

**July 1, 2020 through June 30, 2023**

**AGREEMENT**

**Between**

**CLAREMONT SCHOOL BOARD**

**&**

**SUGAR RIVER EDUCATION**

**ASSOCIATION, INC.**


**April 2020**

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July 1, 2020 through June 30, 2023

  
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Tammy Yates, President                      Date  
Sugar River Education Association

  
\_\_\_\_\_  
Frank Sprague, Chair                      Date  
Claremont School Board

## **AGREEMENT**

AGREEMENT, made this 1st day of April, 2020 by the School Board of Claremont, New Hampshire, hereinafter called "the Board" and the Sugar River Education Association, Inc. (SREA), affiliated with the New Hampshire Education Association and the National Education Association, hereinafter called "the Association".

### **ARTICLE I. Recognition**

- 1.1 For the purpose of collective negotiations, the Board recognizes the Association as the exclusive representative of all teachers of the Claremont School District during the term of this Agreement. Teachers shall include any individual employed by the Claremont School District, the qualifications for whose position are such as to require him/her to hold an appropriate credential issued by the State Board of Education under its regulations governing the certification of teaching personnel, school librarians, nurses, and guidance personnel, but excluding superintendents, assistant superintendents, business administrators, special education academic evaluator, induction with mentoring program director, principals, director of guidance, director of elementary guidance, department heads, coordinator of special education, vocational director, persons employed by the State Board of Education, teacher consultants, programmers, teacher aides, school volunteers, bona fide executives or administrators.
- 1.2 The Association agrees to represent all such employees in the unit designated above without discrimination and without regard to membership in the Association. However, this shall not prevent the Board from communicating or consulting with any employee or group of employees covered by this Agreement for any purpose the Board shall deem desirable in the discharge of its responsibilities.

### **ARTICLE II. Procedure for Negotiation of Successor Agreement**

- 2.1 On or before October 1, 2019, the Association may, in writing by certified mail return receipt requested, notify the Board of its desire to terminate or modify the terms and conditions of this Agreement. If proper notice is given, the parties shall, no later than November 1, 2019, meet, confer, and negotiate in accordance with the procedures set forth herein in a good faith effort to reach mutual understanding and agreement.
- 2.2 The negotiating committee of the Board and the negotiating committee of the teachers shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement and subject also to the approval of any and all cost items negotiated by the Claremont School District pursuant to the provisions of RSA 273-A.
- 2.3 During negotiations, the committee of the Board and the committee of the Association will present relevant data, exchange points of view, and make proposals and counterproposals.

- 2.4 Before negotiating with the Association, the Board may request, if it has a good faith doubt, that the Association produce commonly accepted evidence to show that it represents the majority of the employees in the unit defined in Article I of this Agreement.
- 2.5 The Board agrees not to hinder the Association in obtaining such nonconfidential information in its possession as is reasonably requested and necessary for the intelligent development of proposals.
- 2.6 If, after discussion of all negotiable matters, the parties fail to reach agreement on any negotiable subject put before them, either party may declare an impasse. If, within seven (7) days after the declaration of impasse, the parties cannot agree on a mediator and obtain a commitment from any such person to serve, then either party may request the Public Employees Labor Relations Board to designate a mediator.

The mediator shall meet with the parties and use his/her efforts to attempt to resolve the impasse through the use of mediation procedures and techniques.

In the event mediation does not successfully resolve the impasse, the issues may be submitted to fact-finding. The fact-finder may be selected by mutual agreement of the American Arbitration Association (AAA).

The fact-finder will, acting upon the rules and regulations of the American Arbitration Association, meet with the parties forthwith, either individually or jointly, make inquiries, investigations, hold hearings and hear evidence regarding the parties' respective positions. All parties to the dispute shall furnish the fact-finder upon request, all records, papers and information in their possession pertaining to any matter properly in issue before the fact-finder. If such controversy is not resolved prior thereto, the fact-finder will make findings of fact and recommended terms of settlement of the controversy provided, however, its authority will be limited in making findings and recommendations with respect to negotiable subjects and only on issues put before it. Said recommendations will be made in writing to both parties within thirty (30) days after the designation of all members of the committee and will be advisory only and shall not be binding on either party. The report may thereafter be made public at the discretion of the fact-finder if the issues in dispute have not been resolved within ten (10) days of the delivery of the report. The costs for the services of the fact-finder, including his/her per diem expenses and the cost of hearing room and transcript, if any, will be shared equally.

- 2.7 All decisions of the Board regarding matters in dispute in negotiations shall, after full compliance with the provisions of this Article, be final.
- 2.8 In no event will any mediator or fact-finder have the authority to do other than interpret and apply the provisions of this Agreement and he/she shall have no power to add to or subtract from, alter or modify any of the said provisions.

- 2.9 Disputes which arise out of the interpretation of what is or is not a negotiable item and disputes which arise out of the implementation or lack of implementation or an advisory fact-finding recommendation shall not be subject to the grievance procedure of this Agreement.
- 2.10 The parties agree that in calling upon the services of the AAA, they will comply with the applicable rules and procedures of the AAA.

### **ARTICLE III. Scope of Agreement**

- 3.1 The parties understand that the Board and the Superintendent may not lawfully delegate powers, discretions and authorities which by law are vested in them; and this Agreement shall not be construed so as to limit or impair their respective statutory powers, discretions, and authorities. Agreements reached pursuant to Article II hereof shall not constitute a waiver of and shall not be construed in derogation of such powers, discretions, and authorities.

### **ARTICLE IV. Association Rights**

- 4.1 The Association will have the right to use school buildings at reasonable times, without costs, for meetings. Request for the use of buildings will be made to the Principal in advance. The association shall, however, pay any additional cost incurred by the Board in granting this use.
- 4.2 The Association will be given an opportunity at building faculty meetings to present brief reports and announcements.
- 4.3 The Association will, upon request, be given a place on the Agenda of the orientation Program for new teachers, as well as a place on the agenda at the general meeting for all teachers on the first day of school.
- 4.4 The Association will have the right to post notices on its activities and matters of teacher concern on teacher bulletin boards located in the teachers' rooms only.
- 4.5 Upon notification by an employee (see Appendix D attached hereto), the Board will deduct for professional Association dues, and having forwarded such deductions to the Association treasurer, the Board shall be held harmless from any and all claims in connection therewith.

- 4.6 The Association may, with permission from the building Principal, use school equipment, normally used by teachers, for Association activities. However, expendable material will be at the expense of the Association.
- 4.7 Rights granted to the Association under this Article IV shall not, in judgment of the Board, be disruptive or injurious to the Claremont School District, its students, the faculty or administration, nor in violation of any of the provisions of this Agreement. In making judgments under this section, the Board shall not be arbitrary or capricious.
- 4.8 During the term of this Agreement, the rights set forth in this Article shall not be granted to any other bargaining agent.
- 4.9 If an Association representative wishes to conduct Association business on school property during regular school hours, they may do so providing the Association representative shall notify the Building Administrator of his/her presence. In the event the representative wishes to see teachers in the school, arrangements will be made by the Building Administrator to insure there is no interruption of school activities.

## **ARTICLE V. Evaluation and Personnel Files**

- 5.1 The parties agree that sound evaluation of teacher performance and effectiveness is a valuable asset in establishing accountability to the student and the educational community.
- 5.2 The parties recognize and agree that, subject to the provisions of this Article V, teacher evaluation is a supervisory function and the sole responsibility of the Board.
- 5.3 Each new teacher to the Claremont School District shall be made aware of the school district's evaluation plan at the school district's New Teacher Day, including criteria, goals, and objectives of any such plan (including new plans) and all teachers will have the right to contribute input. Such input should be submitted in writing to the teacher's respective department head or principal and consideration will be given to any such input.
- 5.4 Professional Growth and Performance Plan. See attached Claremont School District Teacher Evaluation Plan. (Appendix F).
- 5.5 No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had an opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicated agreement with the contents thereof. The teacher will also have the right to submit a written answer which shall be attached to such file material; except that this section shall not apply to material of confidential nature; i.e. employment references, etc., secured in employing any teacher.

Derogatory material in the teacher's file will remain for no more than four (4) years with the exception of evidence of sexual misconduct having an effect on his/her ability to perform.

- 5.6 A teacher will have the right, upon request, to review the nonconfidential contents of his/her personnel file, at reasonable times, provided that the Board shall be held harmless from any and all claims in connection with the permission granted to any such teacher under the provisions of this section. A teacher wishing to utilize the provisions of this section shall obtain permission in advance from the superintendent's office. An employee, if he/she desires and for a reasonable fee, may have copies made of items in his/her personnel file that are not confidential as indicated under the Family Educational Rights and Privacy Act.
- 5.7 Test results shall not be used for evaluation of individual teacher performance. It is agreed that test results are for the purpose of instructional program evaluation and individual student remediation.
- 5.8 The Claremont School District has installed video surveillance systems in various locations in an effort to ensure the safe, secure, and efficient operations of its schools. Accordingly, the Claremont School District agrees that the school video surveillance system shall not be used primarily for the purpose of monitoring employees' day to day activities in an effort to uncover otherwise unsuspected employee misconduct and is not intended to be an evaluative tool. Provided however, nothing herein shall be construed to prohibit the Claremont School District from using any video recordings in disciplinary or evaluative matters where misconduct is first discovered, suspected or reported through other means or through the routine and appropriate use of the video surveillance system in a manner that conforms with the requirements of this provision. An employee has the right to access and receive copies of any surveillance material if it is being used for disciplinary purposes.

## **ARTICLE VI. Consultation on Educational Programs**

- 6.1 The Board desires the participation of its professional educational personnel in the development of sound educational programs for the school children of the district. In connection with making major changes in educational programs, including any new system of teacher evaluation, the Superintendent shall notify the President of the Association and shall consult with the Association's President (or his/her designee) if requested to do so. The President of the Association may submit to the Board through the Superintendent any recommendations for major changes in the educational programs. The Board shall give due consideration to such recommendations of the Association. Responsibility hereunder on the part of the Board shall be limited to notification to the President of the Association. It is understood that in any event the final decision hereunder is the responsibility of the Board.



## **ARTICLE VII. Teacher Rights**

- 7.1 Nothing contained herein shall be construed to deny or restrict any teacher such rights as he/she may have under State of New Hampshire School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- 7.2 The foregoing will in no way limit the authority of the Superintendent to suspend a teacher and/or to recommend dismissal under State Law to the Board, or the authority of the Superintendent and Board, under State Law, to dismiss teachers.
- 7.3 An employee covered by this Agreement shall have the right to have an Association representative present upon request.
- 7.4 No teacher shall be disciplined except for just cause. Normally, discipline will be progressive in nature and will proceed in the following order: verbal warning, written warning, suspension without pay, and discharge. Disciplinary action may be taken out of order depending on the severity of the infraction, as determined by the Superintendent.
- 7.5 Teachers will be informed in writing regarding information placed in their personnel files if such material pertains to teaching performance or behavior. The District shall maintain one official personnel file for each bargaining unit member. This file shall be stored in the Human Resources office at the SAU.
- 7.6 In the event that individual contracts are issued before negotiations between SREA and the Claremont School Board are concluded, it is mutually agreed that these individual contracts will be amended to reflect any subsequent changes in the Master Agreement.
- Any contract issued will represent the complete Agreement between the parties. Said contract is subject to Section .1 above and shall be signed by the district prior to it being offered to the individual bargaining unit member.
- 7.7 If an employee is returned to work after a suspension pending the outcome of an investigation, the employee's personnel file shall be cleared of any information relating to the underlying incident/investigation if the employee is exonerated.

