

Professional Agreement Between

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

and

**THE MASCOMA VALLEY REGIONAL SCHOOL BOARD**

July 1, 2023 - June 30, 2026

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## **Preamble**

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

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

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

### **Article 2: Recognition**

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

### **Article 3: General Provisions**

- 3.01** This agreement may be altered only through the mutual consent of the parties in a written and signed amendment to this Agreement.
- 3.02** An individual contract between the Board and an individual teacher heretofore or hereafter executed shall be consistent with the terms and conditions of this Agreement. If an individual contract contains language inconsistent with this Agreement, this Agreement shall be controlling.
- This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to, or inconsistent with, its terms.
- 3.03** Copies of this Agreement between the Mascoma Valley Regional School District and the Mascoma Valley Regional Education Association-NEA/NH shall be made available, and the expenses will be shared between the Board and the Association. Within thirty (30) days after the Agreement is signed, electronic copies will be presented to all teachers employed by the Mascoma Valley Regional School District. All incoming teachers shall receive a copy of said Agreement on issuance of their first contract.
- 3.04** The Board and the Association agree that there shall be no illegal discrimination, and that all practices, procedures, and policies of the School District shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees, or in the application or administration of the Agreement on the basis of race, creed, color, disability, religion, national origin, age, sex, domicile, or marital status.
- 3.05** The rights and privileges granted to the Association in Article 6, Association Rights, will not be granted to any other group or organization which purports to represent any employee or group of employees covered by this Agreement.
- 3.06** Whenever any notice is required to be given by either party to this Agreement to the other, pursuant to this Agreement, the party shall do so in writing through the District email system.
- 3.07** If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

### **Article 4: Board Rights**

- 4.01** The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of managerial policy and retains the right, in accordance with applicable laws and regulations, to direct and manage all activities of the

School District.

The parties agree that all the rights and responsibilities of the Board which have not been specifically provided for in this agreement are retained in the sole discretion of the Board or their designee(s), whose right to determine and structure the goals, purposes, functions, and policies of the District without being subject to the grievance and arbitration procedures of this agreement shall include, but not be limited to, the following: a) the right to direct employees, to determine qualifications, promotional criteria, hiring criteria, standards for work and to hire, promote, transfer, assign, retain employees in positions; to suspend, demote, discharge or take other disciplinary actions against an employee, subject to the other provisions of this agreement; b) the right to relieve an employee from duty because of lack of work or other legitimate reasons; c) the right to take such action as is in its judgment it deems necessary to maintain the efficiency of District operations; d) the right to determine the means, methods, budgetary and financial procedures, and personnel by which the operations are to be conducted; e) the right to take such actions as may be necessary to carry out the missions of the District in case of emergencies; and f) the right to make reasonable rules, regulations and policies not inconsistent with the provisions of this agreement and to require compliance therewith.

- 4.02** The parties understand that neither the Board nor the Superintendent may lawfully delegate powers, discretions and authorities which by law are vested in them, and this Agreement shall not be construed so as to limit or impair their respective statutory powers, discretions and authorities.

### **Article 5: Teacher Rights**

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

## **Article 6: Association Rights**

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

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

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

## **Article 8: Negotiations Procedure**

- 8.01** Negotiations procedure will be consistent with NH RSA 273-A.
- 8.02** Prior to the expiration of this Agreement, either party may submit to the other written notice of its intent to negotiate a successor agreement concerning salaries, fringe benefits, and terms and conditions of employment, by the deadline prescribed in RSA 273-A:3.
- 8.03** During such negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. The Board and the Association will make available to one another for inspection all pertinent non- confidential records, data, and information of the Mascoma Valley Regional School District in the public domain. The Board shall make available to the President of the Association or his/her designee all notices, minutes, agendas, schedules, reports, and such other information as to assist the Association in developing constructive proposals and programs on behalf of the teachers and their students. Either party may, if it so desires, utilize the service of outside consultants and may call upon professionals and lay representatives to assist in the negotiations.
- 8.04** Any agreement reached shall be reduced to writing, signed, and dated by the Board and the Association.
- 8.05** The Board and the Association may meet on or before July 1 of the year prior to the expiration of this agreement to discuss items of mutual concern, to establish ground rules, and to establish a calendar for negotiations.
- 8.06** Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board unless and until necessary appropriations have been ratified by the voters of the District.

## **Article 9: Dues Deduction**

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

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

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

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

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

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

**10.04** Curriculum work and professional development training occurring during the summer break period will be compensated at the rate of \$35.00 per hour. However, grant funded rates of pay will be subject to the terms of the grant.

## **Article 11: Teaching Hours**

**11.01** Teachers in the Mascoma Valley Regional High School will on a daily basis work either a seven, eight or four period day, or a different schedule as may be determined by the Board in the best interests of student learning. The Board will provide notice to the Association and an opportunity to negotiate over the impact of any change in schedule upon bargaining unit members prior to implementation of such change.

**11.01.01** Assigned duty to monitor the girls' or boys' locker rooms for a short duration at the beginning or the end of a given class period shall be allowed in the spirit of this contract and shall not be considered a violation of the master agreement.

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

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

High School teachers, including special education teachers, shall have at least one continuous planning time per day, equal to a typical class period, within the students' school day. If the high school runs on an eight (8) period day, teachers, including special education teachers, shall have two (2) continuous planning periods per day, within the students' school day. One of the periods may be utilized for tutoring of students. Teachers who teacher fewer than six (6) classes may be assigned a study hall.



High School teachers shall have no more than three (3) individual course preparations unless on an eight (8) period/modified block day, when teachers shall have no more than four (4) individual course preparations.

Any exceptions made by mutual agreement between continuing contract bargaining unit members and administration, in consultation with union representation, will be reduced to writing and kept on file with the executive board of the MVREA and the Superintendent.

