

Professional Agreement

Between

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

and

**THE MASCOMA VALLEY REGIONAL SCHOOL BOARD**

July 1, 2020 - June 30, 2023



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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, reading specialists, guidance personnel, library media specialists, technology integrators 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 made available, and the expenses will be shared between the Board and the Association. Within thirty (30) days after the Agreement is signed, electronic 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.
- 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 in writing through the District email system.
- 3.07** If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## **Article 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** 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 ratified 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 in-service 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 (5) 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. five days a year for the purpose of curriculum development, professional workshops or any other agenda determined by the administration in consultation with the professional development committee. One of the five days will be used for parent conferences in the fall and another will be used for parent conferences in the spring.

**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. The teaching day shall not begin before 7:45AM, and shall not extend beyond 3:15PM, with the exception of the circumstances indicated in 11.05.01, 11.05.02, and 11.05.03. The teaching day for each building shall be set by the Superintendent or his/her designee. 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 that has 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 health insurance, dental insurance, life insurance and long term disability insurance 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 \$1500 (one thousand five hundred) 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	\$7,000
20	\$9,000
25	\$12,000
30	\$14,000
35	\$16,000
40	\$18,000

**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 any time prior to March 31<sup>st</sup>.

**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.

## **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 March of 2017. 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: Leaves of Absence

### 19.01 General Provisions

Exceptions for the use of any leave time may be granted by the Superintendent. The Superintendent may ask for justification of extended periods of leave time for any staff member.

Other requests for leaves of absence **not covered in this article 19** for special reasons may be granted at the sole discretion of the Board upon recommendation of the Superintendent.

**Unpaid Leave:** Unpaid leave may be granted for reasons other than those stated within this article at the sole discretion of the Superintendent. The Superintendent's decision shall not be subject to the provisions of the grievance procedure.

**19.02 Sick Leave:** Professional staff members are entitled to fifteen (15) days annual sick leave at full pay for personal illness, illnesses in the immediate family, or medical related appointments. Immediate family shall be defined as spouse, partner, children, parents or someone else residing 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.

**19.02.01 Physician's Statement:** Members of the bargaining unit may, at the Principal'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.

**19.02.02 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.

**19.02.03 Unpaid Leave for 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.

**19.02.04 Parental Leave**

For an employee who gives birth, they may use accrued sick leave for the period of disability immediately following the birth of their child. They shall provide Human Resources with a physician's note after the birth of the child, specifying the length of disability. Any employee who does not have enough accrued sick leave to cover their period of disability resulting from childbirth may apply to the sick leave bank if they are eligible (see Article 23.01).

**19.02.05 Child Bonding and Child Rearing**

Use of accrued sick leave may be used for child-bonding under the following circumstances:

- The employee provides Human Resources with a physician's note specifying the need for time and expected return date.
- Employees may not use sick bank days for child-bonding.

Upon recommendation of the Superintendent an unpaid 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. All benefits prior to this unpaid leave will be retained by the individual upon return to employment. **The terms of Article 19.09 apply, regarding unpaid leave.**

**19.03 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.

FMLA leave provides employees with 26 weeks of unpaid, job protected leave in a 12 month period to care for a covered service member who has been injured during active duty. 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.

**19.04 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. (Immediate family, for the purpose of this paragraph, shall be interpreted as including parents, spouse, partner, children, siblings, grandparents, grandchildren, 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). Five (5) additional days will be granted per occurrence during the school year for the death of a spouse, partner, parent or a child. Bereavement leave is also granted for pregnancies not carried to term. The Superintendent may extend "Bereavement beyond the five (5) days stipulation. In that case, "Bereavement becomes "extended leave".

**19.05 Professional Development Leave:** Professional development leave shall be two (2) days per year of the teacher's own choosing and additional days as may otherwise be directed by the District. Days taken for professional development must match the teacher's professional growth plan.

**19.06 Personal/Emergency Leave:** Three (3) 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 August 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. Applications received after September 25<sup>th</sup> may be approved at the sole discretion of the Superintendent or his/her designee, and any denial shall not be subject to the grievance procedure.

**19.07**

**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 elections official 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.

**19.08**

**Sabbatical Leave:**

- A. 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.

- B. 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.
- C. 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.
- D. 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.
- E. 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.

**19.09 Extended Unpaid Leave**

- 19.09.01** The Superintendent may, at his/her discretion, extend any unpaid leave that has been granted to a member.
- 19.09.02** Return from leave shall coincide with the beginning of the school year.
- 19.09.03** 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.
- 19.09.04** 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.
- 19.09.05** 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.

- 19.10 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.
- 19.11 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.
- 19.12** Any member on an approved leave of absence 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. Failure to do so shall constitute a resignation from his/her position.

## **Article 20: Grievance Procedure**

### **Definitions:**

- 20.01** 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.
- 20.02** 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, except during the summer recess, when it shall include the first 15 business days after the last student day, not to exceed June 30<sup>th</sup>. The timeline shall resume on the first day of school for staff.
- 20.03** 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. Failure at any step of this procedure to appeal to the next level within the time limits prescribed shall be deemed acceptance of the last decision made by appropriate authority. The time limits specified herein may only be extended by prior written agreement between the parties.

**Submission of Grievances:**

- 20.04** The right for presentation of grievances shall include only those items negotiated by this agreement.
- 20.05** 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.
- 20.06** 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.
- 20.07** A grievance shall be deemed waived unless it is submitted within fifteen (15) days after either the aggrieved party or the Association knew, or should have known, the events or conditions on which it is based.