## **ARTICLE VIII. Employment**

- 8.1 Board is willing to go to each building administrative team and discuss meeting efficiency. Union members are encouraged to raise their concerns about meeting efficiency with their respective building administrative teams. After school building level faculty meetings shall not exceed 90 minutes unless approved by a majority vote of the faculty in attendance. Except in unusual circumstances, the Board agrees to employ only those persons who are certifiable under State of New Hampshire laws and regulations established by the State Board of Education.

8.2 The period of service shall not be for more than 186 days (as specifically set forth in an individual contract [see Appendix C] to include *not more than* 180 teaching days. A teacher new to the District shall have an additional in-service day prior to the beginning of the school year.

1. Teachers will work

A. Two 6.5 hour in-service days that take place immediately prior to the start of the school year as follows:

i. One day will be scheduled by administration for the purpose of professional development.

ii. One day will be utilized by the teacher at his or her own discretion.

B. Parent Teacher Conferences: Teachers will be available to meet with parents on the second Monday in November, 12:30-8:00pm.

C. Five Early Release days that take place on a Friday in: October, January, March, April, and May, which will be designed to enable teachers to collaborate on topics that will improve instruction.

D. Two full in-service days, one in February and one in March, which will be designed to enable teachers to collaborate on topics that will improve instruction.

E. One end of year school day. This work day will be scheduled after the last day of class and will conclude by 2:30pm.

If there is a snow day on any of the days above teachers will be required to make that day up.

2. The school year will be based on total hours. 10 minutes are included in the school day at all schools to offset five total instructional days. Teachers and students will not be required to make up five emergency days because of the aforementioned ten minutes included in the school day. If there are more than five emergency days, teachers and students making up those days will be at the discretion of the superintendent.

A. The elementary school instructional day will be 8:30 A.M. to 3:10 P.M.

B. The middle school instructional day will be 7:35 A.M. to 2:15 P.M.

C. The high school instructional day will be 7:25 A.M. to 2:06 P.M.

- 8.3 The Association and its members recognize that each teacher has a professional responsibility to provide the best possible opportunity to each and every student, and that the teacher's responsibility carries beyond the normal school day.
- 8.4 Teachers will report no later than 15 minutes before the start of instructional time, and remain no less than 15 minutes after the end of instructional time. Preparation periods are for professional planning purposes that occur on school property during the school day. Unless otherwise approved by the school principal, personal errands are not to occur during professional preparation times.
- 8.5 Teachers are expected to put in whatever time is necessary to carry out their professional duties, including (but not limited to) faculty meetings, conferences with parents or students, extra help, an annual ninety (90) minute open house, or conferences with administration as required. Such meetings shall be of reasonable duration.
- 8.6 The Board agrees that each teacher will have a 30 minute duty free lunch period, consistent with the individual requirements of each building.

A teacher unable to obtain duty free lunch on any given day shall be compensated by the District on a monthly basis at the same wage as paid noontime aides.

The above does not refer to a shortened school day or to teachers regularly assigned to lunch duty; and it is understood that the principal will make every effort to obtain lunch aides.

- 8.7 The Board will continue its practice (1972-1973) to provide class preparation time.
- All elementary teachers will have five hours of duty free prep time in each full instructional week
- 8.8 Except in unusual circumstances, teachers will be notified of their teaching assignments at their summer address by the principal as soon as practicable but not less than thirty (30) days prior to the opening of classes for the ensuing year.
- 8.9 A teacher may refuse to accept an assignment different from that which was the basis for his/her acceptance. Such refusal shall constitute termination without prejudice.
- 8.10 Teachers shall be given an opportunity to apply for any open and unfilled positions which may be available, provided she/he is qualified and can be certified by the State Department of Education. Any such teacher shall be required to submit a written request for consideration under this section; such request shall set forth the position desired, and open, the teacher's qualifications and a statement that she/he is certifiable for any such position.
- 8.11 The Association agrees to submit to the Board for its consideration suggestions for the school calendar on or before January 15 of the preceding year. The Board shall have the right to establish the school calendar and to make appropriate changes at any time, and

such action by the Board shall not be subject to the Grievance Procedures of this Agreement.

- 8.12 Written notice of all teaching and supervisory vacancies shall be sent by the Superintendent to the President of the Association and also shall be posted online and on the faculty and office bulletin boards of each building within five (5) calendar days of the date the district is aware the vacancy exists.

Notices of opportunities for teaching additional classes with attached job descriptions will be posted on building bulletin boards and a copy sent to the Association President. Administrators will select the best qualified applicant for the position from the pool of applicants, taking into consideration the needs of students and the school educational program. Administrators will not act in an arbitrary or capricious manner in making the selection.

- 8.13 Thirty (30) days prior to the effective date of any involuntary transfer, the Employer shall notify the affected bargaining unit member and the Association and provide reasons for said transfer.

- 8.14 a. The Board agrees to compensate teachers for work performed on a short term basis and/or in the absence of a substitute for another teacher as follows:

1. For teachers of grades K-8 which schedules in periods or subjects, teachers will be compensated at the rate of \$20.00 per hour when asked to “cover” temporarily (in excess of their normal teaching load and up to one study hall period – which may be assigned by the principal on a rotating basis) during a teacher’s professional /preparation time.
2. For teachers at the high school level, teachers will be compensated at the rate of \$20.00 per hour when asked to “cover” temporarily during a teacher’s specifically reserved professional/preparation time.

- b. Teachers shall continue their current practice of being available for such activities as consultation with department heads, extra assistance for his/her students, make-up work, consultation with guidance, building team meetings for special education referrals, curriculum development where appropriate, parental communication, materials development, professional readings and development, consultation with administration, and building monitoring when not assigned to study hall.

- c. At the high school level, the Board agrees to compensate a teacher at a pro rata rate for teaching additional credits beyond the normal teaching load.

- 8.15 Teachers who are not to be renominated, re-elected, or granted recognition pay shall be notified in writing by April 15 of the then current contract year.

- 8.16 If finalist, all external candidates who interview for a job opening within the bargaining unit shall be instructed at the time of the interview where a copy of this collective bargaining agreement is located online.
- 8.17 Teachers who are required to provide a signature acknowledging receipt of a policy, directive or any other document, are expected to familiarize themselves with its contents and the signature itself only evidences receipt and notice.
- 8.18 Faculty and department meetings shall occur on the following schedule:
- Elementary Schools: Except in extenuating circumstances, no more than two meetings per month, each lasting no longer than ninety (90) minutes in duration from 3:30 to 5:00 on every other Tuesday, when school is in session.
- Middle School: Except in extenuating circumstances, no more than two meetings per month, each lasting no longer than ninety (90) minutes in duration from 2:30 to 4:00 on every other Tuesday, when school is in session.
- High School: Except in extenuating circumstances, no more than two meetings per month, each lasting no longer than ninety (90) minutes in duration from 2:30 to 4:00 on every other Tuesday, when school is in session.

## **ARTICLE IX. Grievance Procedure**

9.1 Definition:

A “grievance” is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers based upon the interpretation or application on any of the provisions of this Agreement. An “aggrieved teacher” is a person or persons making the claim. All time limits specified in this Article IX shall mean school days except under Section 9.3 and Section 9.8 of this Article IX.

9.2 Purpose:

The parties acknowledge that it is most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (see Appendix E attached hereto) and referred to the following formal grievance procedure.

9.3 Formal Procedure

The grievance shall state the specific violation or condition with proper reference to the contract Agreement. It shall also set forth names, dates, and any other related facts which will provide a sound basis for a complete understanding of any such grievance. A grievance to be considered under this procedure must be initiated within thirty (30)

calendar days of the date the employee knew or should have known of the action which gives rise to his/her claim. Failure to initiate a grievance within this time will make the grievance null and void. The term "days" shall mean calendar days.

Level A: Within three (3) days of receipt of a formal grievance the building principal, if at grades K through 6, or the department head, if at grades 7 through 12, shall meet with the aggrieved teacher. Within two (2) days following any such meeting, the principal or department head shall give his answer in writing. If the grievance is not settled at this level, then it may be referred to Level B within ten (10) calendar days of the receipt of an answer given at this level.

Level B: Within five (5) days of a grievance being referred to this level, the superintendent, if at grades K through 6, or the principal, if at grades 7 through 12, will meet with the participants of Level A and examine the facts of the grievance. The principal or the superintendent shall give his/her answer within five (5) days of any such meeting. If the grievance is not settled at this level, then within ten (10) calendar days of receipt of the answer rendered at this level, the grievance may, in the instance of grades K through 6, be referred to Level D. In the instance of grades 7 through 12, may be referred to Level C.

Level C: Within five (5) days of a grievance being referred to this level, the superintendent will meet with the participants of Level B and examine the facts of the grievance. The superintendent shall give his/her answer within seven (7) days of any such meeting. If the grievance is not settled at this level, then within ten (10) calendar days of receipt of the answer rendered at this level, the grievance may be referred to Level D.

Level D: Within ten (10) days of a grievance being referred to this level, the Board will meet with the participants of Level B (if grades K-6) or C (if grades 7-12) and examine the facts of the grievance. The Board will give its answer within five (5) days of any such meeting. If the grievance is not settled at this level, then within ten (10) calendar days of the receipt of the answer rendered at this level, the grievance may be referred to Level E.

Level E: If the grievance remains unsettled, then the matter may be referred by the Association to binding arbitration. If the matter is referred to binding arbitration, then the parties shall apply to the AAA to name an arbitrator under the rules and procedures of the AAA.

The arbitrator shall use his/her best efforts to arbitrate the grievance, but he/she shall have no power or authority to do other than interpret and apply the provisions of this Agreement, and he/she shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator shall thereafter submit a decision to both parties. The arbitrator's decision shall be binding on both parties. The parties agree to share equally in the compensation and expense of the arbitrator.

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

- 9.5 Grievance(s) of a general nature may be submitted to Level B.
- 9.6 A grievance in order to be considered further must be forwarded to the next appropriate level within ten (10) calendar days of receipt of the answer given at the proceeding level.
- 9.7 In the event a grievance is filed on or after June 1, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
- 9.8 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits, (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at the level.

## **ARTICLE X. Miscellaneous Provisions**

- 10.1 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 including the Elementary and Secondary Education Act, 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.
- 10.2 The Board and the Association agree that there shall be no discrimination, and that all practices, and policies of the school system shall clearly exemplify that there is not discrimination in hiring, training, assignment, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, disability, sexual orientation, membership, and/or activity in the Association.
- 10.3 Copies of this Agreement shall be printed at the expense of the Board and presented to members of the Association's bargaining team no later than the first five (5) working days of a school year after a new agreement has been reached. A copy of this agreement shall be posted online and made available to all candidates and employees in the bargaining unit. If there is any discrepancy in the online collective bargaining agreement, the original document, signed by the parties, shall be the document of record.
- 10.4 Any individual contract (see Appendix C attached hereto) between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, it shall be considered invalid and this Agreement, during its duration, shall be controlling.

- 10.5 The Parties mutually agree that any increases in teachers' salaries from one year to the next will not be filed as a separate warrant article but will be included as part of the total budget warrant.

## **ARTICLE XI. Leaves of Absence**

- 11.1 Teachers will begin the contract year with a credit of fifteen (15) days sick leave. The Board agrees to permit the accumulation of unused sick leave from year to year up to one hundred thirty-five (135) days, plus the current year's allowance, with a maximum of one hundred fifty (150) days. The immediate supervisor and/or the superintendent may, prior to permitting an employee's return to work, request medical evidence when such absence under this Section 11.1 exceeds five (5) consecutive work days, and the Board shall pay the cost of securing such medical evidence if additional costs are incurred by the employee. Sick days may be used for the employee's own illness and to tend to the illness of an immediate family household member. Sick leave shall not be used to supplement or replace personal leave. Employees shall take all reasonable steps to schedule doctor's appointments outside of the school day.