- 11.03** All teachers shall be scheduled for a twenty-five (25) minute duty-free lunch period.
- 11.04** Students shall be dismissed by 1:00 p.m. seven (7) days a year for the purpose of curriculum development, professional workshops or any other agenda determined by the administration in consultation with the professional development committee. One of the seven (7) days will be used for parent conferences in the fall and another will be used for parent conferences in the spring.
- 11.05** Teachers will be available in the school for assigned duties during the teaching day. The teaching day for bargaining unit members shall not exceed seven (7) hours and thirty (30) minutes. The teaching day shall not begin before 7:45AM, and shall not extend beyond 3:15PM, with the exception of the circumstances indicated in 11.05.01, 11.05.02, and 11.05.03. The teaching day for each building shall be set by the Superintendent or his/her designee. Bargaining unit members shall also carry out other professional responsibilities at school including but not limited to parent conferences, department and faculty meetings, which require the presence of the bargaining unit member at times in excess of the regular seven (7) hour and thirty (30) minute work day.
- 11.05.01** Teachers working under a continuing contract (non-probationary) may, by mutual agreement, teach a portion of the normal class load either before or after the regular starting or ending time of the school day. This schedule adjustment would result in said teachers' workday being adjusted to be equal in length to teachers who follow the normal schedule. This mutual agreement will be in the form of a signed document with a copy to the MVREA President, the Principal and the Teacher.
- 11.05.02** Teachers working under a continuing contract (non-probationary) may, by mutual agreement, teach an additional class either before or after the regular starting or ending time of the school day. This additional class load will be paid at an hourly rate equal to the teacher's per diem divided by 7.5. This mutual agreement will be in the form of a signed document with a copy to the MVREA President, the Principal and the Teacher.
- 11.05.03** Teachers working under a continuing contract (non-probationary) may, by mutual agreement, perform duties before or after the regular starting or ending time of the school day. This schedule adjustment would result in said teacher's workday being adjusted to be equal in length to teachers who follow the normal schedule. This mutual agreement will be in the form of a signed document with a copy to the MVREA President, the Principal and the Teacher.
- 11.06** When students are scheduled to be with a specialist for art, music, or physical education, the teacher shall not be required to remain with the students and will use the time for class

preparation, unless the administration is unable to obtain a substitute for the specialist. The Board shall make all reasonable efforts to obtain substitutes. Failure to do so shall not reduce any teacher's entitlement to daily planning time.

- 11.07 A bargaining unit member may not leave the school campus during the school day without e-mail notification to the building administrator, or signing out at the front desk, at the discretion of the building administrator.

## Article 12: Salaries

- 12.01 Salaries shall be paid in accordance with the provisions of the salary schedule contained in Appendix A.

All members of the Bargaining Unit will be advanced to a step on the salary schedule equal to their appropriate experience and educational level.

- 12.02 Credit for teaching experience outside of the Mascoma Valley Regional School District, and provided all other requirements are met, shall be allowed in full or at a lower step on the salary schedule that is mutually agreed upon by the member and the Superintendent of Schools. The Association representative shall be notified within thirty (30) days of the Board's election of the hire when such credit is given.

- 12.03 Credit for salary purposes may be granted for non-educational experience at an amount to be agreed upon by the member and the Superintendent. In general, no more than two (2) years' credit is to be allowed.

- 12.04 No one will be hired by the District and placed on the salary schedule at a step higher than the teachers in the system that have equal experience. **This paragraph takes precedence over all other provisions in this agreement.**

- 12.05 Members of the bargaining unit represented by the Association shall receive their first salary payment under their annual contract during the fourth pay period of each fiscal year, unless the fourth pay period occurs before teachers have returned from summer recess, in which case they shall be paid their first salary payment during the fifth pay period.

- 12.06 Salary Track Changes: To be eligible for track advancement for advanced degree status/credits, the teacher must have provided a written request to the superintendent no later than October 1 preceding the school year in which the degree status/credits will change. Track advancement may only occur as of July 1 or January 1 in any contract year, and the teacher must have completed all necessary graduate credits prior to these dates. The teacher must complete the track change form and the teacher must have transcripts documenting the graduate course work on file in the SAU Office in order for the track change/salary adjustment to occur.

- 12.07 Certification/Recognition Raises

A teacher who earns the following certification or state level recognition shall receive a permanent salary increase at the beginning of the next school year, as follows:

<u>Certification</u>	<u>Salary Increase</u>
National Board Certification	\$5,000

<u>Recognition</u>	
NH Teacher of the Year	\$2,500
Finalist – NH Teacher of the Year	\$1,000

### **Article 13: Reimbursement for Travel**

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

### **Article 14: Extracurricular Salaries**

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

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

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

- 15.03 In the event that a bargaining unit member, absent because of illness or injury, exhausts sick leave benefits, the Board shall continue to pay health insurance, dental insurance, life insurance and long term disability insurance through the balance of the contract year.
- 15.04 The Board will provide a health care subscription to bargaining unit members working thirty (30) or more hours per week as indicated in Appendix A. Members who do not elect health insurance coverage shall receive \$1500 (one thousand five hundred) annually in lieu thereof, which will be paid quarterly.
- 15.05 The Board will provide life insurance, accidental death and dismemberment insurance, and long-term disability insurance to members of the bargaining unit working twenty (20) or more hours per week as indicated in Appendix A.
- 15.06 The Board will provide premium payment for dental insurance equivalent to Northeast Delta Dental Plan (coverage A-100%, coverage B-80% and coverage C-50%) as indicated in Appendix A for bargaining unit members working thirty (30) or more hours/week.
- 15.07 Appropriate coverage for insurance will be provided beginning with the first year of employment with the District.

**Article 16: Service Award**

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

<u>Years of Service</u>	<u>Service Award</u>
15	\$7,500
20	\$9,500
25	\$12,500
30	\$14,500
35	\$16,500
40	\$18,500

- 16.02 Written notification of intent to retire or resign from the District must be received by the SAU office by December 1. The award will be paid within 30 days from the beginning of the next fiscal year. If written notification is received after December 1, the award will be paid within 30 days after the end of the next fiscal year. This notice of intent is for budgetary reasons only and may be withdrawn by the bargaining unit member any time prior to February 1<sup>st</sup>. Thereafter, in the event of unforeseen and/or emergency circumstances, a notice of intent to retire or resign under this section may not be withdrawn at the sole discretion of the Board, who shall not be arbitrary or capricious in their decision.
- 16.03 If while under contract a bargaining unit member dies, the service award shall be paid to: (a) a beneficiary whose name has been filed with the Superintendent's office by the bargaining unit member; or (b) if no beneficiary has been designated or if the beneficiary

does not survive the bargaining unit member, the award will be paid to the estate of the deceased.

