

**AGREEMENT**

**between the**

**WEARE SCHOOL BOARD**

**and the**

**WEARE EDUCATION ASSOCIATION**

***JULY 1, 2016 THROUGH JUNE 30, 2018***

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## ARTICLE I

### RECOGNITION

- A. The Board recognizes the Association (W.E.A./NEA-NH) as representing Professional Staff certified by the Public Employees Labor Relations Board (PELRB) as belonging to the bargaining unit and employed by the District.
- B. The term "Professional Staff" includes but is not limited to all staff employed under an individual contract, such as teachers, certified speech specialists, certified librarians, RN nurses, and guidance counselors and does not include administrative staff.
- C. Professional Staff under this contract are those staff members furnishing professional services and/or direct instruction to students and are certified to do so.

## ARTICLE II

### DURATION OF AGREEMENT

- A. This Agreement goes into effect July 1, 2016 and will expire June 30, 2018.
- B. Individual Professional Staff contracts shall continue to be issued by the Board on an annual basis. Notification of non-renewal will be made in accordance with applicable NH laws including but not limited to NH RSA 189:14-a. A copy of this law will be available in both buildings.
- C. Any part of this Agreement, which is found to be contrary to law, shall not be binding on either party.
- D. Any section of the Agreement found to be unlawful shall not invalidate any other parts of the Agreement.

## ARTICLE III

### NEGOTIATIONS PROCEDURE

- A. Negotiations shall begin no later than May 15 of the next to last year of the current agreement. It is the responsibility of the Association to notify the Board of their desire to begin negotiations. Ground rules for negotiations shall be set by the two parties at the first negotiations meeting.
- B. Both parties agree to freely exchange ideas, proposals and counter proposals and negotiate in good faith.

## ARTICLE IV

### SCHOOL YEAR / SCHOOL DAY / DUTIES

#### A. SCHOOL YEAR

1. Professional staff will work 190 days to be allocated as follows:
  - a. 180 teaching/instructional days
  - b. 1 day Common Day Workshop
  - c. 1 day before school begins for classroom preparation, to be scheduled at the staff members discretion
  - d. 1 day for evening activities (ex: open house) (1 day equals 7.5 hours)
  - e. 1 day on the day after the students' last day of school for disassembly of classroom activities, administration will not designate how time is used.
  - f. 1 day for parent/professional staff conferences, if completed prior to the Wednesday before Thanksgiving, the staff is not required to report to work.
  - g. 1 day NEA-NH workshop day, other approved workshops or work in assigned schools.
  - h. 4 days scheduled within 5 business days prior to the first student school day – 3 days for administrative use and 1 day for classroom set-up.
2. Alternative scheduling based on NH Code of Administrative Rules Section Ed 306.18 may be investigated during the term of this agreement. A new option will not be adopted by the Board during the duration of this contract unless it has the support of a majority of the Weare Education Association members as voted on at a regular monthly membership meeting.
3. At least one business day, not December 24<sup>th</sup>, before the holiday break will be included in the annual calendar as a non-work day unless December 25<sup>th</sup> falls on a Monday or Tuesday.
4. The Board shall have the sole right to determine the calendar. The WEA shall be given the opportunity to have input into the school calendar.

#### B. SCHOOL DAY

1. The Workday – The Professional Staff's day shall be 7.5 hours in length. All Professional Staff shall receive a duty free, uninterrupted lunch period of 25 continuous minutes or the student lunch period, whichever is greater. All Professional Staff shall have a single duty-free prep period during the school day which corresponds in length to the Unified Arts block, except when extenuating circumstances occur (i.e. testing, inclement weather, whole school activities, etc.) No meetings will be scheduled during the teachers' duty-free prep period.
2. Staff Meetings – One staff meeting per month, during the school year, shall be scheduled outside the 7.5 hour work day. This meeting will not exceed 45 minutes in length and will be scheduled into the annual school calendar.

This forty-five minute meeting may be attached to a scheduled curriculum or team meeting. In exceptional circumstances, this forty-five minute meeting and curriculum/team meeting day may be rescheduled with at least a four week notice. Two additional mandatory meetings may be scheduled outside the student day, within the 7.5 hour work day, per week, excluding special education meetings and committee meetings.

3. Non-Teaching Duties – Morning duty, recess duty, and any other non-teaching duties which are necessary for maintaining a well-run school and assuring the safety of the students will be considered part of the regular work day for Professional Staff. All non-teaching, supervisory duties will be distributed equally among the Professional Staff of each building by the administrators after all available para-educators have been assigned the duties and if additional coverage is still necessary.
4. Bus Duty - Professional Staff shall not be required to perform bus duty except that one (1) Professional Staff per building shall be assigned to be at his or her work station or assigned work station from the time of arrival of the first bus to the start of school and from the end of school to the departure of the last bus. The Professional Staff shall be responsible in the event of a need for assistance by a person covering bus duty or elsewhere within the school.
5. Emergency - In the event of extreme emergency, the parties agree to cooperate to protect the welfare of the students and/or the educational program.

## ARTICLE V

### LEAVES OF ABSENCE

#### A. SICK LEAVE

Professional Staff will have fifteen (15) days sick leave per year, five (5) of which may be used for sickness of immediate family members, cumulative to one hundred and twenty-five (125) days. Professional Staff sick days will be earned at the rate of one and one-half (1 1/2) days per month. For the months of September through June, Professional Staff may have immediate access to the fifteen (15) days, but if terminated before they have accumulated fifteen (15) days, days not accumulated but taken will be deducted from their final pay. Any Professional Staff who does not use sick leave for a complete school year shall receive a \$200.00 bonus payable at the end of the school year. Donation to the sick bank will not exclude a Professional Staff from this bonus. A sick day cannot be changed to a personal day after the fact.

#### B. SICK LEAVE BANK

The Board agrees to establish a sick leave bank to cover Professional Staff in the event of a medical disability. The sick leave bank shall be administered by a committee composed of the members of the Association appointed by the President hereinafter called the Administrative Committee. The Administrative Committee will notify the Administration of days withdrawn from the Sick Leave Bank and to whom the days are granted. The Administrative Committee will notify the SAU Business Administrator of the Professional Staff who both add days to the Bank and those who withdraw days.

Each Professional Staff may donate one day from the days allowed to accrue in a one-year period to be deposited in said bank, such day to be deducted from the Professional Staff's annual sick leave. A Professional Staff choosing not to donate to the sick bank cannot apply for this benefit.

Professional Staff may enroll as soon as they have a sick leave day to contribute. Each succeeding school year the month of October shall be a new enrollment period. Sick days in the bank shall accrue from year to year to a maximum of one hundred and twenty-five (125) days after which additional donations shall not be required until the bank drops below fifty (50) days. A Professional Staff member shall become eligible to request extended benefits from the Sick Leave Bank after a medical disability, provided he/she has exhausted all his/her accrued sick leave. Approvals for such requests shall be made at the discretion of the Administrative Committee. Professional Staff who are receiving benefits from the LTD policy set forth in Article IX, C, shall not be eligible to receive benefits from the Sick Leave Bank. Professional Staff may be granted no more than the number of days needed to qualify for LTD from the Sick Leave Bank. Decisions by the Administrative Committee are final and not subject to the grievance procedure.

#### C. PERSONAL DAYS

Professional Staff shall be granted up to a maximum of three (3) days per contract year for personal business. Personal days shall be used for imperative business that cannot be accomplished outside of the school day. Notice of intent to use personal days shall be made in writing to the Principal. Except in emergencies, forty-eight (48) hours' notice is required. Personal days shall not be used specifically to extend a holiday or a vacation. Special circumstances may be appealed to the Superintendent.

#### D. BEREAVEMENT LEAVE

Each Professional Staff will be entitled to four (4) days leave at full salary in the event of the death of an employee's loved one. This would include but not limited to spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, grandparent or other individual fulfilling a similar role. The principal at his/her discretion may grant additional days. Request for additional days may be appealed to the Superintendent.