Each school year the District will buy-back, at the rate of \$100/day, up to five sick days as follows: five days for a teacher who does not take any sick days in a given school year; four days for a teacher who takes no more than one sick day; three days for a teacher who takes no more than two sick days; two days for a teacher who takes no more than three sick days; and one day for a teacher who takes no more than four sick days. Days that are bought back may not be accumulated. A teacher must elect to accept the bonus by providing written notice of that intent to the Superintendent by May 1<sup>st</sup>. If said notice is received, the bonus shall be paid no later than June 30<sup>th</sup> of the fiscal year in which the bonus is earned. If no notice is received, sick days will continue to accumulate.

A sick leave pool is established for the use of the teacher who has exhausted his/her available sick leave. The maximum number in the pool shall be 200 days. Each new teacher to the District shall contribute one (1) day to the pool upon entry to the District. Should the pool fall below eighty (80) days, then one-half (1/2) day will be taken from each teacher once each year to bring the pool back up to the maximum number of days. The pool can only be replenished once in the course of a year. The sick leave pool will be administered by a committee composed of three (3) members of the Association appointed by the president and to include the Business Manager (ex officio) hereafter called the Administrative Committee. A teacher will become eligible to request benefits from the sick leave pool after an incapacitating illness or disability provided she/he has been out five (5) consecutive days and has exhausted all accrued sick leave. Upon presentation of evidence of disability or illness to the Administrative Committee and approval by same, a teacher will be granted up to twenty (20) days of sick leave. She/he may request an additional twenty (20) days of sick leave from the pool for a maximum of forty (40) days in any one school year.



- 11.2 Personal leave may be taken for conducting important affairs which cannot be accomplished at any other time, attendance at funerals, attending to sick non-household relatives, attending to other urgent, confidential family concerns, and observing Holy Days. Personal leave shall be taken with the permission of the Superintendent who shall not act in an arbitrary or capricious fashion. Reasons must be provided only if more than three personal days in a school year, or days which extend a vacation or holiday, are requested. Such reasons may be given orally and will be held in strict confidence. Personal leave may not be taken for social affairs, pleasure trips and recreation. A written request for personal leave must be electronically submitted via the District's absence system and shall be responded to by the Superintendent or designee as soon as practicable and in no event later than the end of the school day prior to the requested leave day except in an emergency. Personal leave may be taken in two-hour increments.

If an SREA member has to leave for under 2 hours (for instance, to attend a funeral), there will be no charge for any personal day time as long as two or fewer of these leaves are utilized in a year. No reason shall be given for these two (2), two-hour leaves, except as outlined in the previous paragraph.

A teacher shall be paid a bonus of \$300 if no personal leave is taken during the school year; \$200 if no more than one such day is taken and \$100 if no more than two such days are taken. The bonus shall be paid no later than June 30<sup>th</sup> of the school year in which the bonus is earned.

- 11.3 Any employee who is absent due to a work connected illness or accident (workmen's compensation) shall receive the new difference between Workmen's Compensation payments and his/her full pay at his/her applicable salary rate and such payment by the Board shall continue until any such employee has used all of his/her accumulated sick leave. According to the Board's present policy of reducing sick leave to a dollar pool and the debiting of this pool to cover the differences between the amounts received from Workmen's Compensation and the teacher's usual contract rate per day. Thereafter, he/she shall continue to receive only those monies paid to him/her under the provisions of the Workmen's Compensation law of the State of New Hampshire. Amounts paid by the School District under the provisions of this section shall be subject to usual and customary payroll deductions (taxes, etc.). In no event shall any teacher receive monies in excess of the regular new earning to which the teacher was entitled prior to any such Workmen's Compensation claim.
- 11.4 Unpaid maternity or adoption leave for the purpose of caring for an infant up to two years of age shall be granted to a parent (but only one parent at a time if both parents are employed by the District). Requests for extension or reduction of such leave may be granted at the discretion of the Superintendent.

A teacher shall request such leave in writing to the principal no later than four months before the expected due date or notification of an impending adoption has been received. A teacher who uses such leave shall be returned to the same position as the teacher was in at the time the leave commenced if the position still exists. If the position is no longer in existence, the teacher shall be returned to a similar position. The District shall continue to

pay the District's portion of health insurance premiums as provided in the CBA for the period during the leave for the first twelve months of the leave provided the teacher states in writing his/her intention to return to teaching in the District for a period of at least two years.

A teacher may use accumulated sick leave for a total of six weeks surrounding the birth or adoption of a child, whether taken before or after the birth/adoption. Additional sick days may be taken only if the principal is provided with a physician's statement of medical disability.

- 11.5 Military leave of absence shall be granted by the Board in accordance with existing state and federal statutes.
- 11.6 For unpaid authorized absences, other than those provided for in this Article XI, teachers will have deducted 1/185th of their annual salary.
- 11.7 An employee called as a juror will be paid the difference between the fee he/she receives for such service and amount of earnings lost by him/her for reason of such service based on the employee's regular daily rate. Satisfactory evidence must be submitted to the employee's immediate supervisor.
- 11.8 An employee called to serve not more than a fourteen (14) day annual training tour of duty with the National Guard or Armed Forces Reserves will be paid the difference between his/her pay for such government service and the amount of earnings lost by him/her for reason of such service based on the employee's regular daily rate.
- 11.9 Leaves for any reasons not covered by this agreement may be granted, paid or unpaid, at the sole discretion of the Superintendent.
- 11.10 Sabbatical Leave.
  - a. Teachers who have been employed by the Claremont School District for at least seven (7) consecutive years may be granted a sabbatical leave for professional or self-improvement for up to one school year. A teacher who has received sabbatical leave under this Section shall be re-eligible for such leave after seven (7) additional consecutive years of employment in the District.
  - b. It is agreed that professional improvement includes, but not limited to: attending a college, university, or other educational institution; travel to enhance the teacher's professional skills or knowledge; independent study or research.
  - c. The Selection Committee shall consist of seven (7) members: Superintendent of Schools, Assistant Superintendent of Schools, high school principal, an elementary school principal, an elementary school teacher, a high school teacher, and a past or present officer of the Association who is employed by the Claremont School District. The teacher members are to be appointed by the Association President.

The terms of the teacher members are to be three (3) years, and those members are eligible for re-appointment. Any teacher vacancies on the Selection Committee shall be filled by appointment of the Association President. All Selection Committee decisions shall be by majority vote cast by secret ballot.

- d. After the first year, all applications must be submitted by February 1 for leave the following school year. The decision of the Selection Committee will be made by March 1.

The successful applicant (or applicants) must make a final decision to accept the leave or refuse it by April 15. If a successful Applicant refuses the leave, the Selection Committee may choose an alternative applicant.

- e. A maximum of two (2) persons may be on leave at one time. Usually, this will mean one (1) elementary teacher (grades K-6) and one (1) high school teacher (grades 7-12), although the Committee could select both persons from the same category if their proposals warrant such selection.
- f. Preference will be given to full-year applicants. However, in cases where two applicants represent the same department or same general grade level, due consideration will be given to such applications for a semester leave.
- g. A teacher shall not receive a salary during the term of sabbatical leave.
- h. Sabbatical leave will count as a year of experience in determining the person's proper placement for salary on his return to the District. If, during the year of sabbatical leave, the teacher acquires credits or completes a program for an advanced degree, he/she shall be placed on the appropriate salary level as provided for this Agreement.
- i. A teacher on sabbatical leave shall be eligible to participate in group insurance programs provided to teachers under this Agreement.

The premiums for all such insurance shall be paid from the funds provided for insurance programs as stated in Article XII of this Agreement. The right to continue participation in such group insurance programs will terminate if the teacher does not return to employment pursuant to this Article or if the carrier does not allow such coverage.

- j. A teacher shall not accrue sick leave during the year of the sabbatical leave, but shall retain all accumulated sick leave earned at the completion of the school year prior to the sabbatical leave. A teacher granted a semester of sabbatical leave shall be eligible to use and accrue one-half the yearly sick leave allotment as provided in Article XI of this Agreement.

- k. A teacher returning from sabbatical leave shall be guaranteed his/her former teaching position if such position still exists. If the position is eliminated, the teacher shall be eligible to apply for an opening for which he/she is qualified.
- l. A teacher accepting sabbatical leave will agree to return to the District for the next full school year.
- m. If applicable, transcriptions of any grades for each semester at an educational institution must be submitted. A brief outline of any approved activity must also be submitted.
- n. Sabbatical leave activities may be eligible for Staff Development credit.
- o. The following statement explains the criteria or standards used in judging the merit of sabbatical leave applications: "The proposal judged by the Selection Committee is to be in the best interest of the Claremont School District and takes into consideration the applicant's prior contributions to, and future promise in, the Claremont School District."
- p. All full-time teacher or staff members eligible for membership in the Association may be considered.

## **ARTICLE XII. Insurance**

- 12.1 The Claremont School Board agrees to maintain in effect an insurance plan for all employees covered by this Agreement so long as they remain on the CSD payroll. The employment year for purposes of insurance coverage shall begin on the first day of the month following the first day of work.
- 12.2 The Claremont School Board will not itself pay the insurance benefits referred to in Section 12.1, but will obtain policies or contracts from insurance companies which will administer said benefits.
- 12.3 Health Insurance:
  - a) Effective July 1, 2020, the Board will pay 97% of the cost of a single, two person, or family CIGNA SchoolCare Yellow Choice Fund health insurance plan which may be applied toward any School Care Consumer Driven Plan provided by the District. The Board will pay 100% of the cost of the CIGNA SchoolCare Yellow Choice Fund plan if both spouses are employed by the District. Effective July 1, 2021, the Board will pay 96% of the cost of a single, two person, or family CIGNA

SchoolCare Yellow Choice Fund health insurance plan which may be applied toward any School Care Consumer Driven Plan provided by the District. The Board will pay 100% of the cost of the CIGNA SchoolCare Yellow Choice Fund plan if both spouses are employed by the District.

- b) Employees who do not choose to take the District's health insurance plan, and provide the District with proof of alternative health insurance coverage that has not been secured through a state or federal health insurance exchange, shall receive a bonus equal to 30% of the cost of a single CIGNA SchoolCare Yellow Choice Fund plan, such bonus not to exceed \$2,500.00. The bonus shall be paid by December 31<sup>st</sup>. If both spouses or domestic partners work for the District, only one spouse/partner may receive the bonus and only if neither spouse/partner takes the District's insurance.
- 12.4 Should any federal or state legislation become effective during the term of this Agreement providing benefits paralleling any of those referred to above and imposing the cost thereof on the Claremont School Board, the disposition hereunder shall be at the discretion of the Board.
- 12.5 The District will pay 50% of the premium for dental coverage. The district will provide Delta Dental coverage (Plan A – 100%; Plan B – 80%; Plan C – 70%) with a maximum of \$1500 per person.
- 12.6 The teacher's payroll deduction will be taken in pre-tax dollars as permitted by the IRS.
- 12.7 Beginning on July 1, 2018, the Board agrees to establish an IRS Section 125 Medical Flexible Spending Account. These funds may be used to offset any medical or other expenses allowed by law. Employees will be allowed to voluntarily contribute up to the maximum allowed by law per year to the Section 125 Plan by payroll deduction if allowed by law. Up to \$500 in funds not expended by a participating employee by the end of the plan year may be rolled over for use by that employee in the next plan year to the extent allowed by law.