**Processing a Grievance:**

**Level One-The Principal**

- 20.08** If as a result of discussions with the grievant's Principal, the conflict is not resolved to the satisfaction of the grievant within ten (10) 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.

- 20.08.01** 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**

- 20.09** 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.
- 20.10** 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**

**20.11** 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.

**20.12** 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.

### **Level Four-Arbitration**

**20.13** 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.

**20.14** 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 an arbitrator shall be appointed in accordance with the AAA's Labor Arbitration Rules.

**20.15** 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.

**20.16** 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 decision of the arbitrator shall be final and binding, subject to the provisions of RSA 542.

**20.17** 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**

- 20.18** An aggrieved party may be represented at all stages of the grievance procedure by himself /herself or the Association.
- 20.19** 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.
- 20.20** 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**

- 20.21** 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**

- 20.22** 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 21: Reduction in Personnel**

- 21.01** 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. Within each grade span PK-4, 5-8, and 9-12 for classroom teachers and district wide for specialists, bargaining unit members who are not highly qualified or certified shall be laid off first. After that bargaining unit members with the fewest years of service in the district shall be laid off. In the event that there are equal years of service between members, the date that the individual contract is signed will be used to determine seniority.

- 21.02** 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.
- 21.03** There shall be notification by January 1 of the current year by the teacher as to his/her availability and current address. A teacher's failure to notify the District under this provision shall constitute waiver of recall.
- 21.04** 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 22: Duration**

- 22.01** The provisions of this agreement shall remain in full force and effect from July 1, 2020 through June 30, 2023 and thereafter non-cost items renew automatically for successive terms of one (1) year or until a successor agreement has been ratified. Salary and benefit provisions will commence and remain in full force and effect from July 1, 2020 to June 30, 2023.
- 22.02** 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 23: Sick Bank**

- 23.01** 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 one (1) 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 may be asked to contribute up to two (2) days until the maximum of two hundred (200) is once again reached. A five (5) member committee with three (3) members from the Association appointed by MVREA President and two (2) members from administration appointed by Superintendent shall receive applications and determine eligibility for request of days from the sick bank. Decisions to award days shall be by majority vote of the committee, are final, and not subject to the grievance procedure. 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.

Should there be a dispute between an employee and the committee, the Association and/or the School Board or the District's Administration, over the matter of access to and use of time from the sick leave bank, the Association agrees to defend, indemnify and hold harmless the School Board, all of its agents and employees and the Mascoma Valley Regional School District in any such dispute.

(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.)

- 23.02**      **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 24: Just Cause**

- 24.01**      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.
- 24.02**      Alleged breaches of discipline shall be reported to the offending teacher.
- 24.03**      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.
- 24.04**      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.
- 24.05**      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 25: Early Retirement**

- 25.01**      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 \$85,000 *per year* for the duration of this contract for all retirees. The amounts payable for eligible retirees shall be divided equally between all eligible retirees. The amount in the early retirement pool will be divided by the number of eligible members as of July 1 of each fiscal year. That will total the benefit for each employee that year.

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.

The District agrees to provide the PELRB with a copy of this Agreement within fourteen (14) days of its execution in accordance with PUB 207.02(b).

**Mascoma Valley Regional Education Association**


BY: 

Witness: 

Date: 4/20/20

**Mascoma Valley Regional School Board**

BY: 

Witness: 

Date: 4/28/2020

## *Appendix A: Economic Benefits*

### **Salary Schedule:**

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

[2020-2021, Step + 2.00%; 2021-2022, Step + 2.00%; 2022-2023, Step + 2.00%]

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.

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 the Cigna SchoolCare Yellow Open Access Plan with Choice Fund. The District will pay 94% of the premium and the employee will pay 6% of the premium in the 2020-2021 contract year. The District will pay 93% of the premium and the employee will pay 7% of the premium in the 2021-2022 and 2022-2023 contract years. The Board will provide access to a Flexible Spending Account with a debit card and a \$500 roll over provision.

In the event the insurance plan offered to bargaining unit members under this Appendix A triggers an excise (or “cadillac”) tax under federal law, the parties agree to re-open this agreement in order to seek agreement on a plan that does not trigger the tax. If the parties cannot agree on a plan that does not trigger the excise tax, the tax shall be shared equally by the employees and the district.

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 \$1500 (one thousand five hundred 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 \$1500 (one thousand five hundred 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**

**Teacher Salary Schedule 2020 - 2021**

<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>1</b>	38,880	39,985	41,111	42,290	42,290	43,493	44,729	45,999
<b>2</b>	40,905	41,255	42,427	43,633	43,633	44,873	46,148	47,460
<b>3</b>	41,387	42,564	43,773	45,018	45,018	46,297	47,613	48,965
<b>4</b>	42,701	43,915	45,163	46,446	46,446	47,767	49,124	50,520
<b>5</b>	44,057	45,308	46,597	47,921	47,921	49,282	50,684	52,123
<b>6</b>	45,455	46,747	48,076	49,441	49,441	50,847	52,291	53,777
<b>7</b>	46,897	48,231	49,601	51,011	51,011	52,461	53,952	55,484
<b>8</b>	48,386	49,761	51,175	52,630	52,630	54,125	55,663	57,246
<b>9</b>	49,922	51,341	52,799	54,300	54,300	55,844	57,431	59,062
<b>10</b>	51,507	52,971	54,475	56,024	56,024	57,617	59,254	60,938
<b>11</b>	53,141	54,652	56,204	57,801	57,801	59,445	61,134	62,872
<b>12</b>	54,828	56,387	57,988	59,636	59,636	61,332	63,074	64,867
<b>13</b>	56,568	58,176	59,829	61,529	61,529	63,278	65,076	66,925
<b>14</b>	58,364	60,023	61,728	63,483	63,483	65,286	67,142	69,050
<b>15</b>	60,216	61,927	63,688	65,497	65,497	67,359	69,273	71,242
<b>16</b>	62,127	63,893	65,708	67,576	67,576	69,497	71,471	73,503

