in twenty-two (22) payments to participate in a tax-sheltered annuity.

All bargaining unit members employed by the Mascoma Valley Regional School District will enter the step and track in accordance with years of service and appropriate degree as determined by the Superintendent of Schools.

Bargaining unit members may elect, once a year at the time they sign their contract, to be paid in twenty-two (22) rather than twenty-six (26) payments.

Extra working days beyond the one-hundred and eighty-five (185) contract days will be paid at the rate of 1/185th of the employee's contracted annual salary.

### **Benefits**

The Board will provide health care subscription to New Hampshire School Health Care Coalition: School Care, or its equivalent as determined by the process below to those bargaining unit members working thirty (30) or more hours per week as indicated in Appendix A. Bargaining unit members may enroll in single, two person or family coverage in either the HMO or POS plan. Each participating bargaining unit member shall contribute 14% of the total premium. Unit members hired after January 1, 2010 who choose the POS plan will pay the difference between the full cost of the POS plan and 86% of the HMO plan.

Should the School Board or Association seek to consider alternative health insurance plans, the parties seeking the change shall notify the other party by January 1. The Association will appoint three (3) representatives and the School Board will appoint three (3) representatives to a committee. This committee shall in fact meet to discuss any such options and may bring in consultants to assist in exploring alternative plans. This committee shall present its findings to the Association and School Board for ratification of any such changes no later than March 1. Should the parties not be able to agree on a change, either party may submit the matter to final binding arbitration. The matter shall be submitted to arbitration no later than March 30 and an arbitration award will be issued by April 30. The issue before the arbitrator shall be whether the alternative insurance plan provides employees equivalent coverage and benefits to the existing plan. If so, the agreement shall be modified to reflect the change, if not the current plan shall remain in effect.

If there is a change to an alternative plan and there is a premium cost savings, fifty percent (50%) of the savings will be divided equally among all bargaining unit members who participate in the health insurance plan. This sharing of savings shall occur only during the first year of the change. Cost savings shall be calculated by subtracting the projected cost of insurance of the alternative plan from the projected cost of insurance from the current provider.

Members who do not elect health insurance coverage and can provide proof that they have other insurance coverage, and, as a result, decreases the District health insurance program cost to a lower level for the entire school year (e.g. family to two-person; two-person to single; single to no insurance) shall receive \$1000 (one thousand dollars) cash in lieu thereof. It is understood that this incentive is to be received only when an

employee voluntarily lowers their insurance coverage and not when a qualifying event causes the coverage to be lowered automatically. The intent of this incentive is that the \$1000 (one thousand dollar) payment would continue for each year that the employee would continue to be eligible (based on employment, family members, and proof of other health insurance coverage) for this incentive.

The Mascoma Valley Regional School District will provide premium payment for dental insurance equivalent to Northeast Delta Dental Association (coverage A-100%; coverage B-80%; coverage C-50%). The School Board will pay the full cost of this benefit for bargaining unit members working thirty (30) or more hours per week. For those bargaining unit members working fifty percent (50%) and until they reach thirty (30) hours of employment, a pro rata share of the dental cost will be paid by the Mascoma Valley Regional School District.

The Mascoma Valley Regional School District will provide premium payment of an accidental death and dismemberment program the same or equivalent to the plan in effect in the 2002-2003 school year (annual pay rounded to nearest \$500). The Mascoma Valley Regional School District will provide premium payment for the current disability program or equivalent to the plan in effect in the 2002-03 school year (90 day waiting period, 60% of monthly pay up to \$4000, payments to age 65). The Mascoma Valley Regional School District will provide premium payment for the current life insurance program or its equivalent.

Reimbursement for approved travel under Article 13 of this contract will be at the current Internal Revenue Service rate.