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

- 17.01** The Mascoma Valley Regional School District Professional Development Master Plan will be in accordance with regulations established by the NH Department of Education.
- 17.02** The Mascoma Valley Regional School Board will reimburse individual members of the bargaining unit for expenses incurred for professional development activities for which prior approval has been received, subject to the stipulations as outlined in 17.02.01 and 17.02.02.
- 17.02.01** Reimbursement will be limited to actual cost of conference and workshop fees, tuition for college or university courses not to exceed the prevailing UNH graduate credit rate, and lodging, meals, and travel at rates prescribed by the Professional Development Committee and approved by the Superintendent.
- 17.02.02** Reimbursement for conferences and workshop fees, tuition for college or university courses and expenses will be no less than \$300 per employee in 2023-2024, \$350 in 2024-2025, and \$375 in 2025-2026, within guidelines established by the Professional Development Committee and approved by the Superintendent and within the limitations of funds budgeted for this purpose, specifically \$35,000 in 2023-2024, \$40,000 in 2024-2025, and \$45,000 in 2025-2026. The Board in its capacity agrees not to reduce the level of funding that is budgeted for this article.
- 17.03** As a condition of tuition reimbursement, a bargaining unit member in an Alt-4 plan must agree in writing that if she/he voluntarily leaves employment with the School District, she/he will repay to the School District the full amount of any tuition reimbursements that occurred within three (3) years of the separation date.

As a condition of tuition reimbursement for all other bargaining unit members, they shall agree in writing to the following percentage repayment schedule in the event of separation of employment with the School District:

Separation within one (1) year of reimbursement	75% repayment
Separation within (2) years of reimbursement	50% repayment
Separation within (3) years of reimbursement	25% repayment

A waiver of repayment under this provision shall be at the sole discretion of the School Board.

## Article 18: Evaluation

- 18.01** Evaluation will be conducted in accordance with the provisions in Appendix E: Supervision and Evaluation Plan for Educators adopted in March of 2017. This plan includes a process for annual review and amendment by mutual agreement.
- 18.02** The bargaining unit member will have access to his/her evaluation file, and may add peer or other personally acquired evaluative information to the file when desired.

## Article 19: Leaves of Absence

### 19.01 General Provisions

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

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

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

- 19.02 Sick Leave:** Professional staff members are entitled to fifteen (15) days annual sick leave at full pay for personal illness, illnesses in the immediate family, or medical related appointments. Immediate family shall be defined as spouse, partner, children, parents or someone else residing in the same household. All of the unused days actually earned shall be added at the end of each fiscal year to the employee's sick leave reserve, provided that such sick leave reserve shall not exceed a total of one-hundred fifteen (115) days. The total number of accumulated days shall be available to the bargaining unit members up to the point where the bargaining unit member becomes eligible under the long-term disability program provided under this agreement. At that time, the bargaining unit member must use the benefits provided by the disability insurance program even if there are remaining accumulated sick days. Accumulated sick days may be left with the District to be available to the Bargaining Unit Member should the member return to employment in the District.
- 19.02.01 Physician's Statement:** Members of the bargaining unit may, at the Principal's discretion and at District cost, be required to present a certificate from a physician to verify illness/injury related absences if the member has been previously warned that the administration considers such absences to be questionable.
- 19.02.02 Extended Illness:** In the event that illness extends beyond accumulated sick leave, a member will receive any fringe benefits consistent with the income Disability Plan mentioned in Appendix A.
- 19.02.03 Unpaid Leave for Health:** In those instances where a teacher's health warrants it, a health

leave certified as necessary by a medical doctor, may, upon request, after three (3) continuous years of service, be granted up to one (1) year plus the unfinished year. A leave of absence of up to one (1) year may be granted after three (3) years of service for the purpose of caring for a sick member of the member's immediate family (as defined in Article 19) upon recommendation of the Superintendent and approval of the Board.

**19.02.04 Parental Leave**

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

**19.02.05 Child Bonding and Child Rearing**

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

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

Upon recommendation of the Superintendent an unpaid leave of absence of up to one (1) year may be granted to any member of the bargaining unit for the purpose of raising a pre-school child. All benefits prior to this unpaid leave will be retained by the individual upon return to employment. **The terms of Article 19.09 apply, regarding unpaid leave.**

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

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

FMLA leave provides employees with 26 weeks of unpaid, job protected leave in a 12 month period to care for a covered service member who has been injured during active duty. Days taken for Family Medical Leave shall be subtracted from sick pay until the sick leave reserve is used up. Additional days of leave to attain the twelve (12) work weeks of Family Medical Leave may be taken without compensation.

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

bargaining unit member.

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

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

**19.04 Bereavement Leave:** Bereavement leave shall be three (3) days per occurrence, non-accumulative, and shall not be applied against sick leave. It will be granted for the following reasons: death of a loved one, death of a member of the immediate family. (Immediate family, for the purpose of this paragraph, shall be interpreted as including parents, spouse, partner, children, siblings, grandparents, grandchildren, aunts, uncles, nieces, nephews, and any other member of the family unit living in the same household, no matter what degree of relationship. Also included are all "in-laws" and any children of a spouse). Five (5) additional days will be granted per occurrence during the school year for the death of a spouse, partner, parent or a child. Bereavement leave is also granted for pregnancies not carried to term. The Superintendent may extend "Bereavement beyond the five (5) days stipulation. In that case, "Bereavement becomes "extended leave".