**Appendix A**

**Teacher Salary Schedule 2021 - 2022**

<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>1</b>	39,658	40,785	41,933	43,136	43,136	44,363	45,624	46,919
<b>2</b>	41,723	42,080	43,275	44,505	44,505	45,770	47,071	48,409
<b>3</b>	42,214	43,415	44,649	45,918	45,918	47,223	48,565	49,944
<b>4</b>	43,555	44,793	46,066	47,375	47,375	48,722	50,107	51,530
<b>5</b>	44,938	46,215	47,529	48,879	48,879	50,268	51,697	53,165
<b>6</b>	46,364	47,682	49,037	50,430	50,430	51,864	53,337	54,853
<b>7</b>	47,834	49,195	50,593	52,031	52,031	53,510	55,031	56,594
<b>8</b>	49,353	50,756	52,199	53,683	53,683	55,208	56,777	58,391
<b>9</b>	50,920	52,367	53,855	55,386	55,386	56,961	58,580	60,243
<b>10</b>	52,537	54,030	55,565	57,144	57,144	58,769	60,439	62,157
<b>11</b>	54,204	55,745	57,328	58,957	58,957	60,633	62,356	64,129
<b>12</b>	55,925	57,514	59,148	60,829	60,829	62,558	64,335	66,164
<b>13</b>	57,700	59,339	61,026	62,760	62,760	64,543	66,378	68,264
<b>14</b>	59,532	61,223	62,963	64,752	64,752	66,592	68,484	70,431
<b>15</b>	61,420	63,166	64,962	66,807	66,807	68,706	70,659	72,667
<b>16</b>	63,370	65,171	67,023	68,928	68,928	70,887	72,901	74,973

**Appendix A**

**Teacher Salary Schedule 2022 - 2023**

<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>1</b>	40,451	41,600	42,772	43,999	43,999	45,250	46,536	47,857
<b>2</b>	42,558	42,922	44,141	45,395	45,395	46,686	48,012	49,377
<b>3</b>	43,059	44,283	45,542	46,836	46,836	48,167	49,536	50,943
<b>4</b>	44,426	45,689	46,987	48,322	48,322	49,696	51,109	52,561
<b>5</b>	45,837	47,139	48,479	49,857	49,857	51,273	52,731	54,229
<b>6</b>	47,292	48,635	50,018	51,439	51,439	52,901	54,404	55,950
<b>7</b>	48,791	50,179	51,604	53,072	53,072	54,580	56,132	57,725
<b>8</b>	50,341	51,771	53,243	54,756	54,756	56,312	57,912	59,559
<b>9</b>	51,939	53,415	54,932	56,493	56,493	58,100	59,751	61,448
<b>10</b>	53,588	55,111	56,676	58,287	58,287	59,944	61,648	63,400
<b>11</b>	55,288	56,860	58,475	60,137	60,137	61,846	63,604	65,412
<b>12</b>	57,043	58,665	60,331	62,046	62,046	63,809	65,622	67,488
<b>13</b>	58,854	60,526	62,246	64,015	64,015	65,834	67,705	69,629
<b>14</b>	60,722	62,448	64,222	66,047	66,047	67,924	69,854	71,840
<b>15</b>	62,648	64,429	66,261	68,143	68,143	70,080	72,072	74,120
<b>16</b>	64,637	66,474	68,363	70,306	70,306	72,304	74,359	76,473

## **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)
- Varsity Head Football Coach

#### **Schedule “C”**

- Junior Varsity Basketball (boys & girls)
- Assistant Varsity Football Coach (2)

#### **Schedule “D”**

- Varsity Baseball
- Varsity Soccer
- Varsity Field Hockey
- Varsity Softball
- Varsity Cross-Country
- Varsity Volleyball
- Varsity Wrestling
- Varsity Track & Field

#### **Schedule “E”**

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

#### **Schedule “F”**

- High School Competitive Academic Team Advisor
- Elementary Competitive Academic Team Advisor
- Middle School Competitive Academic Team Advisor
- Junior Varsity Baseball
- Junior Varsity Softball
- Junior Varsity Soccer
- Junior Varsity Field Hockey
- Junior Varsity Volleyball
- Junior Varsity Wrestling

**Schedule “G”**

Middle School Assistant Football Coach (2)  
Middle School Cross Country  
Middle School Track  
Middle School History Club Advisor  
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  
Technology Club  
Middle School Jazz Band Director  
Middle School Select Chorus 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  
Middle School Intramural  
Student Government  
Experiencing the Arts  
Biology Club

**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, adjusted or eliminated during the life of this agreement, the Superintendent and the President of the MVREA shall jointly recommend the schedule in which that position should properly be placed. This will be subject to Board approval. Upon approval by the Board, new, adjusted, or eliminated positions shall be memorialized through a memorandum of understanding and 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, 2020 – June 30, 2021**