#### E. FAMILY AND MEDICAL LEAVE

Eligible Employees will be entitled to benefits as provided in the Family and Medical Leave Act of 1993, PL 103-3, and any subsequent amendments. A full copy of FMLA will be available in each building.

#### F. CHILD-REARING LEAVE

In addition to the period of time which a Professional Staff member is disabled as the result of the birth of a child, or upon the adoption of a child under the age of one (1), upon written request to the Superintendent, given at least sixty (60) days prior to the anticipated birth date, beyond the period of childrearing leave outlined in the FMLA policy, a Professional Staff member shall be granted child-rearing (sometimes called maternity) leave without pay. A Professional Staff member on leave shall return at the beginning of the school year, provided further that the total leave shall not exceed the balance of the school year in which the leave was taken and the next school year. A Professional Staff member may return to work earlier than the start of the school year at the discretion of the School Board.

During the time that a Professional Staff member is on unpaid childrearing leave, the employee shall be entitled to remain eligible for participation in all District fringe benefit programs, provided they shall be at the sole expense of the employee. In the event the period of leave shall be less than one (1) semiannual semester, a professional staff member shall be entitled to credit for one (1) year of experience on the teaching salary schedule. If the period of leave shall be in excess of one (1) semiannual semester, then the Professional Staff member shall not get credit for one (1) year of teaching experience on the salary schedule.

#### G. PROFESSIONAL LEAVE

Professional Staff may be granted two (2) professional days per year upon approval of the principal, based on a review for activity content and overall professional development goals. There will also be an additional twenty-five

(25) professional days in the bank for use by the Professional Staff. Except in unusual circumstances, no Professional Staff member will be permitted to utilize more than three (3) days from the bank in any one year. In no event, however, will a Professional Staff member be permitted to use more than five (5) days per year from the bank. Use of days from the bank requires the prior approval of the principal. School District directed workshops or professional development opportunities shall be considered school business and not count toward the Professional Staff member's two (2) professional days allotment in this Article.

#### H. MILITARY LEAVE

Military leave without pay or any other benefits shall be granted to any Professional Staff as mandated by state or federal law. A member required by official orders to attend National Guard, or other military reserve duty, during the school year, shall receive pay for such period (not to exceed two (2) weeks) equal to his/her regular gross pay, less the amount he/she received from the military for said required temporary service. The Professional Staff shall make reasonable provisions, but no higher than the local unit commander, to request training that does not conflict with the work year. Any other military leave (voluntary or involuntary) will be done without pay.

#### I. CIVIL LEAVE

Upon presentation of a court subpoena or notice of jury duty, a Professional Staff shall be allowed leave for witness or jury duty as the case may be. The Professional Staff will receive pay from the School District which shall equal the difference between the pay for jury duty or witness fee and the Professional Staff's School District pay for the period of said leave.

#### J. SABBATICAL LEAVE

Any Professional Staff may apply for a leave of absence for the purpose of educational improvement, providing such Professional Staff has been under contract in the School District for a period of not less than seven (7) years and such application is filed with the Superintendent no later than December 1 of the year preceding the start of the leave. Sabbatical leave will be available only for full-time study or research programs which offer potential benefit both to the individual and to the school system.

Such leave may be granted to not more than one (1) Professional Staff member in any one (1) year providing their proposals are educationally sound. Selection shall be made by the Board upon recommendation of the Superintendent. The Professional Staff member shall receive remuneration equal to 85% of a currently offered family insurance health plan.

If permission for a leave is granted, the recipient shall sign an agreement that he/she will (a) return to the School District for a period of not less than one (1) year and (b) will not alter the approved sabbatical proposal without approval of the Superintendent and School Board. The Board may waive provision (a) providing the recipient agrees in writing that should he/she leave the employ of the School District for any reason except death or serious illness during the one

(1) year immediately following completion of his/her sabbatical leave, he/she will reimburse the District any monies paid during the leave. Any Professional Staff who chooses may participate in the employer's benefit plan at his or her own expense.

**K. NOTICE OF INTENT TO RETURN FROM LEAVE**

For any Professional Staff who is on long term leave from the District, (FMLA, Childrearing, Sabbatical or other,) he/she shall give written notice by March 1<sup>st</sup> of his/her intention to return to work the next school year. Failure to give such notice by March 1<sup>st</sup> shall be deemed to be a statement that the Professional Staff does not intend to return from leave, and the School District may consider the position to be vacant.

## ARTICLE VI

### COMPENSATION

- A. In their first year of employment, all Professional Staff hired by the School District will be placed on step in the salary schedule (Appendix A.). No new staff member will be hired higher than Step j.

In year one (2016/2017) there will be a 2% increase to the base and one step advancement for returning Professional Staff. Off schedule Professional Staff shall receive \$1900.00 added to their existing salary with longevity payment as described in Article VI I. No additional staff shall advance beyond step j after 2016/2017.

In year two (2017/2018) there will be a 2% increase to the base and one step advancement for returning Professional Staff. Off schedule Professional Staff shall receive \$2000.00 added to their existing salary.

- B. In the event that an increment is to be denied, such denial will be based on the evaluation process. Increments will be denied only for just cause.
- C. Increments for preparation beyond the Bachelor's Degree will be granted in accordance with Appendix A. Evidence of the preparation for adjustment in the salary must be submitted to the office of the Superintendent of Schools on or before Sept 1<sup>st</sup> for the fall semester, and on or before January 20<sup>th</sup> for the spring semester. Professional Staff who are off step but who move up an educational track shall have added to their salary the incremental difference between tracks for the last step of that year's matrix.
- D. Placement on the salary scale set forth in Appendix A may be adjusted by the Superintendent to support the employment by the District of qualified candidates. This can be done a maximum of 4 times per year as follows:

For candidates recommended to fill professional positions of "critical shortage" areas, as defined by the State, the District may award a one-time additional two thousand dollars to recognize job or life experience and shall not be included in the Professional Staff member's compensation in any other year.

- E. Each Professional Staff shall have the option of salary payments prorated on the basis of 21 or 26 pay periods. Professional Staff electing 26 pay periods shall have the choice of receiving the balance of salary in a lump sum on the last day of school in June. If Professional Staff elect the 26 pay periods, they also have an option to receive a partial amount of the lump sum as the "Christmas Check" option, paid before Thanksgiving.

Bi-weekly pay begins no later than the second Thursday following the first scheduled staff work day.

F. Payment for stipend salaries will be based on a percentage of the base (step one Bachelor salary) each year. Activities will be placed in one of the following categories:

Category 1 Seasonal 1.2%

Category 2 Full Year 2.25%

Category 3 Major Projects 3.75%

Category 4 Professional Staff Coordinator 5%

The Board will budget the total sum of \$63,680 for the first year of the contract and \$64,954 for the second year.

A committee comprised of an equal number of voting members of administrators and association members may recommend additions and deletions to the stipend activities/positions that are offered. Activities will be listed as an addendum to appendix G. The administrators will establish job descriptions and supplemental contracts. Compensation for stipend jobs in Appendix F will not be reduced unless the activity is eliminated or substantially changed. The Board shall decide which stipend activities/positions will be offered.

New or vacant positions will be posted and qualified professional staff given the right of first refusal.

Successful completion of a stipend job agreement entitles the person responsible for the job to the right of first refusal on the agreement for the next year unless the job is eliminated. Successful completion shall be defined as adequate fulfillment of job description and acceptable observation resulting in a positive annual written evaluation.

G. A whole district performance-based compensation system will be based on the overall student NWEA fall/spring performance improvement for all professional staff within a school level (K-5 and 6-8) that meet the approved target as stated below:

NWEA Fall-Spring School Overview Report from Dynamic Reports will be used. The report will be compiled on or before the last day of school following the completion of spring testing by a committee comprised of two association members, one from each level, and two administrators.