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

**19.06 Personal/Emergency Leave:** Three (3) days leave for personal, legal, business, household, or family matters which require absence during school hours and cannot be accomplished before or after the school day as defined in Article 11.05. Notification to the member's principal or other immediate supervisor for such leave shall be made at least two (2) days before taking such leave (except in the case of emergencies) and the member shall not be required to state the reason for taking such leave except that he/she is taking it under this section. Said leave may not be taken to extend vacation and holiday periods except in extenuating circumstances not controlled by the individual or in accordance with the procedure outlined in 19.06.01. Bargaining Unit members will be reimbursed annually for unused personal days at the prevailing substitute per day pay.

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

- A. Three (3) bargaining unit members each year shall be approved to take one (1) personal day before or after a holiday or school vacation.
- B. Any bargaining unit member may apply between August 1<sup>st</sup> and September 25<sup>th</sup>. The application shall be sent simultaneously to the Superintendent and the Liaison President of the Association.



- C. If more than three (3) bargaining unit members apply for this leave, selection shall be by seniority, most senior members first.
- D. If more than three (3) bargaining unit members apply for this leave, unit members who have been granted this leave most recently in the past five (5) years will be excluded from consideration.
- E. In order to use this benefit, members accepted for leave under this provision must have a sufficient personal leave balance at the date requested.
- F. The SAU shall maintain the records of leave usage under this provision.
- G. Applications received after September 25<sup>th</sup> may be approved at the sole discretion of the Superintendent or his/her designee, and any denial shall not be subject to the grievance procedure.

**19.07**

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

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

**19.08**

**Sabbatical Leave:**

- A. Any member of the bargaining unit may apply for a leave of absence for the purpose of educational improvement, providing such person has been under contract in the Mascoma Valley Regional School District for a period of not less than six (6) years and such application is filed with the Superintendent no later than December 1 of the year preceding the start of the leave.
- B. Such leave may be granted to not more than two (2) persons in the bargaining unit in any one (1) year providing their proposals are educationally sound. Selection shall be made by the Board upon recommendation of the Superintendent. The person or persons selected will receive benefits up to sixty percent (60%) and remuneration of up to sixty percent (60%) of his/her annual salary as provided under the salary schedule. One (1) alternate will be selected for a sabbatical leave when either of the recipients cancels by May 1.

- C. As a condition of final approval for sabbatical leave, a bargaining unit member must file with the Superintendent of Schools a contract agreement which stipulates that the staff member will return to the Mascoma Valley Regional School District for a period of two (2) full years immediately following the school year in which the sabbatical was taken. The bargaining unit member on sabbatical shall also be required to give either a written or oral review of his/her sabbatical to the Board during the year following the sabbatical.
- D. If the bargaining unit member terminates employment prior to completion of this required two (2) year period, he/she must repay the District the full amount of salary and expenses granted by the District for the sabbatical. The staff member shall sign a statement in the form of a promissory note indicating the amounts, methods, and schedule of repayments required. Repayment is not required if the member dies or is permanently disabled during the sabbatical or the subsequent two (2) year employment period.
- E. A teacher returning from sabbatical leave shall be given credit for seniority and salary purposes for all time while on leave of absence on sabbatical leave.

**19.09 Extended Unpaid Leave**

**19.09.01** The Superintendent may, at his/her discretion, extend any unpaid leave that has been granted to a member.

**19.09.02** Return from leave shall coincide with the beginning of the school year.

**19.09.03** Return during the school year shall be at the discretion of the Superintendent. A member returning shall be assigned to the same position or equivalent position, if available. If a member has had an extracurricular assignment prior to the leave of absence, the same assignment or a similar one, if available, shall be made upon the member's return.

**19.09.04** A member on unpaid leave shall not be denied the opportunity to substitute in the School District by reason of the fact that he/she is on a leave of absence.

**19.09.05** Members on unpaid leave of absence shall continue to be considered members of the bargaining unit and shall be eligible for negotiated insurance benefits by paying the full cost of such benefits.

**19.10 Academic Study, Foreign Exchange Program, or Vocational Programs:** A leave of absence of one (1) year may be granted by the Mascoma Valley Regional School Board to any teacher upon the recommendation of the Superintendent for the purpose of academic study at an accredited college or university, participating in a foreign exchange program, or a work/training program related to a vocational teaching area. Upon return from such leave for academic study or vocational training, the teacher shall be placed onto the salary schedule at the step which he/she was entitled before leave was granted. Upon return from leave for teaching in a foreign exchange program, the teacher will be placed on the salary schedule at the step which he/she would be on if he/she had taught that year in the District. In both cases, earned benefits shall be retained.

- 19.11 Public Service:** Leaves may be granted to serve in public office or required military service. Such leaves may be granted annually and renewed annually for the length of the term of office or service. In addition, a reasonable period of time may be granted to a member for the purpose of campaigning for public office.
- 19.12** Any member on an approved leave of absence must notify the Superintendent in writing of his/her intent to return to his/her position by March 1 preceding the beginning of the school year in which he/she intends to return to work. Failure to do so shall constitute a resignation from his/her position.

## **Article 20: Grievance Procedure**

### **Definitions:**

- 20.01** A grievance means an alleged violation, misinterpretation or misapplication with respect to one or more employees, of any provisions of this agreement. A teacher is any person in the bargaining unit covered by this Agreement.
- 20.02** An "aggrieved party" is the person or persons making the complaint. The Board, a teacher, or a group of teachers may file a grievance, or the Association may file a grievance on behalf of the teacher. "Days" in this Article refers to school days, except during the summer recess, when it shall include the first 15 business days after the last student day, not to exceed June 30<sup>th</sup>. The timeline shall resume on the first day of school for staff.
- 20.03** Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal to the next level within the time limits prescribed shall be deemed acceptance of the last decision made by appropriate authority. The time limits specified herein may only be extended by prior written agreement between the parties.

### **Submission of Grievances:**

- 20.04** In order to be submitted under this procedure, a grievance must concern an alleged violation, misinterpretation or misapplication of a provision contained in this agreement.
- 20.05** Before submission of a written grievance, the aggrieved party must attempt to resolve it informally with the grievant's principal. The grievant shall inform the principal that the informal stage of the grievance procedure is being pursued.
- 20.06** The Association shall not submit a grievance without the written consent of the bargaining unit member. The Association, upon request, will provide the Board with a copy of the written consent of the bargaining unit member, submitted on a form approved by the Board and the Association.
- 20.07** A grievance shall be deemed waived unless it is submitted within fifteen (15) days after either the aggrieved party or the Association knew, or should have known, the events or conditions on which it is based.