**Appendix A (cont.)  
Economic Benefits**

***Teachers Salary Schedule  
2009-2010***

<b>STEP</b>	<b>BACH</b>	<b>BACH+15</b>	<b>BACH+30</b>	<b>BACH+45</b>	<b>MASTERS</b>	<b>MASTERS+ 15</b>	<b>MASTERS+ 30</b>	<b>MASTERS+ 45</b>
<b>0</b>	30,218	31,077	31,960	32,868	32,868	33,802	34,763	35,751
<b>1</b>	31,177	32,063	32,974	33,911	33,911	34,875	35,866	36,886
<b>2</b>	32,166	33,081	34,021	34,988	34,988	35,982	37,005	38,056
<b>3</b>	33,187	34,131	35,101	36,098	36,098	37,124	38,179	39,264
<b>4</b>	34,241	35,214	36,215	37,244	37,244	38,302	39,391	40,510
<b>5</b>	35,328	36,332	37,364	38,426	38,426	39,518	40,641	41,796
<b>6</b>	36,449	37,485	38,550	39,646	39,646	40,772	41,931	43,123
<b>7</b>	37,606	38,675	39,774	40,904	40,904	42,067	43,262	44,492
<b>8</b>	38,799	39,902	41,036	42,202	42,202	43,402	44,635	45,904
<b>9</b>	40,031	41,169	42,339	43,542	43,542	44,779	46,052	47,361
<b>10</b>	41,301	42,475	43,682	44,924	44,924	46,201	47,514	48,864
<b>11</b>	42,612	43,823	45,069	46,350	46,350	47,667	49,022	50,415
<b>12</b>	43,965	45,214	46,499	47,821	47,821	49,180	50,578	52,015
<b>13</b>	45,360	46,649	47,975	49,339	49,339	50,741	52,183	53,666
<b>14</b>	46,800	48,130	49,498	50,905	50,905	52,351	53,839	55,369
<b>15</b>	48,286	49,658	51,069	52,520	52,520	54,013	55,548	57,127
<b>16</b>	49,818	51,234	52,690	54,187	54,187	55,727	57,311	58,940



## *Teachers Salary Schedule*

**2010-2011**

STEP	BACH	BACH+15	BACH+30	BACH+45	MASTERS	MASTERS+ 15	MASTERS+ 30	MASTERS+ 45
<b>0</b>	30,671	31,543	32,439	33,361	33,361	34,309	35,284	36,287
<b>1</b>	31,645	32,544	33,469	34,420	34,420	35,398	36,404	37,439
<b>2</b>	32,649	33,577	34,531	35,512	35,512	36,522	37,560	38,627
<b>3</b>	33,685	34,643	35,627	36,640	36,640	37,681	38,752	39,853
<b>4</b>	34,754	35,742	36,758	37,803	37,803	38,877	39,982	41,118
<b>5</b>	35,858	36,877	37,925	39,002	39,002	40,111	41,251	42,423
<b>6</b>	36,996	38,047	39,128	40,240	40,240	41,384	42,560	43,770
<b>7</b>	38,170	39,255	40,370	41,518	41,518	42,698	43,911	45,159
<b>8</b>	39,381	40,501	41,652	42,835	42,835	44,053	45,305	46,592
<b>9</b>	40,631	41,786	42,974	44,195	44,195	45,451	46,743	48,071
<b>10</b>	41,921	43,112	44,338	45,598	45,598	46,894	48,226	49,597
<b>11</b>	43,252	44,481	45,745	47,045	47,045	48,382	49,757	51,171
<b>12</b>	44,624	45,893	47,197	48,538	48,538	49,918	51,336	52,795
<b>13</b>	46,041	47,349	48,695	50,079	50,079	51,502	52,966	54,471
<b>14</b>	47,502	48,852	50,240	51,668	51,668	53,137	54,647	56,200
<b>15</b>	49,010	50,403	51,835	53,308	53,308	54,823	56,381	57,984
<b>16</b>	50,565	52,002	53,480	55,000	55,000	56,563	58,171	59,824