Compensation resulting from the performance results will be paid from surplus funds. The School Board will decide on the amount of compensation to be paid at the June School Board meeting.

95% of students must be tested and included in the fall/spring data of each year. NWEA Performance is calculated in proficiency and growth.

Compensation will be paid to all Professional Staff at each level where 90% of the students are proficient in reading and math or any two of the following conditions are met:

- There is an increase in the percent of students projected to be proficient in reading based on spring NWEA results when comparing the previous school year to the current school year.
- There is an increase in the percent of students projected to be proficient in mathematics based on spring NWEA results when comparing the previous school year to the current school year.
- There is an increase in the percent of students meeting or exceeding the growth index in reading based on spring NWEA results when comparing the previous school year to the current school year.
- There is an increase in the percent of students meeting or exceeding the growth index in mathematics based on spring NWEA results when comparing the previous school year to the current school year.

The bonus will be paid only from available surplus funds, if any, at the end of the school/fiscal year. Such bonuses shall be a one-time payment, and shall not be included in the Professional Staff member's compensation in any other year.

H. The Board agrees to deduct from the salaries of its Professional Staff, dues for WEA/NHEA/NEA, as said Employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Association.

I. Longevity payments will be as follows:

- In 2016/2017, professional staff members in their 16<sup>th</sup> through 20<sup>th</sup> year of continuous service to the Weare School District shall have the amount of \$1,500.00 added to their base salary.
- In 2016/2017 school year, professional staff members in their 21<sup>st</sup> or higher year of continuous service to the Weare School District shall have the amount of \$2,000.00 added to their base salary.

All longevity payments sunset on June 30, 2017.

## ARTICLE VII

### ASSIGNMENTS, TRANSFERS, VACANCIES

- A. The Superintendent or his or her designee shall make all assignments and transfers within the Weare School District.
- B. Said assignments and transfers shall be given in writing to all Professional Staff for the upcoming school year by the third Monday in April, subject to reassignment where necessary in the best interest of the School District. Such assignments and transfers shall be considered as involuntary and treated accordingly.
- C. Prior to involuntary assignments or transfers of any Professional Staff, the Superintendent or his/her designee, shall consider any volunteer to fill said position.
- D. Any involuntary transfer shall be made only after a meeting between the Professional Staff involved and the Superintendent, at which time the Professional Staff employee shall be notified of the reason for the transfer. In the event that Professional Staff objects to the transfer, the Association will be notified and the Superintendent or his/her designee will meet with the Association representative and the Professional Staff to discuss the transfer.
- E. The term "transfer" shall include all changes in subjects to be taught, elementary grade level changes, and building assignments.
- F. A Professional Staff shall not be assigned or transferred to a position for which he/she is not certified or certifiable, except temporarily and when such assignment or transfer is deemed to be in the best interests of the educational program of the School District. "Temporary" shall be defined for purposes of this article as not to exceed beyond the current semester.
- G. A vacancy, which exists within the School District, both professional and/or extracurricular, will be posted by the Superintendent for 10 days except in case of emergency and notification will be given to the President of the Association. The vacancy will include the job title, job description, and requirements of the position.
- H. A "vacancy" shall be defined for purposes of this article as a position presently unfilled, a position currently filled but which will be open in the future, or a new position.
- I. Professional Staff shall have the right to apply to fill vacancies.

## ARTICLE VIII

### COURSE/WORKSHOP REIMBURSEMENT

- A. An amount of forty-five thousand dollars (\$45,000) for each contract year, will be made available for course reimbursement to Professional Staff who successfully complete (B or better; or “pass” in a pass/fail course) an academic course of study, provided that no Professional Staff will be reimbursed more than the total tuition cost for a four credit graduate course. No course will be reimbursed more than the cost of a four credit graduate course at the University of New Hampshire. This reimbursement also assumes the Professional Staff is not receiving a course reimbursement from any other organization; i.e., G.I. Bill, scholarships, or grants. This course reimbursement will be available to a Professional Staff on Sabbatical leave, under the same conditions as a Professional Staff not on leave. Professional Staff will be eligible for additional courses per fiscal year, until the \$45,000 has been depleted, as allowed for in this Article.
- B. To be eligible for course reimbursement, a Professional Staff must file in duplicate an Application for Course Reimbursement, through the school principal, which will be forwarded to the Superintendent of School’s Office. The Superintendent will either approve or deny all requests.
- C. The Superintendent will return a copy of the Application for Course Reimbursement, indicating either approval or reason for denial.
- D. After the course has ended, in order to be reimbursed, the Professional Staff member shall present an official transcript, indicating the completion of the course, the grade earned, and evidence of payment. Professional Staff members may be reimbursed for a course that was audited upon presentation of an in-depth reflection, evidence of payment, and documented attendance. A transcript or certificate may serve as proof of attendance.
- E. If for any reason the course is not completed (cancellation, withdrawal, etc.), the Professional Staff must notify the Superintendent’s office so that the Course Reimbursement Application may be cancelled.
- F. Allocation and Payment of Funds:
  1. No person shall be paid more than the actual cost of tuition for the course, and no course shall be reimbursed more than the cost of a four credit graduate course at the University of New Hampshire.
  2. All persons anticipating submitting a request for payment under this section during the contract year (July 1 – June 30) shall notify the Superintendent’s Office no later than May 1st. All first courses will be paid in full upon completion and the submission of the information required under Article VIII.
  3. In the event there are more applicants than funds available, monies will be encumbered based on the date of the request for course approval. If monies

remain unencumbered after May 1st, reimbursement will be distributed to participants completing additional courses. If requests total more than the remaining funds, all participants will receive an equal share of remaining monies. No Professional Staff member will be reimbursed for more than one course per college term except during the summer.

G. Professional Staff are eligible to use SAUniversity<sup>24</sup> credits as in-service credit for movement on the salary schedule found in Appendix A if he/she successfully completes (B or better or “pass” in a pass/fail course) a SAUniversity<sup>24</sup> course of study. SAUniversity<sup>24</sup> credits may be applied to column movement from Bachelors to Bachelors+15 or from Bachelors+15 to Bachelors+30 or from a Masters to a Masters+15 or from Masters+15 to a Masters+30. For those Professional Staff off schedule, after the accumulation of 15 credits from SAUniversity<sup>24</sup>, a one-time cash payment of \$2,000 will be awarded. This payment shall not compound. This bonus is available each time a new bundle of 15 credits has been accrued.

#### H. WORKSHOP REIMBURSEMENT

The District agrees to budget thirty thousand dollars (\$30,000) for each contract year for workshop reimbursement. Professional Staff will use this money for individual staff professional development. Each Professional Staff will be reimbursed for total workshop(s) cost(s) up to a total of \$350.00; however no Professional Staff will be reimbursed more than the actual registration cost of any given workshop. Money should be encumbered by May 1st of the contract year. Payment from the District shall be forthcoming with evidence of attendance and receipt of payment. Evidence of workshop expenses is due in the Superintendent's Office no later than June 1st of the contract year.

## ARTICLE IX

### BENEFITS

#### A. MEDICAL INSURANCE

1. The Board shall provide a health benefit plan for Professional Staff of the bargaining unit. The schedule of benefits will be substantially comparable to the medical and hospital benefits offered by Healthtrust's Access Blue New England or HSA 2500/5000 Lumenos plan. However, in no event shall the District's obligation exceed 85% of any chosen plan. For those staff who are hired at less than 1.0 FTE, health benefits will be pro-rated to match the percentage of their contract.

#### Health Savings Account

All full time bargaining unit members will receive contributions from the Weare School District toward their Health Savings Account if they have elected the 2500/5000 Lumenos plan. The amount contributed each year will be the larger of 50% of the individual plan deductible or their plan deductible less any pre-existed HSA funds. If a bargaining unit member begins employment midyear, these HSA contributions shall be pro-rated according to the calendar year in which they were hired.