## **Processing a Grievance:**

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

**20.08** If as a result of discussions with the grievant's Principal, the conflict is not resolved to the satisfaction of the grievant within ten (10) days, he/she shall submit the grievance in writing to the Principal. (Unless the grievant or the aggrieved party elects to follow the oral procedures outlined in RSA 273-A, II), each grievance must identify:

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

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

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

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

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

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

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

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

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

### **Level Four-Arbitration**

**20.13** In the event the Association or the Board is not satisfied with the decision of the other with

respect to a grievance, it may, within fifteen (15) days after receiving the decision, initiate a request for arbitration.

**20.14** The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within five (5) calendar days, the American Arbitration Association will be notified and an arbitrator shall be appointed in accordance with the AAA's Labor Arbitration Rules.

**20.15** The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she shall be bound by, and must comply with, all of the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in any way, any provisions of this Agreement. The arbitrator may award a "make whole recommendation" but may apply no penalty payments. The arbitrator shall have no power to make any award involving "cost items" beyond those appropriated by the School District.

**20.16** The Board, the aggrieved, and the Association shall receive copies of the arbitrator's report. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing. The decision of the arbitrator shall be final and binding, subject to the provisions of RSA 542.

**20.17** The costs of services of an arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expense shall be paid by the party incurring same.

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

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

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

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

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

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

## **Records**

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

## **Article 21: Reduction in Personnel**

- 21.01** The Mascoma Valley Regional School District has the right to decrease the number of members of the bargaining unit because of a decrease in enrollment within a grade level or program or discontinuance or reduction of a program. Whenever this shall occur, the Superintendent shall, prior to March 31, notify members of the bargaining unit within equal certification of the intent to fail to re-nominate. Within each grade span PK-4, 5-8, and 9-12 for classroom teachers and district wide for specialists, bargaining unit members who are not highly qualified or certified shall be laid off first. After that bargaining unit members with the fewest years of service in the district shall be laid off. In the event that there are equal years of service between members, the date that the individual contract is signed will be used to determine seniority.
- 21.02** During the two (2) years after failure to be re-nominated because of reduction in force, such members of the bargaining unit shall be re-nominated and re-elected, according to seniority, to fill vacancies for which they are qualified and currently certified. Such re-nomination shall not result in loss of credit for prior years of service.
- 21.03** There shall be notification by January 1 of the current year by the teacher as to his/her availability and current address. A teacher's failure to notify the District under this provision shall constitute waiver of recall.
- 21.04** Bargaining unit members who are unemployed as a result of reduction in force under this article shall be eligible to substitute in the District.

## **Article 22: Duration**

- 22.01** The provisions of this agreement shall remain in full force and effect from July 1, 2023 through June 30, 2026 and thereafter non-cost items renew automatically for successive terms of one (1) year or until a successor agreement has been ratified. Salary and benefit provisions will commence and remain in full force and effect from July 1, 2023 to June 30, 2026.
- 22.02** However, should parties agree to negotiate (an) item(s), said item(s) may be discussed without affecting the application of the other provisions of this agreement.

## **Article 23: Sick Bank**

**23.01** A sick leave bank will be established to be used for absences for medical reasons after the bargaining unit member has exhausted sick leave benefits. Each bargaining unit member electing to participate in the bank shall contribute one (1) of his/her sick days to the bank. The days in the bank shall accumulate from year to year, to a maximum of two hundred (200) days. It shall be agreed that on July 1, 1994 the sick bank is fully vested with two hundred (200) days. If the maximum of two hundred (200) days is obtained, then new bargaining unit members may join the sick bank without contributing to the sick bank. If the level of days in the sick bank falls below one hundred seventy-five (175), then bargaining unit members may be asked to contribute up to two (2) days until the maximum of two hundred (200) is once again reached. A six (6) member committee with three (3) members from the Association appointed by MVREA President and three (3) members from administration appointed by Superintendent shall receive applications and determine eligibility for request of days from the sick bank. Decisions to award days shall be by majority vote of the committee, are final, and not subject to the grievance procedure. Any teacher who has received disability payments from the disability insurance policy may not receive sick bank benefits for personal illness for which disability payments were received.

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

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

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

## **Article 24: Just Cause**

**24.01** The Superintendent or his/her designee shall notify a teacher in writing as soon as there is evidence of any alleged delinquencies, indicate expected correction, and indicate a reasonable period of correction.

**24.02** Alleged breaches of discipline shall be reported to the offending teacher.

**24.03** The teacher shall at all times be entitled to have present counsel (legal, Association, and/or lay) when he/she is being formally reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance.

- 24.04** No teacher shall be discharged, suspended, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the teacher and his/her designee.
- 24.05** This article will not apply to the non-renewal of a probationary teacher as provided for in RSA 189:14a: Failure to be Re-nominated or Re-elected.

### **Article 25: Early Retirement**

- 25.01** The District will offer an Early Retirement Option to the Bargaining Unit Members. Any member that has had at least fifteen (15) years of service in the District, and is on at least step fifteen (15) will qualify for the Early Retirement Option; however, any member that retired prior to July 1, 2001 and who was eligible for retiree health insurance under the provisions of this agreement that were in effect on his/her retirement date shall continue to be eligible for retiree health insurance. The District will maintain the retired members on the District's health insurance at the same level (single, two person, family) that the member is on at the time of early retirement. There shall be a cap on the District's cost of \$6,000 per retiree per year. The "Retired" teacher will continue to pay for the portion of insurance paid by the District at the same rate as the active Bargaining Unit Members. Notwithstanding any other provision in this Agreement, in no event shall the District expend more than \$85,000 *per year* for the duration of this contract for all retirees. The amounts payable for eligible retirees shall be divided equally between all eligible retirees. The amount in the early retirement pool will be divided by the number of eligible members as of July 1 of each fiscal year. That will total the benefit for each employee that year.