### **ARTICLE XIII. Compensation**

- 13.1 The salary schedule and its application are set forth in Appendix A hereto.
- 13.2 Payment of salaries to teachers will be made on a bi-weekly basis and will be paid in either twenty-two (22), or twenty-six (26) equal payments at the teacher's choice.
- 13.3 Effective July 1, 1973, the Board agrees to pay, in addition to other salary paid to the individual teacher, the sum of ten dollars (\$10) for each graduate credit of work beyond a Bachelor's or Master's degree, except that persons who are eligible to receive payment under the provisions of this Section 13.3 approved by the Superintendent prior to July 1, 1973, shall receive in addition to the salary, the sum of one hundred dollars (\$100) for each

unit to twelve (12) graduate credits, and in addition, the sum of ten dollars (\$10) for each graduate credit beyond twenty-four (24) in the instance of a teacher who is working toward a Master's degree approved by the Superintendent prior to July 1, 1973. In order to qualify for payment under this Section 13.3 the course work must be approved by the Superintendent prior to taking such course(s). The course(s) must be in the discipline(s) being instructed by the teacher or in any area which is part of his/her assignment by the Superintendent. The Superintendent's approval shall not be unreasonably withheld.

- 13.4 In order to be eligible for additional credits or an advanced degree under Section 13.3 of Article XIII of this Agreement, a teacher must provide satisfactory evidence to the Superintendent on or before January 15 of the then current school year for payment in the next succeeding school year. Satisfactory evidence shall mean either a graduation diploma/certificate or a letter of confirmation from the granting institution setting forth that all requirements for any such credit(s) or degree have been met.
- 13.5 No teacher may be dismissed during the school year without just cause subject to the Grievance Procedures of this Agreement.
- 13.6 Employees who are contracted after the beginning of any school year shall receive a salary prorated at one/one hundred eighty-sixth (1/186th) of the appropriate salary range for the number of designated duty days of employment between July 1 of any year and June 30 of the next succeeding year.
- 13.7 Each teacher must, as a condition of employment, comply with the Staff Development Plan of the Claremont School District. This may be accomplished either in the subject areas taught, in other related courses required by the School District, courses considered appropriate and approved by the Superintendent, or a combination of any or all of the aforementioned courses outlined in this section.
- 13.8 The provisions of this Section 13.8 shall be modified to comply with the specific requirements of the Local Staff Development Committee when such recommendations have been officially adopted by the Superintendent of Schools, the Claremont School Board and the New Hampshire State Board of Education.
- 13.9 The nurse shall be compensated equal to 100% of the Bachelor's schedule.
- 13.10 Bargaining unit members who are asked to work additional days beyond the regular work year shall receive a \$120.00 per day stipend for each additional day.
- 13.11 Bargaining unit members who are contracted to work in a program outside of the regular school day, including after school programs and competency assessments, shall be compensated at \$25.00 per hour. Bargaining unit members who are asked to do voluntary work are not required to do so.
- 13.12 Bargaining unit members who are asked to do voluntary work are not required to do so. There will be no retribution towards teachers who refuse to volunteer for extra teaching

assignments. Similarly, the Association will not seek to discourage individuals from volunteering for extra teaching assignments. Day long summer professional development work or curriculum work is truly voluntary as is any hourly work undertaken after the end of the school day.

- 13.13 Any teacher hired at step one after June 30, 2014, may participate in a voluntary student loan repayment incentive program. To enroll in this program, the teacher must agree to work for the District for a minimum of five years from the date of original hire. Upon enrollment, the teacher shall be eligible to receive \$1000.00 per year towards repayment of that teacher's student loans for the first five years of employment. Payment shall be made during the last pay period of the school year. Should the teacher reject a contract for the ensuing school year such that the teacher would fail to fulfill his/her commitment (5 years), the teacher shall be subject to the following forfeiture schedule.

1. After the first year: Forfeit first year payment
2. After the second year: Forfeit second year payment
3. After the third year: Forfeit 50% of third year payment
4. After the fourth year: Forfeit 25% of fourth year payment.

Notwithstanding, teachers who leave employment involuntarily or who must relocate due to pressing family circumstances shall have no forfeiture imposed.

## **ARTICLE XIV. Educational Reimbursement**

- 14.1 Both parties agree that the District will set aside a maximum of \$85,000 for conference/course reimbursement and recertification.

Access to funds will be as follows:

- 1) The District will pay for all teacher recertification.
- 2) Each teacher will have \$350 available each year to use for conferences.
- 3) Each teacher will be entitled to 100 percent of the cost of tuition only for one (1) college course per year. This reimbursement will not exceed the tuition of a University of New Hampshire college course. Courses must be directly related to the teacher's professional growth goals or certification.
- 4) Each teacher enrolled in a degree program will be entitled to 100 percent of the cost of tuition only for three (3) college courses per year (not to exceed the tuition of a University of New Hampshire college course), if the courses are directly related to the teacher's professional growth goals or certification.

A teacher who receives course reimbursement commits to one additional year of employment to the district. The additional year must be the full school year

following the school year in which the course was completed. If a teacher voluntarily terminates employment with the district prior to fulfilling this commitment, the teacher shall repay any course cost to the district from the current or previous year.

- 5) The payment by the District for reimbursement of costs pursuant to this Section shall be subject to the conference or course or other educational program being approved by the Superintendent or his/her designee. The decision to approve or disapprove a proposed program shall not be arbitrary or capricious. It is the objective of the administration that programs approved for reimbursement be related to the employee's job performance and designed to assist in enhancing the teacher's effectiveness.
- 6) Payment for courses will be made in advance to the teacher for college courses on request by the teacher. Should the teacher fail the course or not complete the course, the District may deduct the amount of money advanced from the teacher's remaining checks. Deductions will be in equal amounts divided among the remaining checks until the total is reached.

By mutual agreement, both parties agree to pursue the following the SAU Professional Growth Master Plan and:

- 1) Research and provide, if possible, on-site graduate courses for credit.
- 2) Make Staff Development available to out of District school personnel on a fee basis. Any monies generated from these fees would be used for more on-site Staff Development.
- 3) Explore alternative Staff Development funding sources.

A teacher may request permission from the Superintendent to leave early during any school year for the purpose of attending a summer or institute course. Such leave, if granted, shall be with pay.

\$5,000 will be allocated for national conferences which teachers may attend. The SREA will establish a committee of teachers to select from a pool of applicants those individuals who attend these conferences at the national level.

- 14.2 Records, receipt, etc., respecting additional credits or requests for educational reimbursement must be presented to the office of the Superintendent on or before May 30 each year for payment at the end of the school year.



## **ARTICLE XV. Notice Under Agreement**

- 15.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be sent electronically to the Superintendent of Schools through the District email system.

Whenever written notice to the Association is provided for in this Agreement, such notice shall be sent electronically to the President of the Association through the District email system.

## **ARTICLE XVI. Final Resolution**

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

## **ARTICLE XVII. Strikes and Sanctions**

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

## **ARTICLE XVIII. Duration of Agreement**

- 18.1 This Agreement shall be effective from July 1, 2020 and continue in full force and effect until 12 o'clock midnight June 30, 2023 and from year to year thereafter unless written notice of desire to terminate or modify this Agreement is given by either party to the other by registered or certified mail on or before October 1, 2022.
- 18.2 This Agreement may be extended from time to time beyond its expiration date by written mutual agreement of the representatives of the Claremont School Board and the Sugar River Education Association, Inc.

## **ARTICLE XIX. RIF**

- 19.1 By September 30th the Employer shall prepare a seniority list. Seniority is defined as length of unbroken service within the bargaining unit and shall be computed from the bargaining unit member's date of hire with the Claremont School District. All bargaining unit members shall be ranked on the list in order of their date of hire as above defined. In

the circumstance of more than one (1) individual having the same date of hire, all individuals so affected will participate in a drawing to determine placement on the seniority list. Said drawing shall take place during a necessary Reduction in Force where a tie needs to be broken.

- 19.2 The seniority list shall be prepared by the Employer and verified by the Association. Said list shall be posted in all buildings of the district by October 15 and posted as they are made. A copy of the seniority list and subsequent revisions shall be forwarded to the Association.
- 19.3 All seniority, excepting as provided below, is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position; however, seniority is retained if severance of employment is due to lay off (RIF). In cases of layoff, bargaining unit members so affected shall retain all seniority accumulated as of the effective date of lay off.
  - a. Administrators and Department Heads shall have their seniority grandfathered for their actual teaching time in the Claremont School District.
  - b. Administrators and Department Heads performing actual teaching duties shall continue to accrue seniority on a pro rata basis; e.g. 1/2 teaching time = 1/2 year seniority.
  - c. Bargaining unit members transferring to non-bargaining unit members positions shall have a one-year grace period during which their seniority shall be retained, and they may opt to return to the bargaining unit.
- 19.4 Seniority shall not accrue while a bargaining unit member is on leave of absence. Seniority shall accrue while utilizing sick leave up to a maximum of 150 days and in all situations where mandated by state or federal law.
- 19.5 It is hereby recognized that it is within the discretion of the Board to reduce its educational program curriculum, and staff, and that the procedures set forth in this Article shall be used in laying off personnel.
- 19.6 Lay off shall be defined as, but not limited to a necessary reduction in work force beyond normal attrition due to decreased student enrollment or shortage of revenues.
- 19.7 In the event it becomes necessary to reduce the number of bargaining unit members through lay off for reasons as provided, the following procedure shall be followed:
  - a. Beginning with the last name on the seniority list and in ascending order thereafter, the Employer shall identify the least senior bargaining unit members equal in number to the numbers of bargaining unit positions being eliminated.
  - b. Probationary teachers shall be laid off first as follows:

1. In all cases, teachers shall be laid off and retained on the basis of the seniority, provided their certification and qualifications are relatively equal. Qualifications shall include:
    - A. The teacher must have taught within their area of certification within the last five (5) years.
    - B. Evaluations,
    - C. Recertification requirements,
    - D. Degree; Major, Minor Hours,
    - E. Extracurriculars.
  2. In the event the Board elects to lay off a more senior bargaining unit member, a measurable differential in qualifications between bargaining unit members must be established. Effective July 1, 1983 such action shall be subject to the grievance procedure in the Master Agreement.
    - c. If the reduction of teachers is still necessary, then teachers on continuing contracts shall be laid off as outlined above.
    - d. Seniority shall be prorated according to time worked.
    - e. A bargaining unit member who meets the above criteria shall have the right to be placed in a position for which she/he is certified and qualified to fill and which is occupied by a teacher with less seniority.
- 19.8 Recalls shall be in the inverse order of lay offs.
- a. Probationary teachers shall have recall rights for one (1) year.
  - b. Continuing contract teachers shall have recall rights for three (3) years.
- 19.9 Refusal of an offer from the Employer of a position of which the laid off bargaining unit member is certified/licensed, failure to respond within five (5) days of receipt of written notification, or once having accepted the position via collect telephone call and written confirmation; failure to return to work within ten (10) working days shall be cause for termination.
- 19.10 Teachers under contract obligation to another school district may be by-passed without loss of seniority. Such action shall not in any way affect the bargaining unit member's rights as guaranteed under this agreement.
- 19.11 Notifications of recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the bargaining unit member's last known address. It shall be the bargaining unit member's responsibility to notify the Employer of any change of address.

- 19.12 Recalled bargaining unit members shall be entitled to all accrued sick leave benefits as provided herein.

## **ARTICLE XX. Retirement Benefit**

- 20.1 The parties recognize that teachers may wish to retire early. The District agrees to provide health insurance for those who wish to retire after reaching age fifty-seven (57) and who meet the requirements below. Those persons are guaranteed continuation of health insurance, which is outlined in the Master Agreement, until age sixty-seven (67) or when Medicare benefits commence, whichever comes first. The District will pay for a single or two-person plan, whichever is applicable. Beginning with the 2020-2021 school year eligibility for this provision shall be provided in the following manner:

1. Staff who complete fifteen (15) school years in the Claremont School District in this bargaining unit shall be eligible for a single or two-person insurance plan.
2. Staff who complete ten to fourteen (10-14) years in the Claremont School District in this bargaining unit shall be eligible for a single insurance plan, however the retiree may purchase up to a two-person plan by paying an additional cost.