**Increase to Each Cell 2.5%**

<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>	\$2,134	\$1,831	\$1,597	\$1,597	\$1,378	\$1,133	\$1,450	\$632
<b>1</b>	\$2,286	\$2,010	\$1,861	\$1,719	\$1,499	\$1,278	\$0	\$0
<b>2</b>	\$2,631	\$2,215	\$2,115	\$1,861	\$1,631	\$1,399	\$0	\$0
<b>3</b>	\$2,895	\$2,407	\$2,368	\$2,047	\$1,753	\$0	\$0	\$0
<b>4</b>	\$3,160	\$2,681	\$2,612	\$2,252	\$1,886	\$0	\$0	\$0

**July 1, 2021 – June 30, 2022**

**Increase to Each Cell 2.5%**

<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>	\$2,187	\$1,876	\$1,637	\$1,637	\$1,412	\$1,161	\$1,487	\$648
<b>1</b>	\$2,343	\$2,060	\$1,908	\$1,762	\$1,536	\$1,310	\$0	\$0
<b>2</b>	\$2,697	\$2,270	\$2,167	\$1,908	\$1,672	\$1,434	\$0	\$0
<b>3</b>	\$2,967	\$2,467	\$2,427	\$2,098	\$1,797	\$0	\$0	\$0
<b>4</b>	\$3,239	\$2,748	\$2,677	\$2,308	\$1,933	\$0	\$0	\$0

**July 1, 2022 – June 30, 2023**

**Increase to Each Cell 2.5%**

<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>	\$2,242	\$1,923	\$1,678	\$1,678	\$1,447	\$1,190	\$1,524	\$664
<b>1</b>	\$2,401	\$2,112	\$1,956	\$1,806	\$1,574	\$1,343	\$0	\$0
<b>2</b>	\$2,764	\$2,327	\$2,222	\$1,956	\$1,713	\$1,470	\$0	\$0
<b>3</b>	\$3,041	\$2,529	\$2,488	\$2,151	\$1,841	\$0	\$0	\$0
<b>4</b>	\$3,320	\$2,817	\$2,744	\$2,366	\$1,981	\$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 “I”

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

c. Grievance Representative

b. Superintendent

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) administrators for the purpose of reviewing/ revising the District Evaluation system. The committee members were Terry Stone-Porreca, Megan Prince, Susan Jukosky, David Shinnlinger, Amanda Isabelle, Kevin Towle, JoAnne Ladd and Barbara McCarthy. Nancie Murphy served as facilitator and minute taker for the meetings.

The charge of the committee was 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 nine (9) meetings prior to February 1, 2017 to research, review, and recommend changes to the supervision and evaluation process of the 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 our system to meet the NH Department of Education recommendations for supervision and evaluation. The committee recommends that there be regular, periodic review and revision of this process to ensure that supervision and evaluation goals are met.

#### **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 performance of 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, four (4) members of the MVREA appointed by the Executive Board, and one (1) facilitator/minutes taker appointed by the Superintendent, shall meet annually to review and accept or revise the Supervision and Evaluation Plan.

If revisions are recommended by the Supervision and Evaluation Committee, the joint committee will present recommended changes to the full membership of the MVREA and Mascoma Valley Regional School Board for ratification by both parties.

### **Supervision and Evaluation of Teachers**

Each continuing contract teacher will participate in a three year cycle that coincides with the professional development/ recertification cycle. Teachers with a Beginner Educator License will participate in an initial five year cycle prior to becoming continuing contract teachers. Educators shall have the right to personal counsel at all meetings involving the Evaluation Plan. According to NH RSA 189:13 and NH RSA 189:14-a, a new-to-Mascoma teacher who has previously taught for five or more consecutive years in a NH school district will be subject to the *non-continuing contract evaluation plan* for 3 years within the Mascoma District.

### **Continuing Contract Teachers: Year 1, 2 and 3 of the Professional Development and Evaluation Cycle**

A continuing contract teacher will meet with his/her supervisor no later than the end of the first quarter of the first school year in the evaluation cycle to establish his/her three year professional growth plan. A portion of each evaluation will be based on professional growth and the planning and delivery of high quality instruction.

During Year 1 and Year 3 and the continuing contract teacher will select one (1) of the following as a catalyst for action, growth and reflection:

- Engage in peer observation and reflect with a colleague (observe another teacher's class and/or have another teacher observe yours)\*
- Observe a teacher in another school who is teaching your grade level or subject and reflect on the observation
- Invite an outside professional or a district administrator to observe your class and reflect on the experience\*
- Videotape yourself teaching, watch and reflect
- Develop an action research project as outlined in the Professional Development Master Plan
- Engage in other self-designed activities closely linked to one's Professional Development Plan and clearly linked to improved student learning (ie.) workshops, course work, curriculum work, professional reading, unit design, etc.
- One Summative Evaluation will be completed for each continuing contract teacher at the end of each three year recertification cycle

The continuing contract teacher will document his/her chosen activity using the appropriate professional development forms from Appendix A in the Professional Development Master Plan.

During Year 2, the continuing contract teacher will:

- Participate in a mini-observation program\*\* which will consist of a minimum of 4 mini-observations by a MVRSD administrator with brief evaluation conversations between the teacher and administrator within 3 school days of each mini-observation.

\*Peer /outside observation as outlined above is to be used solely for educator reflection. Documents from the observations may not be part of the educator's employment file.