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

### **Article 26: Work-Related Injuries**

- 26.01** Bargaining unit members who suffer a work-related injury and, as a result, receive indemnity benefits under the New Hampshire workers compensation statute (RSA 281-A:1 et seq) shall retain said payments and not sign them over to the District.

In the event an injured bargaining unit employee has accumulated sick leave in accordance with the provisions of Section 19.02 of this agreement, the employee may utilize such paid leave on a pro-rated basis to cover the difference between the amount paid as workers compensation and regular salary as a "supplemental benefit," from which all legally required and/or authorized deductions shall be made, including the employee's share of any health insurance premium and retirement contributions. By way of example, if an employee receives payment for 60% of her regular salary as workers compensation, she may supplement her workers compensation payment with 40% of accrued sick leave for the



same period.

At no time will any bargaining unit member be entitled to receive more than 100% of his/her regular salary.

- 26.04** Bargaining unit members are prohibited from using paid leave under Article 24: Sick Bank to supplement workers compensation payments.

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

### **Article 27: Teacher Resignations**

- 27.01** Resignations will be considered at the next School Board meeting after the resignation is submitted provided that the notice was given to the Superintendent at least 72 hours prior to the school board meeting. Should the teacher resign their employment with the school district during the term of their contract, thereby failing to work for the school district for the full school year as required by this contract without the written permission of the school district and thereby willfully violating the terms of this contract, the teacher agrees to pay the school district the sum of \$1,500, with a pro-rated percentage for part-time employees, as reasonable liquidated damages to compensate the school for expenses incurred by reason of the teacher's resignation, unless the school district is notified in writing of the resignation by the June 30<sup>th</sup> prior to the contract start date of employment for that school year. For purposes of this provision, a resignation shall not be considered a "willful violation" where the teacher resigns because of family or personal issues or circumstances such as illness, a spouses' transfer to another area, or family issues making it impossible for the teacher to continue employment outside the home. This provision shall be included in each employee's individual employment contract.

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

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

**Mascoma Valley Regional Education Association**

BY: 

Witness: Mattie Meljord

Date: 6/6/23

**Mascoma Valley Regional School Board**

BY: 

Witness: Amanda Zamm

Date: 6/4/23

## Appendix A: Economic Benefits

### Salary Schedule:

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

[2023-2024, Step + 5.0%, 2024-2025, Step + 2.5%; 2025-2026, Step + 2.0%]

[Add "PhD" to MA+45 track]

[Combine Bachelors +45 and Masters Tracks]

Each year everyone qualifying for a step will receive one.

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

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

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

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

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

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

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

**Benefits:**

The Board will provide health care subscription to New Hampshire School Health Care Coalition: School Care, or its equivalent as determined by the process below to those bargaining unit members working thirty (30) or more hours per week as indicated in Appendix A. Bargaining unit members may enroll in single, two person or family coverage in the Cigna SchoolCare Yellow Open Access Plan with Choice Fund. The District will pay 92% of the premium and the employee will pay 8% of the premium in the 2023-2024 contract year. The District will pay 91.5% of the premium and the employee will pay 8.5% of the premium in the 2024-2025 contract year. The District will pay 91% of the premium and the employee will pay 9% of the premium in the 2025-2026 contract year. The Board will provide access to a Flexible Spending Account with a debit card and a \$500 roll over provision.

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

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

Members who do not elect health insurance coverage and can provide proof that they have other insurance coverage, and, as a result, decreases the District health insurance program cost to a lower level for the entire school year (e.g. family to two-person; two- person to single; single to no insurance) shall receive \$1500 (one thousand five hundred dollars) cash in lieu thereof. It is understood that this incentive is to be received only when an employee voluntarily lowers their insurance coverage and not when a qualifying event causes the coverage to be lowered automatically. The intent of this incentive is that the \$1500 (one thousand five hundred dollar) payment would continue for each year that the employee would continue to be eligible (based on employment, family members, and proof of other health insurance coverage) for this incentive.

The Mascoma Valley Regional School District will provide premium payment for dental insurance equivalent to Northeast Delta Dental Association (coverage A-100%; coverage B-80%; coverage C-50%). The School Board will pay the full cost of this benefit for

bargaining unit members working thirty (30) or more hours per week. For those bargaining unit members working fifty percent (50%) and until they reach thirty (30) hours of employment, a pro rata share of the dental cost will be paid by the Mascoma Valley Regional School District.

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

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

**Appendix A**

Teacher Salary Schedule 2023-2024

				2023 - 2024			
				5.00% increase			
Step	Bach	Bach +15	Bach +30	BA+45/MA	Masters +15	Masters +30	Masters +45
1	42,474	43,680	44,911	46,199	47,512	48,863	50,250
2	44,686	45,068	46,348	47,665	49,020	50,413	51,846
3	45,211	46,497	47,819	49,178	50,576	52,013	53,490
4	46,648	47,974	49,336	50,738	52,181	53,664	55,189
5	48,129	49,496	50,903	52,349	53,837	55,368	56,940
6	49,656	51,067	52,519	54,011	55,546	57,124	58,748
7	51,231	52,688	54,185	55,726	57,309	58,938	60,612
8	52,858	54,360	55,905	57,494	59,128	60,808	62,537
9	54,536	56,086	57,679	59,318	61,005	62,739	64,521
10	56,267	57,866	59,510	61,201	62,942	64,730	66,570
11	58,052	59,703	61,398	63,143	64,938	66,784	68,682
12	59,895	61,598	63,347	65,148	67,000	68,903	70,862
13	61,796	63,552	65,359	67,216	69,126	71,090	73,110
14	63,758	65,570	67,433	69,350	71,320	73,347	75,432
15	65,781	67,651	69,574	71,551	73,584	75,676	77,826
16	67,869	69,798	71,781	73,821	75,920	78,077	80,296