## *Teachers Salary Schedule*

**2011-2012**

STEP	BACH	BACH+15	BACH+30	BACH+45	MASTERS	MASTERS+ 15	MASTERS+ 30	MASTERS+ 45
<b>0</b>	31,438	32,331	33,250	34,195	34,195	35,167	36,166	37,194
<b>1</b>	32,436	33,358	34,306	35,280	35,280	36,283	37,314	38,375
<b>2</b>	33,465	34,416	35,394	36,400	36,400	37,435	38,499	39,593
<b>3</b>	34,527	35,509	36,518	37,556	37,556	38,623	39,721	40,849
<b>4</b>	35,623	36,636	37,677	38,748	38,748	39,849	40,981	42,146
<b>5</b>	36,754	37,799	38,873	39,978	39,978	41,114	42,282	43,484
<b>6</b>	37,921	38,998	40,107	41,246	41,246	42,419	43,624	44,864
<b>7</b>	39,124	40,236	41,380	42,556	42,556	43,765	45,009	46,288
<b>8</b>	40,366	41,513	42,693	43,906	43,906	45,154	46,437	47,757
<b>9</b>	41,647	42,831	44,048	45,300	45,300	46,587	47,911	49,273
<b>10</b>	42,969	44,190	45,446	46,738	46,738	48,066	49,432	50,837
<b>11</b>	44,333	45,593	46,889	48,221	48,221	49,592	51,001	52,450
<b>12</b>	45,740	47,040	48,377	49,752	49,752	51,166	52,620	54,115
<b>13</b>	47,192	48,533	49,912	51,331	51,331	52,790	54,290	55,833
<b>14</b>	48,690	50,073	51,496	52,960	52,960	54,465	56,013	57,605
<b>15</b>	50,235	51,663	53,131	54,641	54,641	56,194	57,791	59,433
<b>16</b>	51,830	53,303	54,817	56,375	56,375	57,977	59,625	61,320

## Appendix B

### *Extracurricular & Academic Duty Activities*

This schedule is designed to recognize the differing lengths of seasons, size of program, size of audience, and general responsibilities of each coaching assignment. In compliance with Title IX, equal pay is provided regardless of sex/gender. When fewer games are played by one team in the same sport, the salary will be prorated accordingly at the discretion of the administration.

Each year everyone qualifying for a step will receive one.

#### **Schedule “B”**

Varsity Basketball (boys & girls)

#### **Schedule “C”**

Junior Varsity Basketball (boys & girls)

#### **Schedule “D”**

Varsity Baseball

Varsity Soccer

Varsity Field Hockey

Varsity Softball

Varsity Cross-Country

Varsity Volleyball

#### **Schedule “E”**

High School Competitive Academic Team Advisor

Middle School Basketball-Grades 7 & 8 (Boys and Girls)

#### **Schedule “F”**

Elementary Competitive Academic Team Advisor

Junior High School Competitive Academic Team Advisor

Junior Varsity Baseball

Junior Varsity Softball

Junior Varsity Soccer

Junior Varsity Field Hockey

Junior Varsity Volleyball

#### **Schedule “G”**

Middle School Baseball-Grades 7 & 8

Middle School Softball-Grades 7 & 8

Middle School Soccer-Grades 7 & 8

Middle School Field Hockey- Grades 7 & 8

Yearbook

Computer Club

Middle School Jazz Band Director

Middle School Meistersingers Director

Drama – 1 stipend per production; limit to two (2) productions per year

**Schedule “H”**

High School Class Advisor  
High School Music Director  
Elementary Intramural: Canaan & Enfield  
Senior Math Team  
Intermediate Math Team  
Junior Math Team  
Future Business Leaders of America  
Honor Society  
Student Council Advisor  
Junior High Intramural

**Schedule “I”**

Ninth Grade Orientation Coordinators – limit of two (2) stipends, stipend may be shared

In the event that a new extracurricular position is created during the life of this agreement, the Superintendent and the Presiding chair of the MVREA shall jointly recommend the salary level that the new position should properly be placed. This will be subject to Board approval. The decision reached through this process shall be subject to review during the next regular round of negotiations between the Association and the Board.

Placement of new coaches on the extracurricular activities schedule will occur as follows:

1. The Athletic Director or the Athletic Program Coordinator at the Middle School and the building administrator will make a recommendation to the Superintendent of Schools as to where a new coach should be placed on the Master Extracurricular Schedule.
2. The Superintendent will then make a recommendation to the Board.