\*\*Mini-observation form attached

## **Focused Growth Plan**

Educators not making sufficient professional growth toward the MVRSD 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 educator on a Focused Growth Plan is not subject to grievance. The plan is to be directly related to the identified weaknesses in one or more areas of the MVRSD Educators' Professional Standards and Guidelines.

The growth plan will outline areas for professional development 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 supervisor to discuss the written Focused Growth Plan and establish a timeline for review of the progress. The educator has the right to personal counsel at any meeting involving the Focused Growth Plan.

## **Teachers on a Focused Growth Plan: Year 1, 2, or 3 of the Professional Development and Evaluation Cycle**

A teacher placed on a Focused Growth Plan will meet with his/her supervisor no later than the end of the first quarter of the school year to establish his/her three year professional growth plan. A portion of each evaluation will be based on professional growth and the planning and delivery of high quality instruction.

During the term of the plan, the teacher on a Focused Growth plan, in conjunction with his/her administrator, will select one (1) of the following as a *catalyst for action, growth and reflection*:

- Engage in peer observation and reflect with a colleague (observe another teacher's class and/or have another teacher observe yours)\*
- Observe a teacher in another school who is teaching your grade level or subject and reflect on the observation
- Invite an outside professional or a district administrator to observe your class and reflect on the experience\*
- Videotape yourself teaching, watch and reflect
- Engage in other activities closely linked to the educator's Professional Development Plan and clearly linked to the Focused Growth Plan

The educator on a Focused Growth Plan will document his/her chosen activity using the appropriate professional development forms from Appendix A in the Professional Development Master Plan.

During the term of the plan, the teacher will:

- Participate in a mini-observation program which will consist of multiple mini-observations by a MVRSD administrator with brief evaluation conversations between the teacher and administrator within 48 hours of each mini-observation

- Formal Observations as needed will be completed for educators on a Focused Growth Plan. Any MVRSD administrator may complete a formal observation
- Satisfactory completion of goals on the Focused Growth Plan are required for continued employment by the MVRSD

Teachers on a Focused Growth Plan have the right to personal counsel at all meetings involving the evaluation process.

\*Peer observation as outlined above is to be used solely for educator reflection. Documents from the observations may not be part of the educator's employment file.

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

The educator and supervisor will complete the Mascoma Valley Regional School District Summative Evaluation for Educators by the end of Year 3 in the recertification cycle.

The Summative Evaluation will be based upon:

- Progress towards meeting the Educators' Professional Standards and Guidelines
- Evidence of completion of the activities identified in the Individual Professional Development Plan
- Mini-observations completed by MVRSD administration

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

The supervisor is responsible for bringing documentation of the mini-observations to the Summative Evaluation meeting.

The Summative Evaluation Form will be kept in the employee's permanent 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.



### **Deadlines and Requirements for Non-Renewal of Continuing Contract Educators**

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 his/her unsatisfactory performance.

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

New to the profession teachers will participate in an initial five year cycle prior to becoming continuing contract teachers. Each of these non-continuing contract teachers will be supervised and evaluated according to the following timelines and procedures. Non-continuing contract teachers have the right to personal counsel at all meetings involving the evaluation process.

### **Non-Continuing Contract Teachers: Year 1, 2, 3, 4 and 5 of the Professional Development and Evaluation Cycle**

All non-continuing contract teachers will participate in the MVRSD's Mentor-Mentee Program.

A non-continuing contract teacher will meet with his/her supervisor no later than the end of the first quarter of the school year to establish his/her three year professional growth plan. This meeting will include a review of the MVRSD Educators' Professional Standards and Guidelines and a timeline for one (1) or more formal observations will be established.

The non-continuing contract teacher and supervisor/MVRSD administrator will participate in a minimum of one (1) observation with formal pre- and post- observation meetings and a minimum of four (4) mini-observations.

The non-continuing contract teacher and his/her supervisor will complete the Summative Evaluation Form by April 1<sup>st</sup>. A meeting to discuss the Summative Evaluation Form will provide an opportunity for them to reflect upon progress in meeting the MVRSD Educator's Professional Standards and Guidelines.

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

The supervisor is responsible for bringing documentation of the formal and mini-observations to the Summative Evaluation meeting.

The Summative Evaluation Form will be kept in the employee's permanent 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.

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

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.

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

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

#### **I. Instruction for Student Growth**

*Learning differences: understanding individual differences and diverse cultures, creating an inclusive learning environment that allows each learner to reach full potential, and employing universal design principles and educational technology*

- Holds high expectations for all students
- Encourages students to take risks and use effective effort
- Shows students what is expected in class (posts goals, grading rubrics, and exemplars)
- Activates students' prior knowledge
- Ensures that students are familiar with vocabulary of learning and of content area concepts
- Presents material clearly and explicitly
- Uses a wide range of effective strategies, questions, materials, technologies, and flexible groupings
- Skillfully differentiates and scaffolds instruction for all students
- Adapts lessons and units to utilize teachable moments and correct misunderstandings
- Consistently summarizes lessons
- Ties lessons to real life situations and future opportunities

#### **II. Data Collection, Use and Planning**

*Learning facilitation practice:*

- a. *Use of assessment: understanding and ability to use multiple methods of assessment to engage learners in their own growth, to document learner progress, to*

*provide learner feedback, and to utilize in ongoing planning and instructional practices*