**Appendix A**

Teacher Salary Schedule 2024-2025

2024 - 2025							
2.50% increase							
Step	Bach	Bach +15	Bach +30	BA+45/MA	Masters +15	Masters +30	Masters +45
1	43,536	44,772	46,033	47,354	48,700	50,084	51,506
2	45,803	46,194	47,507	48,857	50,246	51,673	53,142
3	46,342	47,660	49,014	50,408	51,840	53,313	54,828
4	47,814	49,173	50,570	52,007	53,486	55,006	56,568
5	49,332	50,733	52,176	53,658	55,183	56,752	58,364
6	50,898	52,344	53,832	55,361	56,935	58,552	60,216
7	52,511	54,005	55,539	57,119	58,742	60,412	62,127
8	54,179	55,719	57,303	58,931	60,606	62,328	64,101
9	55,899	57,488	59,121	60,801	62,530	64,307	66,134
10	57,674	59,313	60,997	62,731	64,515	66,348	68,234
11	59,504	61,195	62,933	64,722	66,562	68,453	70,399
12	61,393	63,138	64,931	66,777	68,675	70,626	72,633
13	63,341	65,141	66,992	68,896	70,854	72,868	74,938
14	65,352	67,209	69,119	71,084	73,103	75,180	77,317
15	67,425	69,342	71,313	73,339	75,424	77,567	79,772
16	69,566	71,543	73,576	75,667	77,818	80,029	82,304

**Appendix A**

Teacher Salary Schedule 2025-2026

2025 - 2026							
2.00%							
Step	Bach	Bach +15	Bach +30	BA+45/MA	Masters +15	Masters +30	Masters +45
1	44,406	45,668	46,954	48,301	49,674	51,086	52,537
2	46,719	47,118	48,457	49,834	51,250	52,707	54,205
3	47,269	48,613	49,995	51,416	52,877	54,380	55,924
4	48,770	50,157	51,581	53,047	54,555	56,106	57,700
5	50,318	51,748	53,219	54,731	56,287	57,887	59,531
6	51,916	53,390	54,908	56,468	58,074	59,723	61,421
7	53,562	55,085	56,650	58,261	59,917	61,620	63,370
8	55,263	56,833	58,449	60,110	61,818	63,575	65,383
9	57,017	58,637	60,303	62,017	63,781	65,594	67,456
10	58,827	60,499	62,217	63,986	65,806	67,675	69,599
11	60,694	62,419	64,192	66,016	67,893	69,822	71,807
12	62,621	64,401	66,230	68,112	70,048	72,038	74,086
13	64,608	66,444	68,332	70,274	72,271	74,325	76,437
14	66,659	68,554	70,502	72,505	74,565	76,684	78,864
15	68,774	70,729	72,739	74,806	76,932	79,119	81,367
16	70,957	72,974	75,047	77,180	79,374	81,629	83,950



## **Appendix B: Extracurricular & Academic Duty Activities**

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

Each year everyone qualifying for a step will receive one.

### **Schedule "B"**

Varsity Basketball (boys & girls)

Varsity Head Football Coach

### **Schedule "C"**

Junior Varsity Basketball (boys & girls)

Assistant Varsity Football Coach (2)

### **Schedule "D"**

Varsity Baseball

Varsity Soccer

Varsity Field Hockey

Varsity Softball

Varsity Cross-Country

Varsity Volleyball

Varsity Wrestling

Varsity Track & Field

### **Schedule "E"**

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

Middle School Head Football Coach

### **Schedule "F"**

High School Competitive Academic Team Advisor

Elementary Competitive Academic Team Advisor

Middle School Competitive Academic Team Advisor

Junior Varsity Baseball

Junior Varsity Softball

Junior Varsity Soccer

Junior Varsity Field Hockey

Junior Varsity Volleyball

Junior Varsity Wrestling

**Schedule “G”**

- Middle School Assistant Football Coach (2)
- Middle School Cross Country
- Middle School Track
- Middle School History Club Advisor
- Middle School Baseball-Grades 7 & 8
- Middle School Softball-Grades 7 & 8
- Middle School Soccer-Grades 7 & 8
- Middle School Field Hockey- Grades 7 & 8
- Yearbook
- Technology Club
- Middle School Jazz Band Director
- Middle School Select Chorus Director
- Drama – (1) stipend per production; limit to two (2) productions per year

**Schedule “H”**

- High School Class Advisor
- High School Music Director
- Elementary Intramural: Canaan & Enfield
- Senior Math Team
- Intermediate Math Team
- Junior Math Team
- Future Business Leaders of America
- Honor Society
- Student Council Advisor
- Middle School Intramural
- Student Government
- Experiencing the Arts
- Biology Club

**Schedule “I”**

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

In the event that a new extracurricular position is created, adjusted or eliminated during the life of this agreement, the Superintendent and the President of the MVREA shall jointly recommend the schedule in which that position should properly be placed. This will be subject to Board approval. Upon approval by the Board, new, adjusted, or eliminated positions shall be memorialized through a memorandum of understanding and shall be subject to review during the next regular round of negotiations between the Association and the Board.

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

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

## Extracurricular Activities

### ***MASTER EXTRACURRICULAR ACTIVITIES SALARY SCHEDULES***

July 1, 2022 – June 30, 2023

Increase to Each Cell 2.5%

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

**Extra-curricular and Co-curricular Stipends:** The parties shall create and maintain an annual Stipend Committee comprised of: the Superintendent, Athletic Director, three members appointed by the Association and three members appointed by the Superintendent.

1. The Stipend Committee will examine the current structure for all stipend positions and adopt such rules as may be necessary to ensure equity and accuracy between and among the payment categories and stipend amounts. Minutes shall be maintained for these meetings.
2. The Committee shall be responsible for examining any requests, including but not limited to, adding new and/or re-activating extra-curricular or co-curricular positions.
3. The District will communicate to the Association president any changes or additions to stipends within 10 business days of the change taking effect.
4. The Stipend Committee will provide recommendations for stipend job descriptions under this section when new stipends are identified. The Superintendent will present the committee's final recommendation for the new stipend positions to the School Board for approval.
5. A minimum of \$214,000 will be allocated annually. Any additional stipends for further expenditures above \$214,000 will require authorization of the School Board and a vote of the legislative body for approval.