*Extracurricular Activities*  
**MASTER EXTRACURRICULAR ACTIVITIES SALARY  
SCHEDULES**

*July 1, 2009 – June 30, 2012*

<b>STEP</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
<b>0</b>	\$2,021	\$1,734	\$1,513	\$1,513	\$1,305	\$1,073	\$1,374	\$599
<b>1</b>	\$2,262	\$1,904	\$1,763	\$1,628	\$1,419	\$1,211	\$0	\$0
<b>2</b>	\$2,492	\$2,098	\$2,003	\$1,763	\$1,545	\$1,325	\$0	\$0
<b>3</b>	\$2,742	\$2,280	\$2,243	\$0	\$1,660	\$0	\$0	\$0
<b>4</b>	\$2,993	\$2,443	\$2,474	\$0	\$1,786	\$0	\$0	\$0

*Appendix C*

Each position of Appendix C will follow the Appendix B salary schedule.

**Appendix C**

Academic Duty Schedule

Schedule “H”

Curriculum Coordinator

Schedule “T”

Professional Development Coordinator

Teacher Mentor

In the event that a new Academic Duty position is created during the life of this agreement, the Superintendent and the Presiding chair of the MVREA shall jointly recommend the salary level that the new position should properly be placed. This will be subject to Board approval. The decision reached through this process shall be subject to review during the next regular round of negotiations between the Association and the Board.

*Appendix D*

*Grievance Adjustment Form A*

**Complaint By The Aggrieved Person**

**(To be completed within five (5) days after the informal meeting with the principal.)**

**Please Type or Print:**

Name of Complainant: \_\_\_\_\_

Date of Filing: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Telephone Number: (\_\_\_\_\_) \_\_\_\_\_

Name of School: \_\_\_\_\_

Position: \_\_\_\_\_

School Address: \_\_\_\_\_

School Telephone Number: (\_\_\_\_\_) \_\_\_\_\_

Principal: \_\_\_\_\_

Is the MVREA-NEA/NH or its representative representing you? \_\_\_\_\_

If so, the Grievance representative will be: \_\_\_\_\_

Provision of the Master Contract Allegedly Violated: Article \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Action Requested: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Complainant: \_\_\_\_\_

Note: Keep one (1) copy of this form and send a copy to:

a. Principal

b. Superintendent

c. Grievance Representative

d. Grievance Committee Chairman

*Appendix D (cont.)*

***Grievance Adjustment Form B***

**Decision of the Principal**

**(To be completed within five (5) days after the receipt of the written grievance.)**

**Please Type or Print:**

Aggrieved Person: \_\_\_\_\_

Date of Formal Grievance Presentation: \_\_\_\_\_

School: \_\_\_\_\_

Principal: \_\_\_\_\_

Decision of the Principal and Reasons Therefore: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of Decision: \_\_\_\_\_

Signature of Immediate Supervisor: \_\_\_\_\_

Aggrieved Person's Response: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(To be completed by Aggrieved within five (5) days of the principal's decision and sent to the Superintendent of Schools-SAU # 62.)**

I (do) (do not) accept the above decision.

Signature of Aggrieved Person: \_\_\_\_\_

Date of Response: \_\_\_\_\_

*Appendix D (cont.)*

***Grievance Adjustment Form C***

**Decision of the Superintendent-SAU # 62**

**(To be completed within five (5) days after the receipt of Form B-Decision of the Principal.)**

**Please Type or Print:**

Aggrieved Person: \_\_\_\_\_

Date of Formal Grievance Presentation: \_\_\_\_\_

School: \_\_\_\_\_

Principal \_\_\_\_\_

Decision of the Superintendent and Reasons Therefore: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of the Superintendent: \_\_\_\_\_

Date of Decision: \_\_\_\_\_

Aggrieved Person's Response: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(To be completed by Aggrieved Person within five (5) days of decision and sent to the School Board.)**

I (do) (do not) accept the above decision.

Signature of Aggrieved Person: \_\_\_\_\_

Date of Response: \_\_\_\_\_



*Appendix D (cont.)*

***Grievance Adjustment Form D***

**Decision of the Mascoma Valley Regional School Board**

**(To be completed within ten (10) days following the meeting with the aggrieved party)**

**Please Type or Print:**

Aggrieved Person: \_\_\_\_\_

Date of Formal Grievance Presentation: \_\_\_\_\_

School: \_\_\_\_\_

Principal \_\_\_\_\_

Decision of the Mascoma Valley Regional School Board and Reasons Therefore: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of the Chairperson of the School Board: \_\_\_\_\_

Date of Decision: \_\_\_\_\_

Aggrieved Person's Response: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(To be completed by Aggrieved Person within fifteen (15) days of receiving the decision and sent to the School Board and Superintendent.)**

I (do) (do not) accept the above decision.