#### 2016/2017 HSA Funding

In order to adjust to the calendar year cycle of deductibles versus the school year cycle of health insurance plans, the District agrees to fully fund the deductible in school year 1 of the agreement with the knowledge that this may exceed the calendar year deductible. On January 1, 2017, the District will replenish all HSA's to the full deductible level upon submission of documentation necessary to demonstrate deductible expenditures. All subsequent HSA contributions shall be made on January 1<sup>st</sup> to coincide with the calendar year plan.

#### 2017/2018 HSA Funding

All standard HSA contributions shall be made on January 1<sup>st</sup>. The District will contribute either 50% of the individual plan deductible (\$1,250.00) or replenish the HSA to fully funded status, whichever is the greater amount. In order to be eligible to receive funding in excess of the 50% of the individual plan deductible (\$1,250.00), bargaining unit members will need to submit documentation necessary to demonstrate deductible expenditures. Bargaining unit members who receive their contributions on January 1<sup>st</sup> and leave the district before the end of the calendar year shall refund the District the pro-rated amount of their total annual standard contribution. Additionally, bargaining unit members may fund their own HSA's with pre-taxed contributions, however no contributions can be made beyond the federally defined limit for any given plan year.

### HSA Enrollment

Bargaining unit members without an existing HSA may enroll for an HSA through an arrangement provided by the District. Bargaining unit members may also establish an HSA through their own financial institution.

### Transferability

An HSA is owned by the bargaining unit member and as such travels into and out of the District with the individual.

2. Professional Staff who show proof of otherwise being covered by a comparable health insurance plan will be eligible for compensation in lieu of the District's health plan. Full time Professional staff will be compensated:

- \$3,000 per year for a single plan.
- \$5,000 per year for a two person or family plan

This is in return for their written waiver of the benefit. Payments shall be prorated and paid over the pay periods.

3. To be eligible for this compensation Professional Staff must meet the following criteria:

- Have and show proof of their coverage in a comparable plan;
- Initially attend an informational seminar to explain the effect of this waiver;
- Sign a "waiver of insurance" form discontinuing health insurance coverage with the District.

Professional Staff who waive their entitlement to District health insurance and then have an activating event that requires them to access the District's plan shall reimburse the District on a pro rata basis.

4. Either party, with written notice to the other, may reopen negotiations on medical insurance under this agreement. In the event that neither party requests to reopen negotiations in accordance with this provision, or unless otherwise agreed by the parties, no change in medical insurance, including but not limited to cost-sharing shall occur.

## B. LIFE INSURANCE

A fifty thousand dollar (\$50,000.00) group life insurance policy or an amount equal to one (1) year's salary, whichever is greater.

## C. DISABILITY INSURANCE

A long-term disability policy providing sixty-six (66) percent of salary not to exceed four thousand dollars (\$4,000.00) per month after ninety (90) days of disability. The selection of provider shall be at the sole discretion of the District.

#### D. DENTAL INSURANCE

The Board shall provide a single person, two-person or family dental plan for Professional staff, comparable to the coverage of the Delta Dental 2002-03 scheduled benefits.

#### E. FLEXIBLE SPENDING ACCOUNT SECTION 125

The Board will institute a Flexible Spending Account as provided by Internal Revenue Code Section 125 as described below:

For each plan year, all employees will be given the opportunity to estimate the amount of money they expect to spend out-of-pocket on health care services in the upcoming year. A prorated portion of this estimate will be deducted from their pay each pay period on a before-tax basis, as provided by Internal Revenue Code Section 125, and deposited in a reimbursement account. When an employee incurs out-of-pocket health care expenses, they may request reimbursement from the account. The maximum contribution by each participating employee is not to exceed the maximum allowed by law.

#### F. DEPENDENT CARE REIMBURSEMENT PLAN

The Board will institute a Dependent Care Reimbursement Plan as provided by the Internal Revenue Code Section 129 as described below:

Expenses incurred for dependent care (and related household services if care is provided in the home), which allow the employee (and spouse if applicable) to work may be reimbursed by a Dependent Care Reimbursement Plan.

For each plan year, employees will be given the opportunity to estimate the amount of money they expect to spend out-of-pocket on eligible dependent care services in the upcoming year. A prorated portion of this estimate is then deducted from their pay each pay period on a before-tax basis and deposited into a reimbursement account. When the Employee incurs out-of-pocket dependent care expenses, they may request reimbursement from the account.

#### G. ACCRUED SICK DAY REIMBURSEMENT

Professional Staff, upon notification to the School Board to retire or separate from the Weare School District by November 1st of the current and final year of employment, the District shall reimburse the Professional Staff member on or before July 1, as follows:

For Professional Staff who have 15-19 years of continuous service in the Weare School District, 50% of their accumulated available sick days at 75% of their current daily rate.

For Professional Staff who have 20 or more years of continuous service in the Weare School District, 75% of their accumulated available sick days at 100% of their current daily rate.

On an emergency basis, the School Board has the discretion to consider granting the retirement benefit to Professional Staff who have not followed the proper notification process.

#### H. EARLY RETIREMENT INCENTIVE

Professional Staff, upon notification to the School Board to retire from the Weare School District by November 1st in their final year of teaching, may be eligible for early retirement incentive if they fulfill the following requirements:

- Are 55-59 years of age
- Have completed fifteen (15) or more years of teaching service to the Weare School District

The Board will take action on early retirement request at the November meeting. Professional Staff will be notified of the Boards decision following its meeting. The Professional Staff will have until November 30<sup>th</sup> to accept the Boards decision. Once a Professional Staff member has accepted the early retirement incentive decision, this action cannot be reversed.

Bargaining unit members who are currently 60 years of age or above will be eligible to exercise the early retirement option for a two year period.

Those members eligible for early retirement will receive a one-time benefit of \$15,000 payable on or before July 1st. The Board will grant up to two (2) requests per year. If more than two requests are received, the Board will use years of service to the Weare School District as the determining factor. The Board reserves the right to grant additional requests in a given year. This benefit will sunset on June 30, 2018.

- I. If and when the New Hampshire Retirement System assessment for “spiking: (Currently codified as RSA 100-A:16 III-a) is actually implemented by the State, then notwithstanding any other provision in this Agreement, the benefit under Article IX(G) and (H) will be divided into two separate lump sum payments. The first lump sum payment shall be due and payable in July following the date of the retirement, and shall equal the maximum amount that will not result in the School District being assessed by the New Hampshire Retirement System for “spiking”. The second lump sum payment shall be due and payable at least 121 days after the employee’s retirement so as to prevent the School District from being assessed by the New Hampshire Retirement System for “spiking”, and shall equal the remainder of the retirement benefit that was not paid in the first lump sum.

## ARTICLE X

### EMPLOYEE RIGHTS

- A. The Board agrees that it will not discriminate against any Bargaining Unit member with respect to hours, wages, or any terms or conditions of employment by reason of his or her membership/activity in the Association or because of their race, creed, religion, color, national origin or ancestry, age, sexual orientation, marital status, disability, or physical characteristics.
- B. In the event a Professional Staff is disciplined, he or she shall be entitled to be represented by the Association. Discipline shall be defined as discharge, non-renewal, suspension with or without pay, reprimand (oral or written), or withholding of an increment. When a request for representation by an Association member is made, no further action shall be taken with respect to the Bargaining Unit member until such representative of the Association is present.
- C. Professional Staff shall not be disciplined without just cause, except that the just cause standard shall not apply to the nonrenewal of a probationary Employee.
- D. Each Employee shall be entitled to access his or her personnel file at any time upon notice to the Superintendent or his or her designee. An Employee may, if he or she wishes, have a representative of the Association accompany him or her during such review. The Superintendent reserves the right to have a representative present during the review of the file.
- E. The Employee shall have the right to make an appropriate response to any materials contained in his or her personnel file and such response shall be made a part of said Employee's file. Reproductions of such material may be made by hand or copying machine if available.
- F. No material will be placed in an Employee's personnel file without notification to the Employee.
- G.
  - 1. All forms of observations and evaluations shall be conducted by administrators openly and with full knowledge of the Professional Staff Person (PSP).
  - 2. The following mechanisms will be utilized in the formal evaluation process. All of the mechanisms will be based upon the Danielson Teacher Performance Standard.
    - a. Formal observations-These are pre-announced classroom visitations. They shall have pre and post-conferences. The evaluator will provide a written account of the formal observation at the post-conference. If there are concerns, the staff member will be notified in writing of the areas of deficiency with suggestions for improvement. (Appendix B)

- b. Walk-through observations-The walk-through observation process will consist of 5 walk-throughs, time to be chosen by the evaluator. Each walk-through will be followed by a conference with the evaluator and professional staff, and an observation report signed by both (Appendix C)
  - c. Portfolios-The portfolio process consists of a pre-conference to set goals for the year; documentation of goals, strategies for meeting the goals; student outcomes, parent involvement, reflections, and a post-conference followed by a written evaluation by the evaluator. (Appendix D)
3. Summative Evaluations address all aspects of performance, including but not limited to information referenced in formal observations, walk-through observations, portfolios, improvement plans, documented informal observations and information provided by the PSP.