*b. Planning: ability to draw upon knowledge of content area standards, cross-disciplinary skills, learners, the community, and pedagogy to plan learning experiences that support every learner in meeting rigorous learning goals*

*c. Learning facilitation strategies: understanding and use of a variety of strategies and tools that develop deep understanding of content areas and their connections to other disciplines for students, and an ability to build skills in accessing, applying, and communicating information (both in traditional and digital modes)*

- Gives well-constructed diagnostic assessments prior to instruction
- Provides students with clear exemplars and criteria for work
- Uses a variety of methods to check for understanding
- Provides immediate feedback and clarifies any student confusion
- Helps students self-assess and take responsibility for improving their own performance
- Works with colleagues to use assessment data to re-teach struggling students and accelerate learning for all students
- Follows the MVRSD process in ensuring that children who demonstrate that they are at risk are referred to the appropriate support program in a timely fashion
- Analyze and chart data with colleagues to leverage student achievement
- Reflects on data with colleagues to fine-tune and continuously improve instruction

### **III. Student Management**

*Learning environment: managing learning environments that support self-directed individual and collaborative learning, in the classroom, in the extended community and in virtual learning experiences*

- Is direct, specific and consistent in communicating expectations
- Builds strong relationships with students based on caring, respect, and fairness
- Creates a climate of respect
- Assists students in developing positive interactions with others and building social-emotional skills
- Implements and maintains positive class routines
- Assists students in developing self-discipline, and taking responsibility for their actions
- Has a highly effective discipline repertoire
- Engages students in learning
- Maximizes academic learning time through lesson momentum, coherence, and smooth transitions
- Has a confident, dynamic classroom presence

### **IV. Content and Curriculum Expertise**

*Content Area(s):*

a. *Content knowledge: understanding of the central concepts, tools of inquiry, and structure of his or her discipline(s); and an ability to create learning experiences that make the discipline(s) accessible and meaningful for learners*

b. *Applications of content: connecting concepts, using a variety of perspectives to engage learners in critical and creative thinking, and collaborative problem-solving related to authentic issues*

- Is expert in their subject area
- Is up to date on current content research
- Has a plan for the year to ensure students meet the content area standards for their particular grade or discipline
- Plans include: big ideas, essential questions, skill acquisition, skill transfer, non-cognitive goals, and consideration for depth of knowledge
- Designs lessons with clear, measurable, achievable goals aligned with standards
- Uses high quality learning materials and appropriate technology
- Organizes materials and displays to support unit goals and maximize student learning

#### V. **Learning Development and Learner Differences**

*Learner and learning: understanding how learners develop, recognizing that patterns of learning and development vary, and showing the ability to facilitate developmentally appropriate and challenging learning experiences based on the unique needs of each learner*

- Is up to date on research on child development and how students learn
- Prepares diagnostic, formative, interim, and summative assessments to monitor learning
- Anticipates misconceptions and confusions and develops multiple strategies to overcome them
- Engages all students in active learning
- Breaks down complex tasks to address students' needs, styles, and interests

#### VI. **Communication and Collaboration**

*Collaboration: Acting with the learning community, with learners, families, colleagues, other professionals, and community members, in a manner that leverages all resources that contribute to student growth and development, learning, and well-being*

- Shows respect for family and community culture and values
- Shows parents/guardians a genuine interest and belief in each child's ability to reach classroom standards
- Gives parents/guardians clear expectations for student academic work and behavior
- Promptly informs parents/guardians of good news and behavior or learning problems
- Updates parent/guardians on curriculum progress and suggests ways to support students at home

- Holds students accountable for completing work
- Assigns appropriate homework
- Responds promptly to parent concerns
- Makes parents/guardians feel welcome at school and uses on-line grade-books, conferences and report cards to give parents feedback on student progress
- Reaches out to parents/guardians and community agencies to bring additional resources into the classroom or school

## VII. **Professional Responsibility**

### *Professional responsibility:*

*a. Reflection and continuous growth: using evidence to continually evaluate practice (particularly the effects of choices and actions on students, families, and other professionals in the learning community)*

*b. Adaptation of practice: to meet the needs of each learner*

- Has near perfect attendance except under extenuating circumstances
- Uses correct grammar, syntax, usage and spelling in professional writing
- Is punctual and reliable with paperwork, duties, and assignments
- Keeps accurate records
- Anticipate and communicate budgetary needs
- Demonstrates professional demeanor
- Maintains appropriate boundaries
- Is ethical
- Uses good judgment
- Maintains confidentiality with students' and colleagues' information
- Shares responsibility for grade wide and school wide activities
- Contributes ideas, expertise and time to the overall mission of the school
- Listens thoughtfully and responds appropriately
- Responds constructively to suggestions and criticism
- Collaborates with colleagues to plan, share teaching ideas and examine student work
- Seeks out and implements effective teaching strategies/ideas from colleagues, workshops, courses, and other sources

## VIII. **Educator Goals**

- Engages in professional development through self-assessment and goal setting; seeks and participates in professional growth opportunities

Mascoma Mini-Observation Checklist

Teacher: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Grade/Subject: \_\_\_\_\_