Any staff who retired under this provision prior to July 1, 2020, and who were hired prior to the 2018-2019 school year, shall be grandfathered and continue to be eligible and received the single or two-person plan, whichever they choose.

- 20.2 Staff must notify the Superintendent of his/her intent by December 1 of the last school year of employment. Notification of retirement acceptance by the Board will be made by January 15 and will include the details of retirement benefits per this agreement. Staff shall notify the Superintendent of their resignation no later than March 15, with the resignation effective June 30. This deadline may be extended for extenuating circumstances by submitting written notification to the Superintendent.
- 20.3 The Board may limit the number of participants to a maximum of ten per year.
- 20.4 Teachers will be eligible at age 57 and seniority in the district will be the basis of selection. A lottery will be used to break a tie.
- 20.5 The District shall establish an approved list of IRC 403(b) accounts that includes: VALIC, TIAA-CREF, and Vanguard. The member may choose any company from the approved list. The District shall contribute an amount equal to and 20% of the member's contribution to the 403(b) account, up to the amount allowable by the Internal Revenue Code to the member's 403(a) account by June 30<sup>th</sup> of each year. Money may be moved between the companies should the member wish to change from one company to another.

Notwithstanding the foregoing, for new staff hired for the 2018-2019 school year, and those hired thereafter, the District shall contribute an amount equal to 10% of the member's contribution to the 403(b) account, up to the amount allowable by the Internal Revenue Code to the member's 403(a) account by June 30<sup>th</sup> of each year.

The District shall establish a committee with three teachers and the Assistant Superintendent for Business to explore means of expanding 403(a) and 403(b) programs. The committee shall make recommendations to the School Board and the Association. Any changes must be ratified by both parties.

- 20.6 Any retiree or spouse of said retiree from the Claremont School District who receives insurance monies under the State of New Hampshire Retirement System and elects to participate in the health insurance provided under Section 20.1 of this collective bargaining agreement will contribute the money received from the New Hampshire Retirement System to the District in exchange for health insurance. Employees or their spouses entitled to insurance money from State Retirement System agree to take all reasonable steps to receive that money and to pay the same to the District in a timely manner.
- 20.7 Members who have qualified to collect a full or reduced retirement benefit from the NH Retirement System and have had 15 years of service with the District shall receive a retirement bonus of 10% of the BA base salary. After 20 years of service, the bonus shall be 20% of the base salary and after 25 years of service, the bonus shall be 30% of the base salary. The bonus shall be paid within thirty days of the end of the year in which the member retires. To be eligible for the bonus, written notice of intent to retire must be provided to the Superintendent no later than December 1<sup>st</sup> of the last school year to the intended year of retirement. The Board may waive the notice requirement and, if waived, the benefit shall be paid within 60 days of the retirement.

## **APPENDIX A. Salaries**

Side letters dated, May 5, 2011, June 9, 2011, and September 10, 2012 regarding school schedules are hereby rescinded and removed from the contract. Side bars dated April 7, 2016 and September 17, 2014, in regards to extra-curricular activities are hereby incorporated by reference.

Sugar River Education Association  
Grades and Steps –2020-2021, 2021-2022, and 2022-2023 Contract Years

Eligible teachers will advance one step each year for the contract years 2020-2021, 2021-2022, and 2022-2023.

Teachers who were on step 17 during the 2018-2019 and/or 2019-2020 contract years and who received off step increases shall continue to receive those amounts as part of their base pay (in addition to the step 17 salary for their appropriate track).

In Addition:

All Bargaining Unit Members who end the 2019-2020 school year on a step that does not equate to years of experience (also called longevity), shall advance beyond the one (1) step increase mentioned above to their correct experience step.

New Hires will not be placed on a higher step than current employees with equal or greater experience.

	<b>\$ Added to Base</b>	\$ 1,500.00		
	<b>2020-2021</b>			
	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>
<b>1</b>	\$ 37,728	\$ 38,638	\$ 39,571	\$ 40,530
<b>2</b>	\$ 38,739	\$ 39,676	\$ 40,636	\$ 41,620
<b>3</b>	\$ 39,780	\$ 40,741	\$ 41,730	\$ 42,743
<b>4</b>	\$ 40,849	\$ 41,839	\$ 42,857	\$ 43,900
<b>5</b>	\$ 41,950	\$ 42,970	\$ 44,016	\$ 45,088
<b>6</b>	\$ 43,083	\$ 44,133	\$ 45,208	\$ 46,311
<b>7</b>	\$ 44,249	\$ 45,329	\$ 46,435	\$ 47,571
<b>8</b>	\$ 45,447	\$ 46,559	\$ 47,699	\$ 48,867
<b>9</b>	\$ 46,682	\$ 47,824	\$ 48,997	\$ 50,199
<b>10</b>	\$ 47,952	\$ 49,128	\$ 50,333	\$ 51,571
<b>11</b>	\$ 49,259	\$ 50,467	\$ 51,709	\$ 52,981
<b>12</b>	\$ 50,602	\$ 51,846	\$ 53,123	\$ 54,433
<b>13</b>	\$ 51,986	\$ 53,265	\$ 54,578	\$ 55,926
<b>14</b>	\$ 53,408	\$ 54,725	\$ 56,076	\$ 57,464
<b>15</b>	\$ 54,872	\$ 56,228	\$ 57,617	\$ 59,044
<b>16</b>	\$ 56,378	\$ 57,773	\$ 59,203	\$ 60,671
<b>17</b>	\$ 57,928	\$ 59,364	\$ 60,834	\$ 62,345

	<b>\$ Added to Base</b>	\$ 1,500.00		
	<b>2021-2022</b>			
	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>
<b>1</b>	\$ 39,228	\$ 40,138	\$ 41,071	\$ 42,030
<b>2</b>	\$ 40,239	\$ 41,176	\$ 42,136	\$ 43,120
<b>3</b>	\$ 41,280	\$ 42,241	\$ 43,230	\$ 44,243
<b>4</b>	\$ 42,349	\$ 43,339	\$ 44,357	\$ 45,400
<b>5</b>	\$ 43,450	\$ 44,470	\$ 45,516	\$ 46,588
<b>6</b>	\$ 44,583	\$ 45,633	\$ 46,708	\$ 47,811
<b>7</b>	\$ 45,749	\$ 46,829	\$ 47,935	\$ 49,071
<b>8</b>	\$ 46,947	\$ 48,059	\$ 49,199	\$ 50,367
<b>9</b>	\$ 48,182	\$ 49,324	\$ 50,497	\$ 51,699
<b>10</b>	\$ 49,452	\$ 50,628	\$ 51,833	\$ 53,071
<b>11</b>	\$ 50,759	\$ 51,967	\$ 53,209	\$ 54,481
<b>12</b>	\$ 52,102	\$ 53,346	\$ 54,623	\$ 55,933
<b>13</b>	\$ 53,486	\$ 54,765	\$ 56,078	\$ 57,426
<b>14</b>	\$ 54,908	\$ 56,225	\$ 57,576	\$ 58,964
<b>15</b>	\$ 56,372	\$ 57,728	\$ 59,117	\$ 60,544
<b>15</b>	\$ 57,878	\$ 59,273	\$ 60,703	\$ 62,171
<b>17</b>	\$ 59,428	\$ 60,864	\$ 62,334	\$ 63,845

	<b>\$ Added to Base</b>	\$ 1,500.00		
	<b>2022-2023</b>			
	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>
<b>1</b>	\$ 40,728	\$ 41,638	\$ 42,571	\$ 43,530
<b>2</b>	\$ 41,739	\$ 42,676	\$ 43,636	\$ 44,620
<b>3</b>	\$ 42,780	\$ 43,741	\$ 44,730	\$ 45,743
<b>4</b>	\$ 43,849	\$ 44,839	\$ 45,857	\$ 46,900
<b>5</b>	\$ 44,950	\$ 45,970	\$ 47,016	\$ 48,088
<b>6</b>	\$ 46,083	\$ 47,133	\$ 48,208	\$ 49,311
<b>7</b>	\$ 47,249	\$ 48,329	\$ 49,435	\$ 50,571
<b>8</b>	\$ 48,447	\$ 49,559	\$ 50,699	\$ 51,867
<b>9</b>	\$ 49,682	\$ 50,824	\$ 51,997	\$ 53,199
<b>10</b>	\$ 50,952	\$ 52,128	\$ 53,333	\$ 54,571
<b>11</b>	\$ 52,259	\$ 53,467	\$ 54,709	\$ 55,981
<b>12</b>	\$ 53,602	\$ 54,846	\$ 56,123	\$ 57,433
<b>13</b>	\$ 54,986	\$ 56,265	\$ 57,578	\$ 58,926
<b>14</b>	\$ 56,408	\$ 57,725	\$ 59,076	\$ 60,464
<b>15</b>	\$ 57,872	\$ 59,228	\$ 60,617	\$ 62,044
<b>16</b>	\$ 59,378	\$ 60,773	\$ 62,203	\$ 63,671
<b>17</b>	\$ 60,928	\$ 62,364	\$ 63,834	\$ 65,345



**APPENDIX A. - Continued**

Step	A	B	C	D	E	F	G
0	\$2,837	\$2,354	\$1,953	\$1,552	\$1,150	\$749	\$348
1	\$2,921	\$2,425	\$2,012	\$1,598	\$1,185	\$772	\$359
2	\$3,010	\$2,498	\$2,073	\$1,696	\$1,221	\$795	\$369
3	\$3,100	\$2,573	\$2,134	\$1,696	\$1,257	\$842	\$381
4	\$3,193	\$2,650	\$2,199	\$1,747	\$1,295	\$842	\$392
5	\$3,288	\$2,730	\$2,264	\$1,799	\$1,334	\$869	\$403
6	\$3,387	\$2,812	\$2,333	\$1,853	\$1,374	\$895	\$416
7	\$3,489	\$2,897	\$2,403	\$1,909	\$1,415	\$922	\$428
8	\$3,594	\$2,984	\$2,475	\$1,966	\$1,458	\$948	\$440
9	\$3,701	\$3,072	\$2,549	\$2,025	\$1,502	\$978	\$455
10	\$3,812	\$3,164	\$2,625	\$2,086	\$1,546	\$1,007	\$468
11	\$3,926	\$3,260	\$2,704	\$2,148	\$1,593	\$1,037	\$481
12	\$4,044	\$3,357	\$2,785	\$2,213	\$1,641	\$1,069	\$499
13	\$4,165	\$3,458	\$2,868	\$2,279	\$1,690	\$1,101	\$511
14	\$4,290	\$3,562	\$2,954	\$2,347	\$1,740	\$1,134	\$526
15	\$4,419	\$3,668	\$3,044	\$2,418	\$1,793	\$1,167	\$542
16	\$4,552	\$3,778	\$3,134	\$2,491	\$1,846	\$1,202	\$559
17	\$4,687	\$3,892	\$3,229	\$2,586	\$1,902	\$1,238	\$575
18	\$4,829	\$4,009	\$3,325	\$2,642	\$1,958	\$1,275	\$592
19	\$4,973	\$4,129	\$3,425	\$2,722	\$2,018	\$1,314	\$610
20	\$5,123	\$4,253	\$3,528	\$2,803	\$2,079	\$1,353	\$628

- 1) Extra Curricular positions may be filled or left vacant at the discretion of the Principal.
- 2) Any new position that is not presently on the list of Extra-Curricular positions shall be placed on the Extra-Curricular schedule through the mutual agreements between the Superintendent and the SREA President. Once placed, the Board will vote whether to create a new position.
- 3) Credit will be given to newly hired coaches and advisors for relevant prior school experience. The SREA President shall be consulted before such placements on the Extra-Curricular schedule become final.
- 4) The provision and the newly adopted Extra-Curricular Salary Schedule shall replace the current Extra-Curricular provisions, and become a permanent part of the Collective Bargaining Agreement between the SREA and the Claremont School Board.
- 5) Each step beyond 20 will also be an additional 3% per step.  
 One time exceptions to placement on the Extra-Curricular Schedule:
 

Reserve Basketball Head Coach	\$1538
JV Spirit Winter	\$1538
Band Accompanist	\$1,028
- 6) A committee shall be created for the purpose of studying pay equity and prevailing market for extra-curricular stipends to make recommendations to the parties prior to commencement of negotiations for a successor agreement.