To inform the Summative Evaluations the administrators may request to see the PSPs professional development folder, a statement of the professional responsibilities undertaken that school year and a statement of the number of parent contacts made that year.

Ratings for the Summative Evaluation will be given for each domain of the five domains as follows based on observed, documented and evidenced information:

- |                  |                 |
|------------------|-----------------|
| 1-Unsatisfactory | 2-Basic         |
| 3-Proficient     | 4-Distinguished |

Each domain is of equal weight.

Summative evaluations shall be completed by the administrator each school year for probationary PSPs, and non-probationary PSPs on improvement plans, no later than 3/15. For non-probationary staff on improvements plans, the annual Summative will occur until the cited deficiency is documented, satisfactorily addressed and the improvement plan is completed.

For non-probationary PSPs not on an improvement plan, the Summative Evaluation shall be completed once every 3 years by 4/15 of the third year of their recertification cycle. This evaluation shall be based on all observation/evaluation, documented during the previous 3 years including information provided by the PSP.

Any PSPs may, at his/her discretion, provide evidence of any of the evaluation categories prior to 3/1 if his/her Summative is due 3/15 or prior to 4/1 if the due date is 4/15. Such evidence shall become part of the documentation used by the administrators when completing the Summative Evaluation.

Areas within each domain that are not observed and/or documented during the formal and/or informal observation process shall not be considered unsatisfactory.

Summative evaluations shall recommend renewal, renewal with concerns, or non-renewal. Renewal with concerns is defined as an observed and documented

single significant incident or a pattern of observed and documented professional weaknesses. The summative evaluation is in Appendix E.

4. Improvement Plans

An improvement plan shall be developed if a summative evaluation recommends a PSP's renewal with concerns. The plan will document the aspects of performance that need improvement, establish S.M.A.R.T. goals, and recommend steps to be taken.

5. Professional Staff Person

- a. Probationary PSP will have at least 3 formal observations and 1 summative evaluation each year, and also may have informal observations. Any individual in his/her first 5 years of teaching in the Weare School District, or in his/her first 3 years of teaching in the Weare School District if he/she has received professional status (tenure) in any public school system in New Hampshire is considered probationary.
  - b. Non-probationary PSP not on an improvement plan will choose among the formal observation, walk-through observation, and portfolio processes except that the same evaluation mechanism may not be used more than 3 consecutive years. Such staff will also have one summative evaluation every three years aligned with their recertification cycle and may have informal observations.
  - c. Non-probationary PSPs shall be placed on improvement plans if the summative evaluation recommends renewal with concerns.
6. Any PSP has the right to respond in writing to both the written observation and/or written summative evaluation. The response will be attached to the evaluation document.

## ARTICLE XI

### GRIEVANCE PROCEDURE

#### A. GRIEVANCE DEFINITION

A grievance is defined to be a claim based upon the interpretation, meaning or application of this contract. The purpose of this grievance procedure is to facilitate, at the lowest administrative level possible, the resolution of the problems which may from time to time arise affecting the welfare or working conditions of Professional Staff.

#### B. STEPS OF THE GRIEVANCE PROCEDURE

As a condition of the filing of a grievance and proceeding through the steps hereinafter set forth, an employee must have discussed the situation informally with his or her immediate supervisor, and further that notice of said grievance shall be given to the Weare Education Association. Days described in steps 1 through 4 are defined as calendar days.

##### STEP 1 - Principal and Immediate Supervisor

An employee with a grievance, within sixty (60) days of the incident creating the grievance, will submit the grievance in writing to the principal or immediate supervisor individually or through the Executive Council of the Association. Within seven (7) days of receipt of the written grievance, the principal and supervisor, the aforementioned employee, and a representative of the Association will meet to discuss and resolve the grievance. If the aforementioned employee is not satisfied with the resolution of the grievance, he or she may go on to Step 2 of the grievance procedure.

##### STEP 2 - The Superintendent

The employee whose grievance has not been resolved by Step 1 may, within seven (7) days, submit his or her grievance in writing to the superintendent. Within seven (7) days of receipt of the written grievance, the superintendent or his or her designee and the aforementioned employee, the principal or immediate supervisor, and a representative of the Association shall meet to resolve the grievance. The superintendent shall answer in writing within seven (7) days after this meeting. If the aforementioned employee is not satisfied with the resolution of the grievance, he or she may go on to the Step 3 of the grievance procedure.

##### STEP 3 - The School Board

The employee whose grievance has not resolved by Step 2 may, within seven (7) days, submit in writing his or her grievance, individually or through the Association, to the School Board. Within fourteen (14) days of receipt of the written grievance, the School Board, the Superintendent, the aforementioned employee, the Principal or immediate supervisor, and a representative from the Association shall meet to resolve the grievance. The School Board shall answer, in writing, within seven (7) days after this meeting. If the grievance has not been resolved, or the aforementioned employee is not satisfied with the

resolution of the grievance, he or she may go on to Step 4 of the grievance procedure.

#### STEP 4 - Arbitration

The Professional Staff whose grievance has not been resolved by Step 3 may, within seven (7) days, request that the Association call for arbitration pursuant to the rules of the American Arbitration Association. If the Association determines that the matter should be arbitrated, it shall so advise the Board through the Superintendent within ten (10) days of receipt of the professional staff's request. The Association shall request the American Arbitration Association to assist the parties in selecting an arbitrator, pursuant to its voluntary labor arbitration rules. The arbitrator's decision will be binding on all parties concerned, provided that the questions of law, may be submitted to the appropriate court having jurisdiction; providing further that it is not contrary to any provisions of this contract or the laws of the State of New Hampshire. Arbitration costs shall be shared equally by the parties.

#### C. REPRESENTATION

Employees may be represented by themselves, or the Association at Steps 1-4, or by private counsel at Steps 1-3.

#### D. RIGHTS OF ASSOCIATION

The Association may by request, be a party to any proceeding in which any interest of the Association or the Bargaining Unit is involved.

#### E. TIME

The time limits herein may be extended by agreement of the parties.

## ARTICLE XII

### REDUCTION IN FORCE

The Weare School Board, pursuant to its rule making and legislative authority, and in consideration of the possibility of a manifest change in the enrollment of the students of the Weare School District, and in order to promote the best educational and academic environment for the students and the program for the Weare School District, adopts the following in connection with reduction in force.

#### PROCEDURE

As soon as a reduction in force is deemed unavoidable, the Superintendent of Schools shall notify the President of the Weare Education Association and all of the teachers in the specific positions considered for reduction giving the reasons for such action. Such notification will be given at the end of the school day no later than ten (10) business days before the Public Budget Hearing.

After the Annual School District Meeting, notification will be given in writing to the Weare Education Association and the affected employees, including reasons for the selection of the particular position(s). Notification meetings will take place at the end of the school day and be conducted in person.