Signature of Aggrieved Person: \_\_\_\_\_

Date of Response: \_\_\_\_\_

*Appendix D (cont.)*

*Grievance Adjustment Form E*

**Grievance Committee Review**

**(To be completed by the Grievance Committee Chairman within fifteen (15) days after receiving Form D- Decision of the Mascoma Valley Regional School Board.)**

Aggrieved Person: \_\_\_\_\_

Date of Formal Grievance Presentation: \_\_\_\_\_

Chairperson of the Grievance Committee: \_\_\_\_\_

Date Referral Received by Grievance Committee: \_\_\_\_\_

Grievance Filed under Article: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Opinion of Grievance Committee and Reasons Therefore: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ **The Grievance Committee has recommended not to submit the grievance to arbitration.**

\_\_\_\_\_ **The Grievance Committee has recommended that the grievance should be submitted for arbitration.**

Signature of Grievance Committee Chairman: \_\_\_\_\_

Date of Opinion: \_\_\_\_\_

Copies to:

1. NEA-Region 5 Office

2. Superintendent of Schools-SAU # 62

3. Aggrieved Person

4. Building Principal

## Appendix E

### Supervision and Evaluation Plan for Educators

#### History and work of the supervision and evaluation committee

The Supervision and Evaluation Committee is made up of four (4) teachers appointed by the MVREA Executive Board and four (4) principals for the purpose of studying the District Evaluation system. The committee members are Terry Porreca, Justin Benna, Megan Prince, Sharyn Orvis, Rebecca Cummins, Sue Jukosky, David Shinnlinger and James Collins. Patrick Andrew served as a facilitator and minute taker for the meetings.

The charge of the committee is to review the evaluation tools being used by the District at present and come up with recommendations for change that both the MVREA and school administrators agree would better support teaching and learning in our District.

The Supervision and Evaluation Committee held fourteen (14) meetings during the school year, including a full day retreat, to research, review and recommend changes to the supervision and evaluation process of Mascoma Valley Regional School District.

The work of the committee members has been thoughtful and collaborative. The recommendations here represent an honest, good faith effort to revise a system that has not seen change for two decades or more. There is also recognition that review and revision of this process needs to be ongoing to ensure that the process meets its goals. To that end, the committee recommends that there be regular periodic **review and recommendation for revision**.

#### Goals

- To improve classroom instruction for all students
- To promote educator self-reflection, professional growth and development
- To ensure growth toward excellence in all Educator Professional Standards
- To fairly address instances of insufficient growth toward the Educator Professional Standards

#### Provisions for revision of the Supervision and Evaluation Plan in the future

A Supervision and Evaluation Committee made up of four (4) members of administration appointed by the Superintendent and four (4) members of the MVREA, appointed by the Executive Board, shall meet annually to review the Supervision and Evaluation Plan.

If revisions are recommended by the Supervision and Evaluation Committee, the joint committee made up of four (4) appointed MVREA members and four (4) administrators will research and present changes to the full membership of the MVREA and Mascoma Valley Regional School Board for ratification by both parties.

## **Supervision and Evaluation of Continuing Contract Staff**

Each continuing contract teacher will participate in a three year cycle that coincides with the professional development and certification cycle. Professional development release time will be provided where appropriate. Educators shall have the right to personal counsel at all meetings involving the evaluation process.

Teachers will move on to the new Supervision and Evaluation Plan as proposed upon ratification by both the MVREA membership and Mascoma Valley Regional School Board. Teachers will move into the appropriate year of the program that matches their certification cycle. Teachers who have a professional growth plan in place before ratification will use that growth plan for the remainder of the evaluation cycle. Teachers moving into the evaluation plan in year two or year three of their certification cycle will not be held accountable for artifacts and activities from previous years of this new Supervision and Evaluation Plan.

### **Year 1 of Professional Development and Evaluation Cycle**

The continuing contract teacher will meet with his/her supervisor no later than the end of the first quarter to establish the three year professional growth plan. Evaluation will be based on promoting professional growth and improving student achievement through instruction, curriculum and assessment.