Domain	Evidence	Observations	3 Day Conversation Comments
1- Instruction for Student Growth	<input type="checkbox"/> Direct Instruction <input type="checkbox"/> Research Based Strategies <input type="checkbox"/> Checking for Understanding <input type="checkbox"/> Materials <input type="checkbox"/> Technology <input type="checkbox"/> Questioning <input type="checkbox"/> Discussion	Date-	Date-
2- Data Use, Planning	<input type="checkbox"/> Assessment <input type="checkbox"/> Grouping <input type="checkbox"/> Differentiation	Date-	Date-
3- Student Management	<input type="checkbox"/> Safe environment <input type="checkbox"/> Routines and Procedures <input type="checkbox"/> Effective Use of Time <input type="checkbox"/> Positive Culture <input type="checkbox"/> Respectful Relationships	Date-	Date-
4- Content/ Curriculum Expertise	<input type="checkbox"/> Familiar with Content <input type="checkbox"/> Progression of Skills <input type="checkbox"/> Real World Applications <input type="checkbox"/> Enthusiasm for Content	Date-	Date-
5- Learner Development/ Learner Differences Expertise	<input type="checkbox"/> Age Appropriate Skills/ Content <input type="checkbox"/> Differentiation <input type="checkbox"/> Scaffolding	Date-	Date-

6- Communicati on	<input type="checkbox"/> Age- appropriate, Clear Language <input type="checkbox"/> Focused <input type="checkbox"/> Respectful	Date-	Date-
7- Professional Responsibility	<input type="checkbox"/> Collaborative <input type="checkbox"/> Reflective <input type="checkbox"/> Prepared <input type="checkbox"/> Prompt	Date-	Date-
8- Professional Growth Plan Goals	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Date-	Date-

**MASCOMA VALLEY REGIONAL SCHOOL DISTRICT - SAU #62**

547 Route 4-P. O. Box 789, Enfield, NH 03748

Telephone (603) 632-5563 (TDD & Voice) [www.mascoma.k12.nh.us](http://www.mascoma.k12.nh.us)

FAX (603) 632-4181

**Amanda Isabelle, Interim Superintendent**

Christopher Beeso, Special Education Director, 504 Coordinator

Debra Ford, Business Administrator

Nancie Murphy, Director of Curriculum

Craig Suttie, Director of Technology

Diane Adam, Title IX – 632-4357

Cynthia Collea, Homeless Liaison - 632-4308

**Teacher Summative Evaluation  
Mascoma Valley Regional School District**

Teacher: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Dates covered by this evaluation: \_\_\_\_\_



Copy of Educator's Professional Development Plan

Professional Domain One

Instruction for Student Growth

*Understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.*

*Instructional strategies that I have used and how effective each strategy was with my students.*

*Example: Attended workshop on Enhancing Classroom Discussions. Added Think-Pair-Share to my literature circle. Noticed increased participation especially by the students who tend to be less engaged.*

Educator Reflection

Evaluator Reflection

Professional Domain Two

Data Use/Planning

*Understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide instructional decision making.*

*Plans instruction that supports every learner in meeting learning goals by drawing upon knowledge of content areas, curriculum, cross-disciplinary skills, pedagogy, knowledge of learners, and the community context.*

*Assessment data that I have used to meet the needs of individual students and how it impacted student learning.*

*Example: Using my formative test data from the Weather unit, I created tiered assignments to meet the needs of individual students. My summative Weather test showed that despite using tiered assignments my struggling learners did not quite achieve their objectives. I will meet with the students' case manager to refine my next set of tiered assignments.*

Educator Reflection

Evaluator Reflection

Professional Domain Three

Student Management

*Works to create an environment that supports individual and collaborative learning, encourages positive social interaction, actively engages students in learning, and ensures the safety of all students.*

*Classroom environment examples that support positive social interaction, as well as individual and collaborative learning.*

*Example: Rules for classroom discussions are posted and reviewed at the beginning of each discussion. I notice that my students take turns, listen actively, and respond to the previous speaker before offering support or giving a different opinion.*

Educator Reflection

Evaluator Reflection

Professional Domain Four

Content/Curriculum Expertise

*Understands the central concepts, tools of inquiry and structure of his/her discipline and creates learning experiences that make the discipline accessible and meaningful for learners to ensure mastery of content.*

*Understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity and collaborative problem solving related to authentic local and global issues.*

*Content instruction that is thorough, meaningful and relevant to students, and connects to the real world.*

*Example: After attending a workshop on fractions, I designed a lesson on cooking with fractions requiring students to halve a recipe and measure ingredients.*

Educator Reflection

Evaluator Reflection

Professional Domain Five

Learner Development/Differences Expertise

*Understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional and physical areas, and designs and implements developmentally appropriate and challenging learning experiences.*

*Uses understanding of individual differences and diverse families to ensure inclusive learning environments that enable each learner to meet higher standards.*

*Examples of how I design and implement developmentally appropriate instruction for the diverse needs of each learner.*

*Example: On the Composer/Musician project, students can select a composer from a menu and choose how they want to present the biographical information (i.e.) brochure, poster, powerpoint presentation, etc.*

Educator Reflection

Evaluator Reflection

Professional Domain Six

Communication

*Uses listening, speaking, reading and writing to communicate clearly with all students. Adapts the style of communication to the needs of the student.*

*Understands diverse families to ensure that school to home communication is clear and tactful.*

*Engages in ongoing conversations with all colleagues, shares ideas, offers and accepts support in a respectful, professional manner.*

*Clear and effective communication with students, families, and colleagues.*

*Example: I have concentrated on improving communication with families this year. I have sent home a weekly newsletter. I have set up a classroom website. Monthly "Good Job" emails or phone calls are made to each family.*