For the purpose of this Article, positions are defined as follows:

- a. Grades PreK-3
  - b. Grades K-6
  - c. Grades 7-8 by subject (math, science, social studies, language arts)
  - d. Special Education for grades PreK-8
  - e. Library, guidance, and other instructional areas by subject (art, music, physical education, etc) for grades PreK-8
1. The School Board will accept any written presentations regarding the reduction in force from the Weare Education Association, individual professional staff, or the public within fourteen (14) days of the date of notification of the intended reduction in force before taking final action.
  2. The School Board will make every reasonable effort to minimize the effects in reduction in force on the current staff by absorbing as many positions as possible through attrition (retirements, resignations, and refusal to contract), and volunteer termination of employment.
  - 2.5 After attrition and voluntary termination of employment, if layoffs remain necessary within the areas that the Board has identified for reduction, the Superintendent will use the following criteria to determine which professional staff will be laid off from each identified assignment area:
    - a. Certification and (if applicable) Highly Effective Teacher (HET) status
    - b. Probationary teacher or teachers on administrative plan for more than one year

c. Seniority

- Least number of years and experience in district
  - Observations and evaluations under Article X(G)
  - Degree attainment in the field of education
3. Recall rights will be limited to professional staff terminated based solely on a lack of seniority. The Superintendent's Office will send offer of rehire by certified mail to the last known address on record. Professional staff seeking reinstatement shall be required to respond with fifteen (15) calendar days of receipt of notice. The Board will waive application procedures and will rehire.
  4. A previously employed professional staff who returns to a teaching position within a three-year (3) period shall resume employment by the school district at no less than the step occupied when the position previously held was terminated.
  5. A previously employed professional staff who returns to a teaching position within a three-year (3) period shall resume employment by the school district at no less than the step occupied when the position previously held was terminated unless the sick day buy-back or early retirement benefit was exercised.
  6. The decision to implement the reduction in force shall be made in the sole discretion of the School Board.

## ARTICLE XIII

### MANAGEMENT RIGHTS

The Board, notwithstanding any other provision in this Agreement, and subject to the language of this Agreement, reserves itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the school district.

The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, discretions or 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 or authorities.

In the event of substantial change in current practice or conditions of employment, upon request of the bargaining unit, such change shall be negotiated.

ARTICLE XIV

RESERVATION TO VOTERS ON FINANCIAL MATTERS

The Board and Professional Staff agree to support mutually agreed to settlements before the voters of the District. However, any agreement reached herein which requires the expenditures of public funds for its implementation shall not be binding upon the Board, unless, and until, the necessary appropriations have been made by the voters. In the event the voters shall not approve the District Budget as proposed by the Board, the agreements herein shall be void, and the Board and the Association shall resume negotiations.

The parties recognize that the language operates only in the initial voter submission of any multi-year agreement and further recognize that the binding nature of multi-year agreements are controlled by New Hampshire State law.

Dated at Weare, New Hampshire June 21, 2016

Weare School District  
By its Board:

Maryorie A. Burke  
[Signature]  
[Signature]  
[Signature]  
Suzanne

Weare Education Association  
By:

[Signature]  
Michelle King  
[Signature]  
[Signature]  
Ben Rucker

## APPENDICES

APPENDIX A	SALARY SCHEDULE
APPENDIX B	PROFESSIONAL EVALUATION PREFERENCE
APPENDIX C	CLASSROOM OBSERVATION VISITATION REPORT
APPENDIX D	WALK-THROUGH OBSERVATION REPORT
APPENDIX E	PORTFOLIO EVALUATION REPORT
APPENDIX F	ANNUAL SUMMATIVE EVALUATION
APPENDIX G	WEARE SCHOOL DISTRICT STIPENDS COMPENSATION

**APPENDIX A**

**SALARY SCHEDULE**

**2016/2017**

<b>YOE</b>		<b>BA</b>	<b>BA15</b>	<b>BA30</b>	<b>MA</b>	<b>MA15</b>	<b>MA30</b>
0-5	a	35,244	36,481	37,758	39,079	40,447	41,863
6	b	36,125	37,393	38,702	40,056	41,458	42,909
7	c	37,028	38,328	39,670	41,058	42,495	43,982
8	d	37,953	39,286	40,661	42,084	43,557	45,082
9	e	38,903	40,269	41,677	43,137	44,646	46,209
10	f	39,875	41,275	42,720	44,215	45,762	47,364
11	g	40,871	42,307	43,788	45,320	46,907	48,548
12	h	41,893	43,364	44,882	46,453	48,079	49,762
13	i	42,941	44,449	46,004	47,615	49,281	51,006
14	j	44,014	45,559	47,155	48,805	50,513	52,281

**Off schedule at \$1,900**

**2017/2018**

<b>YOE</b>		<b>BA</b>	<b>BA15</b>	<b>BA30</b>	<b>MA</b>	<b>MA15</b>	<b>MA30</b>
0	a	\$35,949	\$37,211	\$38,514	\$39,861	\$41,256	\$42,700
1-6	b	\$36,848	\$38,141	\$39,476	\$40,858	\$42,287	\$43,768
7	c	\$37,769	\$39,094	\$40,463	\$41,879	\$43,345	\$44,862
8	d	\$38,712	\$40,072	\$41,475	\$42,926	\$44,428	\$45,984
9	e	\$39,681	\$41,074	\$42,511	\$44,000	\$45,539	\$47,133
10	f	\$40,672	\$42,101	\$43,574	\$45,099	\$46,678	\$48,311
11	g	\$41,689	\$43,153	\$44,663	\$46,226	\$47,845	\$49,519
12	h	\$42,731	\$44,232	\$45,780	\$47,382	\$49,040	\$50,757
13	i	\$43,800	\$45,338	\$46,924	\$48,567	\$50,267	\$52,026
14	j	\$44,894	\$46,471	\$48,098	\$49,781	\$51,524	\$53,327

**Off schedule at \$2,000**

**APPENDIX B**

**WEARE SCHOOL DISTRICT  
PROFESSIONAL EVALUATION PREFERENCE**

September \_\_\_\_, \_\_\_\_

As we begin the new school year, administrators need to know which professional evaluation process the PSP chooses. Non-probationary PSP and those not on an improvement plan may choose from one of the following three options:

Your name \_\_\_\_\_

Classroom observation

5 Walk-through observations

Portfolio

Please indicate your choice and return to the office by 9/15.

**APPENDIX C**  
**SCHOOL ADMINISTRATIVE UNIT 24**  
**Henniker, New Hampshire 03242**

**CLASSROOM OBSERVATION VISITATION REPORT**

<b>Teacher:</b>	<b>School:</b>	<b>Grade/Subject:</b>
<b>Evaluator's name:</b>	<b>Position:</b>	<b>Class size:</b>
<b>Date of visit:</b>	<b>Time Spent:</b>	<b>Scheduled? __Yes __No</b>
<b>Preconference held? __Yes __No</b>		

**Topic of Lesson/or objective:**

**Unusual conditions:**

---

1: Planning and Preparation:

- 1a. \_\_ Demonstrates knowledge of content and pedagogy
  - 1b. \_\_ Demonstrated knowledge of students
  - 1c. \_\_ Setting instructional outcomes are evident
  - 1d. \_\_ Demonstrates knowledge of resources
  - 1e. \_\_ Evidence of coherent instruction
  - 1f. \_\_ Design of student assessment is evident
- 

2: The Classroom Environment:

- 2a. \_\_ An environment of Respect and Rapport is evident
  - 2b. \_\_ Culture of learning is evident
  - 2c. \_\_ Management of classroom procedures
  - 2d. \_\_ Management of student behaviors
  - 2e. \_\_ Organization of physical space is present
- 

3: Instruction:

- 3a. \_\_ Communicating with students
  - 3b. \_\_ Using questioning and discussion techniques
  - 3c. \_\_ Engaging students in learning
  - 3d. \_\_ Using assessment in instruction
  - 3e. \_\_ Demonstrating flexibility and responsiveness
- 

4: Analysis of a Lesson:

- 4a. \_\_ Professional Responsibilities
  - 4b. \_\_ Reflecting on teaching
  - 4c. \_\_ Maintaining accurate records
  - 4d. \_\_ Communicating with families
  - 4e. \_\_ Participating in Professional Learning Community
  - 4f. \_\_ Growing and developing professionally
  - 4g. \_\_ Showing professionalism
-

5: Commendations:

---

Recommendations/Suggestions:

---

Rating: The rating reflects the observer's assessment of the overall effectiveness of this lesson, and is completed only for those teachers who are on probationary status.