1% is added to the extra-curricular salary schedule

<b>"A":</b>
<u>SHS:</u>
Varsity Football/Head Coach
Varsity Baseball/Head Coach
Varsity Basketball(Boys)/Head Coach
Varsity Basketball(Girls)/Head Coach
Varsity Soccer(Boys)/Head Coach
Varsity Soccer(Girls)/Head Coach
Field Hockey/Head Coach
Lacrosse/Head Coach
Varsity Bowling
Varsity Track/Head Coach
Varsity Nordic Skiing/Head Coach
Varsity Softball/Head Coach
Varsity Swimming/Head Coach
Varsity Spirit / Head Coach (Winter)
Varsity Volleyball

<b>"B":</b>
<u>SHS</u>
Band Director
JV Baseball/Head Coach
JV Soccer (Girls)/Head Coach
JV Soccer (Boys)/Head Coach
JV Bowling
Varsity Assistant Boys Soccer
Varsity Assistant Girls Soccer
JV Basketball(Boys)/Head Coach
JV Basketball(Girls)/Head Coach
JV Field Hockey/Head Coach
JV Volleyball
Varsity Golf/Head Coach
Varsity Spirit/Head Coach (fall)
Varsity Football/Offensive Line
Varsity Lacrosse(Boys)/Assistant
Varsity Indoor Track
Varsity Assistant Indoor Track
JV Softball/Head
Varsity Cross Country/Head Coach
Varsity Tennis(Boys)/Head Coach
Varsity Tennis(Girls)/Head Coach
Football/Defensive Coordinator

Varsity Football/Defensive Line, JV, Freshmen
Varsity Football/Assistant Offensive Coordinator, JV, Freshmen
Special Teams Football/JV Head Coach
Strength and Conditioning Coach

<b>"C":</b>
<u>SHS:</u>
<u>CMS</u>

<b>"D":</b>
<u>SHS:</u>
Varsity Track/Assistant
Varsity Track/Assistant
Varsity Nordic Skiing/Assistant
Varsity Football/Special Teams, JV, Freshmen
Varsity Football/Assistant
Reserve Basketball(Girls)/Head Coach
Reserve Basketball(boys)/Head Coach
JV Spirit (Winter)
<u>CMS</u>
Band Director

<b>"E":</b>
<u>SHS:</u>
Reserve Baseball/Head Coach
JV Tennis(Girls)/Head Coach
JV Tennis(Boys)/Head Coach
Math Team (2)
Yearbook/Business Manager
Yearbook/Advisor
Stevenaires
Team Leaders
Student Council
Senior Class Advisor
<u>CMS:</u>
Track & Field (2-3)
Spirit (2)
Football (2)
Soccer (4)
Field Hockey (2)
Basketball (6)
Softball (1)
Baseball (1)

Yearbook
Chorus

<b>“F”:</b>
<u>SHS:</u>
Honor Society
Class Advisors (3)
Chorus Director
Band Accompanist
Choir Accompanist
Gay/Straight Alliance
Graduation Advisor
Art
Senior Play
HOSA
DECA
FBLA

Flags and Majorettes (2);
Environmental Club
Granite State Challenge
Key Club Advisor
Literary Magazine
Quiz Bowl
Recycling Club (2)
<u>CMS:</u>
FHA (2)
Tech Students Association (2)

<u>Elem:</u>
Art (3)
Science Fair (3)
Concerts (7)
Intramurals (3)

<b>“G”:</b>
<u>SHS:</u>

- a. Teachers employed in Claremont shall be placed on the salary schedule in accordance with his/her years of teaching experience.
- b. Subject to the provisions of Section 13.7 of Article XIII, teachers will be hired and placed at no less than the beginning rate of the salary schedule for their particular qualifications.
- c. All newly hired teachers employed and, in addition, employees who acquire their Master’s degree for the school year beginning August 1985, will be paid based upon their qualifications and assignments at the same respective salary as teachers of the same qualifications and assignment then currently employed in the Claremont School District.
- d. Teachers with eighteen (18) years of teaching experience shall receive a longevity payment of \$1900 payable each year, teachers with twenty-two (22) years of teaching experience shall receive a longevity payment of \$2150 payable each year, teachers with twenty-six (26) years of teaching experience shall receive a longevity payment of \$2400 payable each year with those in 15, 16, 17 years experience in 2008-2009 and/or 2009-2010 grandfathered at the old rate until they have reached 18 years of experience.
- e. Nurses will be paid at 100% of the salary schedule.

## **APPENDIX B. Insurance Benefits**

1. Effective the first workday of the work year (see Article 12.1) the District shall provide long term disability insurance with a ninety (90) day waiting period at 66 2/3% salary.
2. Effective the first workday (see Article 12.1) the Board will provide life insurance at the rate of one times an employee's annual salary, with a cap of \$55,000. The Board will determine the carrier for such life insurance.

## APPENDIX C. Individual Contract

Office of  
Claremont District School Board  
Claremont, New Hampshire

\_\_\_\_\_  
Teacher's Contract

THESES ARTICLES OF AGREEMENT are made this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by and between the CLAREMONT SCHOOL BOARD OF CLAREMONT, NH, ("BOARD"), and \_\_\_\_\_ of \_\_\_\_\_, ("TEACHER"), as follows:

1. The BOARD agrees to and does hereby employ the TEACHER to teach \_\_\_\_\_ for a school year, not to exceed \_\_\_\_\_ school days inclusive of time spent in service of the District, at institutes, etc., beginning \_\_\_\_\_ 20\_\_\_\_\_, at an annual salary of \$ \_\_\_\_\_ payable in bi-weekly installments. The BOARD reserves the right to make such changes of assignment as the exigencies of the schools may require.
2. The TEACHER declares that he/she holds a New Hampshire certificate, license, or permit or credential to teach from the NH Commissioner of Education, and agrees to conform to and carry out all lawful regulations which may be prescribed relative to the conduct of the school and to carry out any and all reasonable duties assigned by the building principal, required for the operation of the complete school program.
3. It is mutually agreed:
  - (a) That the BOARD may, without liability to itself or the District, terminate this contract in accordance with RSA, 189.13, or if the TEACHER's certification, license, permit or credential is revoked by the Commissioner of Education.
  - (b) That except as given in (1), this contract may not be terminated at any time prior to its expiration without the consent of both parties, and any request for its termination, except for urgent personal need, shall be by written notice of at least four (4) weeks.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Claremont District School Board

By: \_\_\_\_\_  
Superintendent of Schools

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

Equal Opportunity Employer - Equal Educational Opportunities

## APPENDIX D. Dues Deduction Form

Claremont School District Dues Deduction Authorization Form

Name: \_\_\_\_\_  
Please Print

"I hereby authorize the Claremont School District to withhold from my salary the sum of \$ \_\_\_\_\_ for membership dues as follows:

For membership in the Sugar River Education Association, Inc., the sum of \$ \_\_\_\_\_ per year;

For my membership in the NEA-NH, the sum of \$ \_\_\_\_\_ per year:

For my membership in the National Education Association, the sum of \$ \_\_\_\_\_ per year."

The sums thus to be deducted (over twenty-one (21) pay periods) are hereby assigned by me to the Sugar River Education Association, Inc., and are to be remitted by the Claremont School District to the Treasurer of the Association and having done so, the Board shall be held harmless from any claim(s) in connection with the provisions of this Appendix D. It is further agreed that the Board assumes no financial liability except to forward on a monthly basis (by the 15th day of each month) those funds which have been properly authorized and deducted the last day of the preceding month.

This authorization and assignment shall continue in full force and effect from year to year unless notified in writing by me to cease deductions for the coming year. I understand that increases in dues amounts are likely each year. I also understand upon leaving the Claremont School District before full dues authorized have been deducted, the balance shall be deducted from my final check.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX E. Grievance Report Form**

Grievance No. \_\_\_\_\_ School District

*Complete in triplicate with copies to:*

- 1. Principal/Dept. Head
- 2. Superintendent
- 3. Association

To \_\_\_\_\_  
Insert Name of Principal or Department Head

School: \_\_\_\_\_ Name of Grievant: \_\_\_\_\_ Date Filed: \_\_\_\_\_

**LEVEL A**

Date of Grievance: \_\_\_\_\_

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

2. Relief sought: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

Answer given by Principal or Dept. Head

\_\_\_\_\_  
Signature Date

Position of Grievant

\_\_\_\_\_  
Signature Date

**LEVEL B**

Date received by Principal or Superintendent: \_\_\_\_\_  
(If additional space is required, attach another sheet.)

If K-6, Superintendent receives Grievance (If additional space is required, attach another sheet.)

If 7-12, Principal receives Grievance

Answer given by Principal or Superintendent

\_\_\_\_\_  
Signature Date

Position of Grievant \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature                      Date

**LEVEL C**

Date received by Superintendent: \_\_\_\_\_

Answer given by Superintendent: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature                      Date

Position of Grievant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature                      Date

**LEVEL D**

Date submitted to School Board: \_\_\_\_\_

Disposition \_\_\_\_\_

\_\_\_\_\_  
Signature                      Date

**LEVEL E**

Date submitted to Binding Arbitration \_\_\_\_\_

Disposition \_\_\_\_\_

\_\_\_\_\_  
Signature                      Date



## **APPENDIX F. Teacher Evaluation Plan**

### **Teacher Evaluation Development Team Members**

Susan Chandler, SHS Assistant Principal	Joanne Petelle, Disnard Principal
Louise Valliere, SHS Department Chair	Trudee Rice, Maple Avenue Teacher
Juliana Stevens, Disnard Teacher	Donald Hart, CMS Principal
Eric Peirce, Disnard Teacher	Charles Brown, SHS Counselor
Robert Young – co chair	
Wendy Siebrands – co chair	

### **THE PURPOSE OF TEACHER EVALUATION**

The goals of this evaluation process are to improve the quality of instruction and student learning within Claremont Public Schools.

The process will:

1. Assist the individual teacher in providing a high quality education for students;
2. Provide information to assess a teacher’s current performance level, and to make suggestions that will lead to improvement;
3. Identify exceptional educational practices;
4. Provide a record of facts and assessments of a teacher’s performance for personnel decisions;
5. Facilitate an exchange of information between the administrator and the teacher.

Administrators are expected to engage in frequent, regular and ongoing monitoring and supervision of classroom teaching throughout the year.

### **THE CYCLE**

The evaluation system consists of a sequential three-year cycle of:

- Formal Observation  
Year
- Professional Growth  
Year
- Professional Growth  
Year

Position on the cycle

- **Pathway A:** teachers with less than three full years of experience

	Year one	Year two	Year three
<b>Pathway A</b>	Observation year (minimum of 2 formal observations)	Observation year (minimum of 2 formal observations)	Begin Pathway C (Year one)

- **Pathway B:** teachers with three or more years of experience, new to the district

	Year one	Year two
--	----------	----------

<b>Pathway B</b>	Observation year (minimum of 2 formal observations)	Begin Pathway C (Year one)
------------------	---	----------------------------

- **Pathway C:** teachers with three or more years experience with a minimum of 1 year in the district \*

<b>Pathway C</b>	Year one	Year two	Year three	Year four
	Observation year (minimum of 1 formal Observation)	Professional Growth Years		Repeat this 3 year cycle

*\* In the first year that this evaluation plan is implemented, administrators will determine in which year of Pathway C each teacher will be placed.*

## EVALUATION YEARS ONE THROUGH THREE

Early in the school year the administration will orient new staff to the school and district mission/goals, evaluation plan, and professional development plan.