During year one, the continuing contract teacher will choose one (1) of the following as a catalyst for action, reflection and growth:

- a. Engage in peer observation and reflect with a colleague (i.e. observe another teacher's class and/or have another teacher observe yours).\*
- b. Observe a teacher in another school who is teaching your grade level or subject and reflect on the experience.\*
- c. Invite an outside professional to observe your class and reflect on the experience.\*
- d. Videotape yourself teaching and reflect.
- e. Develop an action research project as outlined in the Professional Development Master Plan.
- f. Engage in other self-designed activity that is closely linked to your Individual Professional Development Plan and clearly linked to improved student learning (ex: become a trainer for Thinking Maps).
- g. Request and participate in a formal observation by a Mascoma Valley Regional School District administrator.

The continuing contract teacher will document the chosen activity using an appropriate professional development form from the Professional Development Master Plan.

\*Peer observation as outlined above is to be used for educator reflection. Documentations of the observation cannot be part of an educator's employment file.

### **Year 2 of Professional Development and Evaluation Cycle**

The continuing contract teacher will participate with his/her building administrator in a formal observation process with pre and post observation meetings to discuss the observation and progress on the Individual Professional Development Plan.

### **Year 3 of Professional Development and Evaluation Cycle**

During year three, the continuing contract teacher will choose one (1) of the following as a catalyst for action, reflection and growth:

- a. Engage in peer observation and reflect with a colleague (i.e. observe another teacher's class and/or have another teacher observe yours).\*
- b. Observe a teacher in another school who is teaching your grade level or subject and reflect on the experience.\*
- c. Invite an outside professional to observe your class and reflect on the experience.\*
- d. Videotape yourself teaching and reflect.
- e. Develop an action research project as outlined in the Professional Development Master Plan.
- f. Engage in other self-designed activity that is closely linked to your Individual Professional Development Plan and clearly linked to improved student learning (ex: become a trainer for Thinking Maps).
- g. Request and participate in a formal observation by a Mascoma Valley Regional School District administrator.

This activity must be completed no later than February 1<sup>st</sup>.

The continuing contract teacher will document the chosen activity using an appropriate professional development form from the Professional Development Master Plan.

\*Peer observation as outlined above is to be used for educator reflection. Documentations of the observation cannot be part of an educator's employment file.

### **Summative Evaluation for Continuing Contract Teachers and Documentation**

The educator and the supervisor will complete the Mascoma Valley Regional School District Summative Evaluation for Educators by the end of the school year.

The Summative Evaluation will be based upon:

- Progress towards meeting the Educators' Professional Standards and Guidelines.
- Evidence of professional growth and goals identified in the Individual Professional Development Plan.
- Formal observation report completed by evaluating/building administrator.

The continuing contract teacher is responsible for bringing evidence of professional development completed in the three-year cycle to the Summative Evaluation meeting.

The evaluating/building administrator is responsible for bringing documentation of formal observations to the Summative Evaluation meeting.

The Summative Evaluation for Educators form will be kept in the permanent employee file.

The continuing contract teacher has the right to add written rebuttals and supporting evidence to the Summative Evaluation. The continuing contract teacher's signature signifies knowledge of, but not necessarily agreement with the content of the evaluation.

### **Supervision and Evaluation of Non-Continuing Contract Staff**

Each non-continuing contract teacher will be supervised and evaluated according to the following timelines and procedures. Educators shall have the right to personal counsel at all meetings involving the evaluation process.

### **Year 1 of Professional Development and Evaluation Cycle**

The non-continuing contract teacher will participate in the mentor/mentee program.

The non-continuing contract teacher will meet with his/her evaluating/building administrator during the first quarter to develop an Individual Professional Development Plan. This meeting will include a review of the Mascoma Valley Regional School District Educators' Professional Standards and Guidelines and a timeline for classroom observations will be established.

The non-continuing contract teacher and the evaluating/building administrator will participate in a minimum of three (3) classroom observations. At least one (1) of these observations will be formal with pre and post observation meetings.

The non-continuing contract teacher and the evaluating/building administrator will complete the Summative Evaluation for Educators form by April 1<sup>st</sup>. A meeting to discuss the Summative Evaluation will provide an opportunity for them to reflect upon progress in meeting the Mascoma Valley Regional School District Educator's Professional Standards and Guidelines.