Educator Reflection

Evaluator Reflection

Professional Domain Seven

Professional Responsibility

*Seeks opportunities to collaborate with learners, families, colleagues, and other community members to ensure learner growth and to advance the teaching profession.*

*Engages in ongoing professional learning and uses evidence to continually evaluate his/her practices and adapts practices to meet the needs of learners.*

*Completes reporting responsibilities efficiently and effectively.*

*Carries out professional responsibilities in a timely manner.*

*Examples of how I demonstrate professionalism.*

*Example: I joined a PLC on co-teaching. I was paired with a special educator and began planning and implementing co-teaching in our classroom. The results have been phenomenal. All students met their NWEA growth targets and discipline referrals dropped.*

Educator Reflection

Evaluator Reflection

Professional Domain Eight

Educator Goals

*From my PGP*

*Examples of how I met the goals in my Professional Growth Plan.*

*Please address all three of your goals separately (district, school, personal)*

Educator Reflection

Evaluator Reflection

## MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and entered into by the Mascoma Valley Regional Education Association – NEA/NH (hereinafter “MVREA”), and the Mascoma Valley Regional School District (hereinafter “the District”).

WHEREAS, the collective bargaining agreement (“CBA”) between the MVREA and Mascoma Valley Regional School Board is silent as to workers compensation benefits for bargaining unit members in the event they suffer an on the job injury and experience a resulting period of total or partial disability, and

WHEREAS, an established practice has existed within the District in which bargaining unit members have been permitted to sign over to the District workers compensation indemnity payments that they have received following an on the job injury in exchange for remaining on full salary during the period of disability (while deducting a pro-rated share of accrued sick leave to cover the difference between the amount received as workers compensation and regular salary), and

WHEREAS, for tax and bookkeeping purposes, it has now been determined that bargaining unit members should retain their workers compensation checks and not sign them over to the District;

NOW, THEREFORE, in consideration of the obligations undertaken herein, it is agreed between the MVREA and the District as follows:

1. As of the date of this agreement, injured bargaining unit employees who receive indemnity benefits under the workers compensation statute (RSA 281-A:1 *et seq*) shall retain said payments and not sign them over to the District.
2. In the event an injured bargaining unit employee has accumulated sick leave in accordance with the provisions of Section 19.01 of the CBA, the employee may utilize such paid leave on a pro-rated basis to cover the difference between the amount paid as workers compensation and regular salary as a “supplemental benefit,” from which all legally required and/or authorized deductions shall be made, including the employee’s share of any health insurance premium and retirement contributions. By way of example, if an employee receives payment for 60% of her regular salary as workers compensation, she may supplement her workers compensation payment with 40% of accrued sick leave for the same period.
3. At no time will any employee receive more than 100% of his/her regular salary.
4. Employees are prohibited from using paid leave under Article 24: Sick Bank to supplement workers compensation payments.
5. Only in the event that a bargaining unit member’s claim for workers compensation benefits is approved for a period of disability in which the employee has already

drawn paid sick leave, shall the employee assign her/his workers compensation check back to the District, in order to prevent the employee from receiving more than 100% of his/her regular salary (i.e., paid sick leave, plus workers compensation benefits). The District shall restore the employee's accumulated sick leave that was utilized and paid prior to the approval of the workers compensation claim based upon receipt of such proceeds. Employees may elect to supplement their workers compensation benefit by utilizing accumulated sick leave as described in paragraph 2, above, in order to maintain regular salary for the period of disability.

6. This Agreement contains the complete understanding between the parties.

7. This Agreement shall be binding on the parties, and no amendment to this Agreement shall be valid or effective unless made in writing and executed by the parties hereto subsequent to the date of this Agreement.

IN WITNESS WHEREOF, the parties have duly authorized and caused this Agreement to be executed as follows:

MASCOMA VALLEY REGIONAL EDUCATION  
ASSOCIATION, NEA-NH

Date: 23 March 18

By: 

Title: MVREA President

MASCOMA VALLEY REGIONAL SCHOOL  
DISTRICT

Date: March 27, 18

By: 

Title: School Board Chair

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into by the Mascoma Valley Regional Education Association/NEA-NH (hereinafter “the Association”), and the Mascoma Valley Regional School District (hereinafter “the District”).

WHEREAS, the Association and the District have a mutual interest in determining the bi-weekly pay period in which annual salaries shall commence for bargaining unit members represented by the Association each contract year; and

WHEREAS, the District’s annual fiscal year commences on July 1 and bargaining unit members traditionally return to work from summer recess on or about the third Tuesday in August;


NOW, THEREFORE, it is agreed between the Association and the District as follows:

1. Members of the bargaining unit represented by the Association shall receive their first salary payment under their annual contract during the fourth pay period of each fiscal year, unless the fourth pay period occurs before teachers have returned from summer recess, in which case they shall be paid their first salary payment during the fifth pay period.
2. This MOU contains the complete understanding between the parties.
3. This MOU shall be binding on the parties, and no amendment to this agreement shall be valid or effective unless made in writing and executed by the parties hereto subsequent to the date of this MOU.

IN WITNESS WHEREOF, the parties have duly authorized and caused this Agreement to be executed as follows:


MASCOMA VALLEY REGIONAL EDUCATION  
ASSOCIATION, NEA-NH

Date: 4/20/20

By:   
Title: MUREA President

MASCOMA VALLEY REGIONAL SCHOOL  
DISTRICT

Date: 4/28/2020

By:   
Title: MVRSD Chairman