Rating Key:  4. Distinguished  
 3. Proficient  
 2. Basic  
 1. Unsatisfactory

---

Comments:

---

Teacher Comments:

---

Additional comments of evaluator:

---

This signature only indicates the teacher has seen this report and has had the opportunity to respond to conference with the evaluator.

Teacher's signature: \_\_\_\_\_

Evaluator's signature: \_\_\_\_\_

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

Conference held (date): \_\_\_\_\_

Length of conference: \_\_\_\_\_

**APPENDIX D**  
**WEARE SCHOOL DISTRICT**  
**Walk-Through Observation Report**

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

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

Time: \_\_\_\_\_ Observer: \_\_\_\_\_

(Walk-throughs are a minimum of 10 minutes in length, but may be longer.)

---

Domain 1: Planning and Preparation:

- 1a. \_\_ Demonstrates knowledge of content and pedagogy
- 1b. \_\_ Demonstrated knowledge of students
- 1c. \_\_ Setting instructional outcomes are evident
- 1d. \_\_ Demonstrates knowledge of resources
- 1e. \_\_ Evidence of coherent instruction
- 1f. \_\_ Design of student assessment is evidenced

---

Domain 2: The Classroom Environment:

- 2a. \_\_ An environment of Respect and Rapport is evident
- 2b. \_\_ Culture of learning is evident
- 2c. \_\_ Management of classroom procedures
- 2d. \_\_ Management of student behaviors
- 2e. \_\_ Organization of physical space is present

---

Domain 3: Instruction:

- 3a. \_\_ Communicating with students
- 3b. \_\_ Using questioning and discussion techniques
- 3c. \_\_ Engaging students in learning
- 3d. \_\_ Using assessment in instruction
- 3e. \_\_ Demonstrating flexibility and responsiveness

---

Observer comments:

---

Teacher response:

\_\_ No comment \_\_ (please initial)

\_\_ Comments:

---

Teacher's signature: \_\_\_\_\_

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

## APPENDIX E

### WEARE SCHOOL DISTRICT PORTFOLIO EVALUATION REPORT

Portfolios are an option for tenured staff not on administrative plans. This is an opportunity for staff to demonstrate talents through a collection of work, the work of students, and data on students. This may be combined with the certification process and application for hours for re-certification using the portfolio as documentation.

#### TIMELINE

- September 29<sup>th</sup> – Confer with the administrator using the worksheet as a guide for goal approval.
- March 12<sup>th</sup> – Submit portfolios to the administrator.
- April 1<sup>st</sup> – Confer with the administrator. A written evaluation is to be given to the teacher prior to the meeting.

#### COMPONENTS OF A PORTFOLIO

- Statement of goal(s).
- Artifacts pertaining to goal (s).
- Reflection

Develop portfolio goals with the evaluator using the portfolio worksheet. Final approval by the administrator is required prior to beginning the portfolio process and should be included in the final portfolio. Goals must be worded to reflect student growth, not just what the teacher will be doing.

The portfolio is intended to demonstrate personal growth toward meeting the agreed upon goal(s). The submission of every piece of teacher or student work is not required, but rather examples of work. An important part of the portfolio is documentation of self-reflection on the process as well as of the final outcome.

Questions regarding this process should be directed to the evaluator.

## PORTFOLIO WORKSHEET

Goal statement: Goal(s) should be achievable within five months and written in terms of student outcomes.

Expected student outcome(s):

Demonstrate expected student outcome(s):

Reflect on progress toward goal(s) attainment:

# PROFESSIONAL PORTFOLIO RUBRIC

Category	Unsatisfactory	Basic	Proficient	Distinguished
Goal is clearly stated in terms of measurable student outcomes.	The goal lacks measurable student outcomes clarity and/or administrative approval.	The goal was modified from the approved goal.	The goal is clearly stated and includes measurable student outcomes but was not given final approval by administration.	The goal was approved by administration and is clearly stated in terms of measurable student outcomes.
Student evidence	There is little, if any, evidence to support the goals as it pertains to the students.	Some student evidence is present but lacks a clear relationship to the goal.	Student evidence is present and it clearly relates to the goal but lacks connection to measurable student outcomes.	Student evidence is present and it clearly relates to the goal and measurable student outcomes.
Teacher evidence	There is little, if any, evidence to support the goal as it pertains to the work of the teacher.	Some teacher evidence is present but lacks a clear relationship to the goal.	Teacher evidence is present and it clearly relates to the goal but lacks connection to measurable student outcomes.	Teacher evidence is present and it clearly relates to the goal and to measurable student outcomes.
Self-reflection	There is little, if any, self-reflection of work completed by the teacher, the students, or its relationship to measurable student outcomes.	Some reflection is present of the teacher work but little or no reflection of the impact on students and/or measurable student outcomes is present.	The portfolio contains formative reflection (reflection on individual activities along the way) but is not also linked to summative reflection of the end result as it relates to the goal or visa versa.	The self-reflection contains clear and thoughtful reflection, both formative and summative, and clearly links to the measurable student outcomes.

**1: Planning and Preparation:**

- Demonstrates knowledge of content and pedagogy
- Demonstrated knowledge of students
- Setting instructional outcomes are evident
- Demonstrates knowledge of resources
- Evidence of coherent instruction
- Design of student assessment is evidenced

**2: Professional Responsibility:**

- Reflecting on teaching
- Maintaining accurate records
- Communicating with families
- Participating in Professional Learning Community
- Growing and developing professionally
- Showing professionalism

**3: Student Achievement:**

- Data on ESLO and/or Shared Attribute

**4: Recommendations:**

**5: Teacher Comments:**

---

Teacher signature\* \_\_\_\_\_ Administrator Signature \_\_\_\_\_

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

\*Signature indicates that the teacher received the evaluation and attended a conference to discuss the portfolio.

**APPENDIX F**  
**SCHOOL ADMINISTRATIVE UNIT 24**  
**Henniker, New Hampshire 03242**  
**ANNUAL SUMMATIVE EVALUATION**  
**SUPERVISOR'S RECOMMENDATION**

Teacher Name: \_\_\_\_\_ District: Weare Current School Year: \_\_\_\_\_

**DOMAIN I**

**Planning and Preparation**

(Check each area observed, evidenced and documented. Then provide an overall score for the Domain)

- 1a.  Demonstrates knowledge of content and pedagogy
- 1b.  Demonstrated knowledge of students
- 1c.  Setting instructional outcomes are evident
- 1d.  Demonstrates knowledge of resources
- 1e.  Evidence of coherent instruction
- 1f.  Design of student assessment is evidenced

**\_\_\_\_ OVERALL DOMAIN RATING**

DOMAIN	1-Unsatisfactory	2-Basic	3-Proficient	4-Distinguished
I-Planning and Preparation	Teacher's plans reflect little understanding of content, students, and available resources. Instructional outcomes are either lacking or inappropriate; assessment methodologies are inadequate.	Teacher's plans reflect moderate understanding of content, the students and available resources. Some instructional outcomes are suitable to the students as a group, and the approaches to assessment are partially aligned to the goals.	Teacher's plans reflect solid understanding of the content, the students, and available resources. Instructional outcomes represent important learning suitable to most students. Most elements of the instructional design, including the assessments, are aligned to the goals.	Teacher's plans, based on extensive knowledge and understanding of students, are designed to engage students in significant learning. All aspects of the teacher's plans- instructional outcomes, learning activities, materials, resources, and assessments are in complete alignment and are adapted as needed to individual students.