### Classroom Observations (Pathways A, B, and C):

- A. Announced formal observations will include a pre-conference to which the teacher will bring a completed Pre-Conference Form (Form A.) The teacher and administrator will discuss features and context of the class to be observed. All observations will be held within 5 school days of the pre-conference.
- B. All formal observations will be followed by a post-conference. This post-conference will include the discussion of the observed lesson, an exchange of perceptions, and the sharing of ideas about conclusions and recommendations for improvement. This post-conference will occur within 5 working days of the visit.
- C. The Observation Report, written as a narrative using Form B, will be received within 10 days of the Observation. The staff member will return the signed report to the observer within 5 working days of receiving it. Signing acknowledges both receipt of the report and opportunity for comment, but not necessarily agreement with its contents.
- D. Administrators will complete a Summary Report (Form C). All formal observation reports will serve as the basis for the Summary Report. In addition, the Summary report may include evidence/documentation relative to the fulfillment of professional responsibilities. Administrators will meet and share the end-of-year report with the teacher by **May 15**. The teacher is entitled to respond in writing to the written report within 5 working days of receiving it. The Summary Report, with copies of Form A and Form B attached, will be placed in the teacher's personnel file. The teacher's signature indicates review of, not necessarily agreement with, the content of the report.
- E. Teachers or administrators may request an additional observation from the same or a different administrator.
- F. Observation schedule
  - 1. Teachers on Pathway A: The first observation will be held on a mutually agreed upon date and time, prior to **November 1**. The second observation will be held prior to **March 15**.
  - 2. Teachers on Pathway B: The first observation will be held on a mutually agreed upon date and time, prior to **December 1**. The second observation will be held prior to **March 15**.
  - 3. Teachers on Pathway C: The observation will be held prior to **March 15**.

### Professional Growth Years (Pathway C):

During the two professional growth years the teacher and administrator will meet yearly to discuss the teacher's professional growth. A Summary Report (Form C) will be completed by the administrator within 5 days of this meeting. Possible topics of discussion may include collaborative and individual efforts the teacher is exploring. Other relevant topics may be discussed.

Collaborative topics may include:

- Study Group
- Work with a Consultant
- Committee work
- Pilot a program
- Joint planning of lessons
- Grade level or department project
- Peer observation
- Co-teaching

- Interdisciplinary/integrated instruction
- Program evaluation
- Paired observations/mutual feedback
- One-way observation and feedback/by request and mutual agreement
- Combination of the above

Individual topics may include:

- Course Work
- In-service (beyond required)
- Workshop/conference attendance
- Exchange of teacher assignments
- Independent study
- Study group/research (collaborative or individual)
- Curriculum development or design
- Shadow other positions
- Grant writing and management

- Outside teacher visitation
- Develop/design materials
- Mentoring
- Teacher Journal
- Classroom experimentation
- Video-taping/with feedback
- Feedback from students
- Combination of the above

### **Early Intervention Procedures for Teacher Improvement**

- 1.If the administrator has evidence of inadequacies based on the Categories of Effective Teaching/Position Description, the administrator will hold a conference with the teacher to address the concerns and seek remedies. Such remedies may include involvement of a peer coach and/or additional qualified person(s) as mutually agreed upon by the administrator and the teacher.
- 2.Such intervention may occur at any time during the school year and during any year of the three-year cycle.
- 3.If prescribed remedies resolve the identified concerns, no formal action is needed.
- 4.If prescribed remedies do not resolve the concerns, as evidenced in documented classroom observations or supervision records, the administrator will note this in writing to the teacher, the building principal, and the superintendent.
- 5.The building principal will meet with the teacher, and when appropriate an additional administrator and any other qualified person who was involved in the prior remediation, to discuss remediation efforts and review performance documents to assist the principal in determining if placement on an improvement plan is warranted.
- 6.A teacher placed on an improvement plan will be notified in writing by **April 1** of this decision. The Superintendent and SREA President will also be promptly notified of the placement.
- 7.A conference will be held with the teacher to review procedures, processes, and expectations.

\* At any time during the process, the teacher has the right to be accompanied by an association representative.

### **Procedures for Teachers on an Improvement Plan**

1. Under the direction of the building principal an improvement plan will be developed. The teacher will be provided with assistance using the resources of the district. Any teacher placed on an improvement plan will be temporarily removed from other pathways.
2. The purpose of the improvement plan is to identify and remedy areas of inadequacy. The plan will include:
  - A set of written objectives which relate to the Categories of Effective Teaching/Position Description;
  - A plan to address these objectives which includes supporting resources, assistance, and specific activities;
  - A timeline for implementation, including observations, conferences, and a specific date for a final review conference;
  - A set of established, observable outcomes, noting achievement of objectives; and
  - The signature of the teacher and administrator.
3. A team of two or three administrators (one or two chosen by the building principal and one chosen by the teacher) will develop a schedule of regular and frequent classroom observations. If for some unforeseen circumstance, a member of the team cannot serve the term, the parties involved will come to mutual agreement to replace the administrator.
4. Periodic reviews will be held with the teacher to review performance and progress. After the specified period of time outlined in the improvement plan, during which remediation efforts and classroom observations have been underway, the administrators will meet, discuss all observations compiled to date, and prepare a final summative report. Based on this report, the building principal will make a declaration of the teacher's status:
  - a. Sufficient Progress: Achievement of the observable outcomes identified in the improvement plan will result in a return to the evaluation pathway as recommended by the team.
  - b. Insufficient Progress: Lack of achievement of observable outcomes will result in the formal notification of the teacher via a summative evaluation report in which the teacher will be notified of administrative action:
    - Initiation of a revised improvement plan,

or

  - Dismissal.

**PRE-CONFERENCE FORM  
(FORM A)**

\_\_\_\_\_  
Today's Date

The evaluator and classroom teacher will meet and determine the class to be observed. Prior to the scheduled observation, the teacher will provide the evaluator with a completed Pre-Conference Form. Should plans change between the time of the pre-conference and the observation, the observation will be rescheduled at the request of either party.

\_\_\_\_\_  
Teacher's Name

\_\_\_\_\_  
Date of Scheduled Observation

\_\_\_\_\_  
Grade/Class/Subject Selected

1. List the objective(s) of this lesson:
  
  
  
  
  
  
  
  
  
  
2. Describe the context of the lesson, including preceding lessons and those to follow.
  
  
  
  
  
  
  
  
  
  
3. What teaching/learning activities will be observed?
  
  
  
  
  
  
  
  
  
  
4. How will the lesson be assessed?
  
  
  
  
  
  
  
  
  
  
5. Provide information about the students being observed and any other relevant information?

Teacher's Signature

Administrator's Signature

**OBSERVATION REPORT  
(FORM B)**

TEACHER \_\_\_\_\_ SCHOOL \_\_\_\_\_  
GRADE/SUBJECT \_\_\_\_\_ DATE \_\_\_\_\_  
ADMINISTRATOR \_\_\_\_\_  
BEGINNING TIME \_\_\_\_\_ ENDING TIME \_\_\_\_\_

ADMINISTRATOR \_\_\_\_\_ DATE \_\_\_\_\_  
TEACHER \_\_\_\_\_ DATE \_\_\_\_\_

The teacher's signature on this form indicates that s/he has seen all comments on the form.  
The teacher's signature does not necessarily indicate agreement with the evaluation report.

An optional teacher response is included

**SUMMARY REPORT  
(FORM C)  
(to be completed by administrator)**

NAME \_\_\_\_\_ SCHOOL YEAR \_\_\_\_\_

SCHOOL \_\_\_\_\_ ADMINISTRATOR \_\_\_\_\_

- Observation Year
  - Professional Growth Year
- Conference Date: \_\_\_\_\_

COMMENTS REGARDING:            **CATEGORIES/POSITION DESCRIPTIONS**

- See attached Forms

COMMENDATIONS/RECOMMENDATIONS:

\_\_\_\_\_  
TEACHER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADMINISTRATOR

\_\_\_\_\_  
DATE

The teacher signature indicates review of, not necessarily agreement with, the content of the report.

- cc.    Teacher
- Administrator
- Central Office Personnel file

- An optional teacher response is included.



Categories Key: I. Curriculum and Instruction Planning, and Assessment; II. Motivation; III. Instruction; IV. Management of Classroom Environment; and V. Professional Responsibilities.

## **APPENDIX G. Position Descriptions**

Either the Board or the SREA may request that position descriptions be modified. If such a request is made, a mutually agreed-upon committee, consisting of equal numbers of administrators and members, shall convene to discuss and recommend modifications. Such modifications shall, upon approval by the Board and SREA, be substituted for the current descriptions without otherwise re-opening negotiations.

## CATEGORIES, INDICATORS, AND ATTRIBUTES OF EFFECTIVE TEACHING

### Teacher Position Description

#### Overview

The **Categories** (I – V) characterize the broad arenas of the work of a teacher. Each Category is further defined by **Indicators** (A - P) which are the necessary areas of knowledge and performance that mark effective teaching. These Indicators are the criteria by which teachers assess their work and the performance standards by which they are evaluated by administrators.

The **Attributes** (bullets) of effective teaching are examples of ways a teacher can realize each Indicator. **Identified attributes are intended to clarify the meaning of the indicator; not intended to be used as a checklist for performance.**

Categories, Indicators, and Attributes are listed without regard to priority order.

#### CATEGORIES

- I. Curriculum and Instruction Planning, and Assessment
- II. Motivation
- III. Instruction
- IV. Management of Classroom Environment
- V. Professional Responsibilities

---

#### CATEGORIES AND INDICATORS

- I. Curriculum and Instruction Planning, and Assessment
  - A. The teacher is up-to-date regarding curriculum content.
  - B. The teacher effectively plans instruction.
  - C. The teacher effectively plans assessment of student learning.
  - D. The teacher monitors students' understanding of the curriculum and adjusts instruction, materials, or assessments when appropriate.
- II. Motivation
  - A. The teacher establishes and encourages a positive student learning environment.
  - B. The teacher clearly communicates goals and high expectations to students.
  - C. The teacher promotes confidence and perseverance in the learner.
- III. Instruction
  - D. The teacher uses appropriate instructional techniques.
  - E. The teacher continually evaluates, experiments, and refines instructional strategies.
- IV. Management of Classroom Environment
  - F. The teacher demonstrates evidence of effective organizational techniques and uses time, materials, and resources effectively.
  - G. The teacher maintains standards of discipline that promote positive behavior, mutual respect, and safety.
  - H. The teacher maintains a smooth ongoing flow of events in the classroom.
- V. Professional Responsibilities
  - M. The teacher fosters constructive interactions with parents.

- N. The teacher shares responsibility for the accomplishment of school and system-level goals, and policies.
- O. The teacher is a reflective and continuous learner.
- P. The teacher fulfills professional responsibilities.

### CATEGORIES, INDICATORS, AND ATTRIBUTES OF EFFECTIVE TEACHING

#### ***Curriculum, Instruction, Planning and Assessment***

- A. The teacher is up-to-date regarding curriculum content.

For example:

- Demonstrates a working knowledge of the core curriculum within the teacher's assignment.
- Keeps current in the field and applies knowledge to the instructional program.
- Contributes, either formally or informally, to the ongoing evaluation of the curriculum.

- B. The teacher effectively plans instruction.