The Summative Evaluation for Educators form will be kept in the permanent employee file.

The non-continuing contract teacher has the right to add written rebuttals and supporting evidence to the Summative Evaluation. The non-continuing contract teacher's signature signifies knowledge of, but not necessarily agreement with the content of the evaluation.

**Year 2 and 3 of Professional Development and Evaluation Cycle:** (only two years for teachers previously on continuing contract in NH)

The non-continuing contract teacher and the evaluating/building administrator will participate in a minimum of three (3) classroom observations. At least one (1) of these observations will be formal with pre and post observation meetings.

The non-continuing contract teacher and the evaluating/building administrator will complete the Summative Evaluation for Educators' form by April 1<sup>st</sup>. A meeting to discuss the Summative Evaluation will provide an opportunity for them to reflect upon progress in meeting the Mascoma Valley Regional School District Educators' Professional Standards and Guidelines.

The Summative Evaluation for Educators form will be kept in the permanent employee file.

The non-continuing contract teacher has the right to add written rebuttals and supporting evidence to the Summative Evaluation. The non-continuing contract teacher's signature signifies knowledge of, but not necessarily agreement with the content of the evaluation.

### **Focused Growth Plan**

Educators not making sufficient professional growth toward the Mascoma Valley Regional School District Educators' Professional Standards and Guidelines may be placed on a Focused Growth Plan based on evidence of performance deficiencies. The administration's decision to place an employee on a Focused Growth Plan is not subject to grievance. The plan is to be directly related to the identified weakness in one or more areas of the Educators' Professional Standards and Guidelines.

The focused growth plan will outline areas for professional improvement in detail and make specific recommendations for improvement in writing. Data for measurement of improvement and specific benchmarks for improvement will be identified. There will be a formal meeting with the teacher and evaluating/building administrator to discuss the written Focused Growth Plan and establish a timeline for review of progress. The educator has the right to personal counsel at any meeting involving a focused growth plan.

### **Deadlines and Requirements for Non-renewal of Continuing Contract**

A continuing contract educator shall be notified in writing by December 15<sup>th</sup> in the event that the administration does not intend to recommend renewal of a continuing contract.

The administrator must meet the notice requirements and must give the teacher reasonable opportunity to correct deficiencies through participation in a Focused Growth Plan. A teacher on continuing contract must be placed on a Focused Growth Plan prior to notification of non-renewal.

Before non-renewal, the administrator must have adequate documentation of unsatisfactory performance and documented evidence of the teacher's failure to remedy unsatisfactory performance.

### **Plan, Deadlines and Requirements for Non-renewal of Non-Continuing Contract**

In the event that the administration does not intend to re-nominate an educator not on continuing contract, the educator shall be notified in writing by April 15<sup>th</sup>. A teacher on non-continuing contract cannot grieve the notification of non-renomination.

### **Educators' Professional Standards and Guidelines**

*Adopted in part from guidelines developed by the Professional Development Committee*

#### **I. Knowledge of Subject Area**

- a) Is aware of and implements current NH Frameworks and SAU wide curriculum.
- b) Updates curriculum as necessary.
- c) Is aware of current development and best practices in his/her area of responsibility.
- d) Is current on professional reading or memberships, attends relevant workshops and courses.
- e) Reinforces skills that students have learned in other curriculum areas.
- f) Requires students to demonstrate accurate written and oral language skills.
- g) Provides varied opportunities for students to acquire and apply knowledge.
- h) Demonstrates the range and depth of knowledge to differentiate instruction and assessment for all students.
- i) Uses resources, activities, and practices that address all learning styles.
- j) Encourages diverse views, opinions, and perspectives.
- k) Encourages critical thinking, decision making, and higher order thinking skills through discussion, debate, and co-operative learning.

#### **II. Goals and Objectives**

- a) Develops and executes lesson plans that implement NH Frameworks and District curriculum.
- b) Develops, reviews, and revises long range goals through analysis of student data (pre-tests, post-tests, portfolios, projects).
- c) Participates in curriculum development, program planning, department planning, or curriculum program evaluations at the school or District level.
- d) Employs current materials when instructing.
- e) Allocates sufficient time for all students to attain the planned goals.
- f) Develops plans that engage and motivate students.
- g) Helps students connect effort to outcomes.
- h) Participates in the development of IEP/504 goals and classroom modifications or accommodations.
- i) Uses flexible groupings for instruction and selects objectives based on student need.