(additional space may be used if needed)

Commendations: \_\_\_\_\_

Recommendations: \_\_\_\_\_

PSP's response (optional): \_\_\_\_\_

## DOMAIN II

### **Classroom Environment**

(Check each area observed, evidenced and documented. Then provide an overall score for the Domain)

2a. \_\_An environment of Respect and Rapport is evident

2b. \_\_Cultue of learning is evident

2c. \_\_Management of classroom procedures

2d. \_\_Management of student behaviors

2e. \_\_Organization of physical space is present

### \_\_ **OVERALL DOMAIN RATING**

DOMAIN	1-Unsatisfactory	2-Basic	3-Proficient	4-Distinguished
II-Classroom Environment	Classroom environment is characterized by chaos and conflict, with low expectations for learning, no clear standards of student conduct, poor use of physical space, and negative interactions between individuals.	Classroom environment functions somewhat effectively with modest expectations for student learning and conduct and classroom routine and use of space partially support student learning. Students and teacher rarely treat one another with disrespect.	Classroom environment functions smoothly, with little or no loss of instructional time. Expectations for student learning are high and interactions among individuals are respectful. Standards for student conduct are clear, and the physical environment supports learning.	Students themselves make a substantive contribution to the smooth functioning of the classroom with highly positive personal interactions, high expectations and student pride in work, seamless routines, clear standards of conduct, and a physical environment conducive to high-level learning.

(additional space may be used if needed)

Commendations: \_\_\_\_\_

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Recommendations: \_\_\_\_\_

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PSP's response (optional): \_\_\_\_\_

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## DOMAIN III

### Instruction

(Check each area observed, evidenced and documented. Then provide an overall score for the Domain)

3a. \_\_ Communicating with students

3b. \_\_ Using questioning and discussion techniques

3c. \_\_ Engaging students in learning

3d. \_\_ Using assessment in instruction

3e. \_\_ Demonstrating flexibility and responsiveness

### OVERALL DOMAIN RATING

DOMAIN	1-Unsatisfactory	2-Basic	3-Proficient	4-Distinguished
III-Instruction	Instruction is characterized by poor communication, low level of questions, little student engagement or participation in discussion, little or no use of assessment in learning, and rigid adherence to an instructional plan despite evidence that it should be revised or modified.	Only some students are engaged in learning because of only partially clear communication, uneven use of discussion strategies, and only some suitable instructional activities and materials. The teacher displays some use of assessment in instruction and is moderately flexible in adjusting the instructional plan and in response to students' interests and their success in learning.	Students are engaged in learning as a result of clear communication and successful use of questioning and discussion techniques. Activities and assignments are of high quality, and teacher and students make productive use of assessments. The teacher demonstrates flexibility in contributing to the success of the lesson and of each student.	Students are highly engaged in learning and make material contributions to the success of the class through their participation in discussion, active involvement in learning activities, and use of assessment information in their learning. The teacher persists in the search for approaches to meet the needs of every student.

(additional space may be used if needed)

Commendations: \_\_\_\_\_

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Recommendations: \_\_\_\_\_

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PSP's response (optional): \_\_\_\_\_

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## DOMAIN IV

### Professional Responsibilities

(Check each area observed, evidenced and documented. Then provide an overall score for the Domain)

- 4a. \_\_ Reflecting on teaching
- 4b. \_\_ Maintaining accurate records
- 4c. \_\_ Communicating with families
- 4d. \_\_ Participating in a Professional Learning Community
- 4e. \_\_ Growing and developing professionally
- 4f. \_\_ Showing professionalism

### \_\_ OVERALL DOMAIN RATING

DOMAIN	1-Unsatisfactory	2-Basic	3-Proficient	4-Distinguished
IV-Professional Responsibilities	The teacher demonstrates low ethical standards and levels of professionalism, with poor record keeping systems and skills in reflection, little or no communication with families or colleagues, and avoidance of school and district responsibilities and participation in activities for professional growth.	The teacher demonstrates moderate ethical standards and levels of professionalism, with rudimentary record keeping systems and skills in reflection, modest communication with families or colleagues, and compliance with expectations regarding participation in school and district projects and activities for professional growth.	The teacher demonstrates high ethical standards and a genuine sense of professionalism by engaging in accurate reflection on instruction, maintaining accurate records, communicating frequently with families, actively participating in school and district events, and engaging in activities for professional development.	The teacher's ethical standards and sense of professionalism are highly developed, showing perceptive use of reflection, effective systems for record keeping and communication with families, leadership roles in both school and district projects, and extensive professional development activities. Where appropriate, students contribute to the systems for record keeping and family communication.

(additional space may be used if needed)

Commendations: \_\_\_\_\_

Recommendations: \_\_\_\_\_

PSP's response (optional): \_\_\_\_\_

## DOMAIN V

### Student Achievement

Each school year the PSP will develop two (2) goals in his/her primary assignment to be approved by the administrator.

Educator Student Learning Objectives (ESLO) or Shared Attribution (SA): Content and grade/course specific learning objectives that can be validly measured to document student learning over a defined and significant period of time developed by an individual educator (ESLO) or by a group of educators (SA) and approved by the supervising administrator.

#### \_\_\_ OVERALL DOMAIN RATING

DOMAIN	1-Unsatisfactory	2-Basic	3-Proficient	4-Distinguished
V- Student Achievement	The individual educator has not effectively measured student growth in order to inform instruction and increase student growth.	The individual educator has chosen and implemented a measure of student growth. The teacher has reflected on teaching practices but has not clearly articulated how he/she will adjust assessment and/or teaching practices in order to increase student growth.	The individual educator has chosen and implemented a valid and effective measure of student growth. The teacher can present and discuss the results with the supervising administrator and reflect on teaching practices in order to maintain expected student growth.	The individual educator has chosen and implemented a valid and effective measure of student growth. The teacher can demonstrate analysis of student results, present and discuss the results with the supervising administrator, and reflect on teaching practices in order to maintain a high level of student growth.

(additional space may be used if needed)

Commendations: \_\_\_\_\_

Recommendations: \_\_\_\_\_

PSP's response (optional): \_\_\_\_\_

# OVERALL SUMMATIVE TEACHER EFFECTIVENESS RATING

Based on the total points of all 5 domains.

Highest possible score is  $5 \times 4 = 20$

Lowest possible score  $5 \times 1 = 5$

Unsatisfactory	Basic	Proficient	Distinguished
5 6 7 8 9	10 11 12 13	14 15 16 17	18 19 20

Commendations: \_\_\_\_\_

\_\_\_\_\_

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Recommendations: \_\_\_\_\_

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PSP's response: (optional) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SCHOOL ADMINISTRATIVE UNIT 24**  
**Henniker, New Hampshire 03242**  
**ANNUAL SUMMATIVE EVALUATION**  
**SUPERVISOR'S RECOMMENDATION**

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

Administrator: \_\_\_\_\_ School Year: \_\_\_\_\_

Based on my knowledge of this teacher's performance, I recommend the following:

Renewal

Renewal with concerns

Non-renewal



Evaluator's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Teacher's signature: \_\_\_\_\_ Date: \_\_\_\_\_

I choose to make a response (please attach response)

**APPENDIX G**

**WEARE SCHOOL DISTRICT STIPENDS COMPENSATION**

	<b>2016-2017</b>	<b>2017-2018</b>
<b>Category I</b>	<b>\$422.93</b>	<b>\$431.39</b>
<b>Category II</b>	<b>\$792.99</b>	<b>\$808.85</b>
<b>Category III</b>	<b>\$1,321.65</b>	<b>\$1,348.09</b>
<b>Category IV</b>	<b>\$1,762.20</b>	<b>\$1,797.45</b>