For example:

- Sets short-term and long-term goals and objectives for curricular units.
- Identifies individual and group instructional needs and plans appropriate strategies to meet those needs.
- Uses available materials and resources that are appropriately matched to curricular goals and to students' needs and learning styles.
- Identifies prerequisite skills, concepts, and vocabulary that a unit or lesson assumes students know.
- Collaborates with school based specialists, resource personnel, and administrators to better design curricula or instructional modifications to meet the special learning needs of students.
- Plans engaging ways to introduce each unit of study.
- Plans diverse instructional strategies to address different learning styles.
- Plans opportunities for students to construct their own learning.
- Plans the integration of the teaching of reading, listening, speaking, and writing within the subject.

- C. The teacher effectively plans assessment of student learning.

For example:

- Determines specific and challenging standards for student achievement.
- Plans appropriate strategies for assessing students' progress on goals and objectives.

- D. The teacher monitors students' understanding of the curriculum and adjusts instruction, materials, or assessment when appropriate.

For example:

- Regularly uses a variety of formal and informal assessments of student's achievement and progress for instructional revisions and decision-making.
- Matches assessment procedures to the identified objectives.
- Communicates student progress, in a timely fashion, to parents/guardians, students, and staff members.
- Prepares and maintains accurate and efficient record-keeping systems of the quality and quantity of student work.
- Uses individual and group data.
- Maintains confidentiality concerning individual student data and achievement.

#### ***Motivation***

E. The teacher establishes and encourages a positive learning environment.

For example:

- Creates a classroom climate that promotes openness to student responses, mutual respect, support, and inquiry.
- Provides opportunities for students to interact effectively in groups and to recognize their value to the group.
- Encourages students to develop a sense of responsibility, self-discipline and self-worth.
- Models tolerance and encourages positive attitudes toward human diversity including economic, ethnic, cultural, and gender diversity.
- Shows students the relevance of the subject to life-long learning.

F. The teacher clearly communicates goals and expectations to students.

For example:

- Clearly defines learning objectives for the students.
- Consistently provides feedback to students on their progress on goals and objectives.
- Communicates expectations and guidelines regarding quality and quantity of work, work procedures, and behavior to students.
- Demonstrates and models the attitudes, skills, values, and processes necessary for success.

G. The teacher promotes confidence and perseverance in the learner.

For example:

- Acts on the belief that all students can learn with appropriate modifications of instruction.
- Models the belief that effort is a key to high achievement.
- Encourages students to do challenging work and provides stimulus and support for students to take responsibility to complete such tasks successfully.
- Responds appropriately when an individual student is having social and/or emotional difficulties which interfere with learning and/or participation in class.

### ***Instruction***

H. The teacher uses appropriate instructional techniques.

For example:

- Makes connections between concepts taught and students' prior knowledge and experiences.
- Regularly checks for students' understanding of content and concepts and progress on skills.
- Uses student responses and regular assessment strategies to identify confusions and misconceptions. Remediates, reteaches, or varies instructional strategies to meet student needs.
- Provides learning experiences to meet the needs of varied student learning styles.
- Uses a variety of materials to reinforce and extend skills, to accommodate learning styles, and to match instructional objectives.

I. The teacher continually evaluates, experiments, and refines instructional strategies.

For example:

- Uses a variety of questioning techniques.
- Incorporates current research based instructional strategies to improve student learning.
- Assesses instructional strategies used by comparing intended and actual learning outcomes.
- 

### ***Management of Classroom Environment***

J. The teacher demonstrates evidence of effective organizational techniques and uses time, materials, and resources effectively.

For example:

- Is well organized in the presentation of materials
  - Provides adequate plans for substitute teachers.
  - Makes learning materials readily available for efficient distribution to students.
  - Uses classroom time and classroom space to promote optimal learning.
  - Establishes classroom procedures that maintain a high level of students' time on task and that ensure smooth transitions from one activity to another.
- K. The teacher maintains standards of discipline that promote positive behavior, mutual respect, and safety.  
For example:
- Maintains a systematic approach to discipline by establishing, communicating and administering a consistent and fair set of rules supporting appropriate expectations.
  - Adheres to authorized policies and procedures.
  - Maintains appropriate professional boundaries with students.
  - Serves as a positive role model for students.
  - Demonstrates fairness, sensitivity, and consistency in the handling of student problems.
- L. The teacher maintains a smooth ongoing flow of events in the classroom.  
For example:
- Makes constructive use of waiting time.
  - Manages student transitions between activities effectively.
  - Keeps track of student activity.
  - Prepares instructional materials in advance.
  - Manages interruptions effectively.

### ***Professional Responsibilities***

- M. The teacher recognizes the fundamental importance of parents/guardians to student learning, and is constructive in interactions with parents/guardians.  
For example:
- Informs parents/guardians of student expectations and progress.
  - Maintains appropriate professional boundaries with parents.
- N. The teacher shares responsibility for the accomplishment of school and system-level goals, and policies.  
For example:
- Works collaboratively to identify school problems and suggests possible solutions.
  - Works cooperatively with staff on curriculum instruction and other school programs.
  - Shares expertise and new ideas with colleagues.
  - Supports student and school activities.
  - Supports new teachers.
- O. The teacher is a reflective and continuous learner.  
For example:
- Reflects upon teaching effectiveness.
  - Uses available resources to analyze, expand, and refine professional knowledge and skills.
  - Seeks out information and participates in activities in order to grow and improve as a professional.
  - Is receptive to suggestions for growth and improvement.
- P. The teacher fulfills professional responsibilities.  
For example:

- Is punctual.
- Carries out and completes duties.
- Adheres to school/district policies, procedures, and regulations.
- Exercises responsibility for student management throughout the building.
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### **Guidance Counselor Position Description**

The primary goal of the Comprehensive School Counseling Program is to promote and enhance the learning process. To that end, the Claremont School Counseling Program facilitates student development in three broad and interrelated areas: academic development, career development and personal/social development. The Counseling Program uses national and state standards to focus on what all students, from kindergarten through grade 12, should know, understand, and be able to do to enhance their development.

The Claremont K-12 School Counseling Program is comprehensive in design. Within the delivery system there are four components:

- School Guidance Curriculum
- Individual student planning
- Responsive services
- System support

### **Role Description: Elementary (K-5) School Counselor**

#### Introduction:

The role of the elementary school counselor is to provide a comprehensive guidance and counseling program for all children in elementary school, to consult with teachers, parents and staff to enhance their effectiveness in helping students, to provide support to other elementary educational programs, and to coordinate other services as needed by children and their families.

#### The School Counselor's Professional Role and Responsibilities:

1. Counsels individual and small groups of children about personal, social, and academic concerns.
2. Consults/Collaborates with teachers, parents, and staff regarding the personal, social, and academic development of individual children.
3. Assists the school principal with identifying and resolving student issues, needs, and problems.
4. Acquires ongoing knowledge of school and community resources in order to refer children and their families to programs, specialists and outside agencies, and to coordinate services as needed.
5. Implements the Guidance Curriculum through:
  - Classroom activities, developmentally appropriate for age and grade
  - Group activities
  - Parent workshops
  - Interdisciplinary curriculum development
6. Participates in school team meetings relevant to the school counselor's role.
7. Participates in activities that contribute to a positive school community.
8. Facilitates student peer support, mediation, and mentoring programs.
9. Participates in Kindergarten Screening by conducting interviews with parents and consulting with staff.
10. Assists in the smooth transition of students from one school to another school.
11. Participates in meetings with other school counselors, supervision groups, and outside service providers.
12. Plans and reviews the guidance and counseling program.

13. Identifies and pursues meaningful opportunities for continuous professional growth.
14. Adheres to professional/ethical standards for school counselors in accordance with the NH Department of Education Office of Guidance & Counseling, NH Department of Education K-12 Career Development Curriculum Frameworks, and ASCA (American School Counselor Association).



## Role Description: Secondary (6-12) School Counselor

### Introduction:

The educational program has three core elements: instruction, administrative services and counseling services. To help each student obtain the maximum benefit from the educational program, counselors facilitate and enhance academic, personal/social and career development. **The major portion of the counselor's day is spent counseling students.**

### The School Counselor's Professional Role and Responsibilities:

1. Motivates students to seek counseling of their own volition in a creative and secure culture which supports and encourages self-referral.
2. Counsels individuals and groups of students who have issues which inhibit their ability to learn and provides an atmosphere in which students can deal with these issues openly and effectively.
3. Provides counseling services to students designed to facilitate their educational, personal/social, and career development. This may include the development of:
  - Self awareness
  - Conflict resolution
  - Goal setting
  - Personal responsibility
  - Personal decision making
4. Coordinates and interprets assessment instruments to provide information regarding aptitude, ability, skills, learning styles, academic achievement and interests to assist in educational, career, college and vocational planning.
5. Provides developmentally appropriate services designed to help a student investigate his/her own capabilities, achievements, interests, and adjustment. Activities may include:
  - Career Exploration and Counseling: career fair, job shadowing, interest inventories, career software;
  - College Exploration and Counseling: individual counseling, college fairs, financial aid nights, coordinating testing;
  - Supporting Additional Enrichment Activities: identifying students for summer programs, hosting college and military recruiters.
6. Collaborates with students, administration, faculty and families, including (but not limited to) participating in the student assistance team meetings and working with the special education team.
7. Makes referrals to and accesses information from outside community agencies.
8. Assists with the development of a student's academic plan as part of a team with technical, clerical, and administrative support.
9. Utilizes available technology when appropriate.
10. Educates students, staff, administrators, parents, and community concerning the school counselor's role.
11. Adheres to professional/ethical standards for school counselors in accordance with the NH Department of Education Office of Guidance & Counseling, NH Department of Education K-12 Career Development Curriculum Frameworks, and ASCA (American School Counselor Association).

## **Media Generalist Position Description**

This position description communicates job expectations to the media generalist and helps the administrator focus on those elements of school media center service considered most important. This is to be considered a list of basic expectations rather than a checklist, as not every component can or should be part of every school day. The position description forms a common basis for observation and conferences. Each descriptor (listed after capital letters) is followed by a set of numbered indicators that is not comprehensive. The position description will be utilized by the evaluator to support media generalist strengths.

### **I. INSTRUCTIONAL SKILLS**

The media generalist is expected to:

- A. Exhibit knowledge of educational principals, library science, and media technology.
- B. Plan a program of study that, as much as possible, meets the individual needs, interests, and abilities of the students and supports and enriches the curriculum.
- C. Establish and communicate clear expectations to students.
  - Recruit, train, and supervise clerical help, student assistants and volunteers to facilitate smooth operation of the library and media center.
  - Develop and utilize appropriate behavior management strategies.
- D. Utilize instructional techniques that promote learning.
  - Plan, prepare and present lessons that promote student learning.
  - Demonstrate questioning techniques appropriate to learner needs.
  - Teach and promote the use of information retrieval skills.
- E. Maintain a library, media center climate that supports student learning and staff use.
  - Define and communicate library rules and practices to students.
  - Foster an open atmosphere in which others feel free to express themselves; respond to concerns of others.

### **II. PROFESSIONAL RESPONSIBILITIES**

- A. Maintain a working relationship with other staff members and libraries.
  - Work with principal and teachers to ensure that the library media program supports the instructional program of the school.
  - Share ideas, concerns, information, and expertise with colleagues.
  - Show willingness to problem solve with peers.
  - Share resources.
  - Promote interdisciplinary cooperation with district, public, and academic libraries in the area.
- B. Show evidence of professional growth by meeting recertification requirements.
- C. Take precautions to protect people, equipment, materials and facilities.

- D. Prepare and monitor budgets that reflect the requirements of the curriculum and the interests of the students.
- E. Classify, catalog, and organize all library materials according to prescribed, professional methods to ensure optimum accessibility.
- F. Follow established procedure for removal of obsolete materials, incorporated with collection development plan.
- G. Provide information or records needed for the operation of the school (inventory, usage, circulation, reading lists, etc.).
- H. Maintain professional standards of confidentiality.
- I. Perform other duties as may be required by the principal or other supervisor.