### **III. Planning and Preparation**

- a) Develops and executes lesson plans that facilitate and implement District policies, procedures, and goals.
- b) Is familiar with program guides and develops lesson plans that reflect the scope and sequence of the curriculum.
- c) Is familiar with District policies and procedures for selecting program materials, and discusses potentially controversial items with the building administrator prior to use.
- d) Provides a wide range of materials to meet the diverse needs of students.
- e) Allocates sufficient time to attain the objectives of the curriculum.
- f) Lesson plans may include: instructional objectives, planned learning activities, learning materials, resources, assignments, page numbers, etc.
- g) Lesson plans are readily available (beginning of each week).
- h) Lessons include assessment of prior knowledge, review of previously taught material, and steps for proceeding with the lesson.
- i) Work is provided for students who are absent.
- j) In case of emergency, an alternate set of contingency plans and necessary materials to be used by a substitute are available for a three (3) day period.
- k) Collaborates with colleagues in a variety of academic situations.
- l) Provides well-organized, clear plans for para-educators.
- m) Uses para-educators effectively to improve student achievement.

### **IV. Instructional Strategies**

- a) Uses auditory, visual, and manipulative materials; provides models and examples; relates content to prior knowledge; provides for practice of new concepts; distributes follow up practice for reinforcement; uses peer learning techniques.
- b) Is adaptable and flexible.
- c) Demonstrates the ability to teach all children.
- d) Teaches at the appropriate level to promote student success.
- e) Uses appropriate strategies, summarizes the lesson, provides opportunities for students to make presentations, assists students with self-evaluation, assists students in developing thinking skills, uses appropriate wait times, asks open ended questions, and has high expectations.
- f) Uses eye contact effectively, maintains appropriate voice volume and posture, shows enthusiasm, uses humor, uses appropriate questioning techniques, and responds appropriately to student differences.
- g) Plans field trips, speakers, community resources, and assemblies to meet instructional needs.
- h) Reinforces knowledge and skills that students have acquired in other content areas.

## **V. Classroom Management/Environment/Communication**

- a) Promotes self-management and accountability by establishing reasonable classroom routines, rules, and consequences. Administers rules consistently, fairly and effectively. Supports the standards and values of the school culture.
- b) Establishes classroom procedures that ensure all students are comfortable in the classroom.
- c) Serves as a positive role-model for students.
- d) Practices effective communication with students. Respects students' interests and ideas.
- e) Motivates students as appropriate.
- f) Uses class time for instruction, practice and application of learning. Uses homework as appropriate for reinforcement.
- g) Develops effective classroom management in order to minimize losing instructional time to housekeeping or behavior management.
- h) Identifies possible causes of student misbehavior, and deals with the behavior constructively.
- i) Reacts appropriately and acknowledges students as individuals.
- j) Arranges classroom for safe, effective instruction.
- k) Stores materials safely and accessibly.

## **VI. Assessment/Evaluation**

- a) Effectively assesses students' educational, physical, and emotional needs.
- b) Maintains progress monitoring data on each student.
- c) Uses data to modify instruction for each student.
- d) Continually evaluates the success of the program and modifies the program based on data.
- e) Shares observations of students on IEPs with Evaluation Team.
- f) Designs assessments that require students to demonstrate their understanding of concepts and skills taught.

## **VII. Professionalism**

- a) Maintains appropriate, respectful rapport with students and colleagues and contributes to a positive work environment.
- b) Adheres to school and District policies.
- c) Fulfills duties as assigned.
- d) Attitude, behavior and appearance are appropriate as a role model for students and colleagues.
- e) Contributes to a positive school community through collaboration, leadership and active participation in school, District and community.
- f) Engages in professional development through self assessment and goal setting; seeks and participates in professional growth opportunities.
- g) Communicates appropriately and in a timely manner with students, parents, colleagues and community members.
- h) Maintains accurate records.
- i) Adheres to professional standards pertinent to educational specialty.
- j) Participates in professional organizations.