## **Appendix C**

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

### **Appendix C**

#### Academic Duty Schedule

##### Schedule "H"

Curriculum Coordinator

##### Schedule "I"

Professional Development Coordinator

Teacher Mentor

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

**Appendix D: Grievance Forms**

***Grievance Adjustment Form A***

**Complaint By The Aggrieved Person**

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

**Please Type or Print:**

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

a. Principal

c. Grievance Representative

b. Superintendent

d. Grievance Committee Chairman

*Appendix D (cont.)*

*Grievance Adjustment Form B*

**Decision of the Principal**

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

**Please Type or Print:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Appendix D (cont.)*

*Grievance Adjustment Form C*

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

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

**Please Type or Print:**

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

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

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

Principal \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

*Appendix D (cont.)*

***Grievance Adjustment Form D***

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

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

**Please Type or Print:**

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

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

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

Principal \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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



*Appendix D (cont.)*

*Grievance Adjustment Form E*

**Grievance Committee Review**

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

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

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

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

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

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

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

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

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

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

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

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

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

Copies to:

- |                                       |                       |
|---------------------------------------|-----------------------|
| 1. NEA-Region 5 Office                | 3. Aggrieved Person   |
| 2. Superintendent of Schools-SAU # 62 | 4. Building Principal |

## **Appendix E**

### **Supervision and Evaluation Plan for Educators**

#### **History and Work of the Supervision and Evaluation Committee**

The most recent update of Appendix E was completed on April 8, 2021. It was ratified by the MVREA on May 19, 2021 and the MVRSD School Board on May 25, 2021. Additional updates of Appendix E were completed in February of 2023 by a committee comprised of four (4) teachers: Megan Prince, Lauren Simpson, Allyson Tessier, and Scott MacPhee; as well as four (4) administrators: Angel Burke, Kevin Towle, Leah Wheelan, and Jamie Winny. These updates were ratified on May 17, 2023 by the MVREA and MVRSD School Board.

#### **Goals**

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


#### **Provisions for Revision of the Supervision and Evaluation Plan in the Future**

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


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

## Evaluation/Recertification Timelines

### Continuing Contract, Experienced Mascoma Educators

	<b>Year 1</b>	<ul style="list-style-type: none"><li>• Before end of quarter 1, meet with admin, IPDP in Frontline</li><li>• Self designed activities linked to P. D. plan (see page 42 of Appendix E)</li></ul>
	<b>Year 2</b>	<ul style="list-style-type: none"><li>• Mini-observations (via google form, see notes below)</li><li>• Year 2 work on P.D. plan</li></ul>
	<b>Year 3</b>	<ul style="list-style-type: none"><li>• Self designed activities linked to P. D. plan (see page 42 of Appendix E)</li><li>• Summative Evaluation/ Recertification (By April 1st)</li></ul>

### Non-Continuing Contract, Beginning Mascoma Educators

	<b>Years 1 &amp; 2</b> <ul style="list-style-type: none"><li>• Before end of quarter 1, meet with Admin, IPDP in Frontline</li><li>• At least 5 mini-observations, with comments &amp; follow up</li><li>• Year 1 &amp; 2 work on PD plan</li><li>• Summative eval. and meeting with Admin by April 1</li></ul>
	<b>Year 3</b> <ul style="list-style-type: none"><li>• Before end of quarter 1, meet with Admin, IPDP in Frontline</li><li>• At least 5 mini-observations, with comments &amp; follow up</li><li>• Year 3 work on PD plan/recertification</li><li>• Summative eval. and meeting with Admin by April 1</li></ul>
	<b>Years 4 &amp; 5</b> <ul style="list-style-type: none"><li>• Before end of quarter 1, meet with Admin, IPDP in Frontline</li><li>• At least 5 mini-observations, with comments &amp; follow up</li><li>• Year 1 &amp; 2 work on PD plan</li><li>• Summative eval. and meeting with Admin by April 1</li></ul>

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

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

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

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

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

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

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

During Year 2, the continuing contract teacher will:

- Participate in a mini-observation program\*\* which will consist of a minimum of 5 mini observations by a MVRSD administrator with brief evaluation conversations between the teacher and administrator within 3 school days of each mini- observation.  
\*Peer /outside observation as outlined above is to be used solely for educator reflection. Documents from the observations may not be part of the educator's employment file.  
\*\*Mini-observation form attached at end of Appendix E

### **Focused Growth Plan**

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

The growth plan will outline areas for professional development in detail and make specific recommendations for improvement in writing. Data for measurement of improvement and specific benchmarks for improvement will be identified. There will be formal meetings with the Focused Growth Team to discuss the written Focused Growth Plan and establish a timeline for review of the progress. A minimal Focused Growth Team will consist of at least four members: the involved staff member, a MVRSD teacher of his/her choice, the building administrator and a MVRSD administrator of the principal's choice. (The superintendent is not eligible to serve as the second administrator.)

### **Continuing Contract Teachers: Focused Growth Plan**

A teacher may be placed on a Focused Growth Plan at any time prior to June 1<sup>st</sup> of any academic year.

During the term of the plan, the teacher on a Focused Growth plan, in conjunction with the Focused Growth Plan team, will work systematically on acquiring and using strategies that are listed in the plan to meet the MVRSD's expectations for effective instruction.

The MVRSD Educator Expectations are:

- Instruction for Student Growth-demonstrated by knowledge of pedagogy and use of research based strategies.
- Data Use and Planning- demonstrated by use of standardized, shared common, and other data resulting in instructional changes focused on student growth in content and skills.
- Student Management- characterized by positive student/teacher and student/student interactions with high expectations and clear standards for all
- Content and Curriculum Expertise- demonstrated by knowledge of curriculum and skill in arranging content in an appropriate progression for student learning
- Learner Development/Learner Differences- characterized by engaged students, effective student grouping, differentiation and scaffolding
- Communication- demonstrated by clear, age appropriate language with students, and respectful communication with children and adults.
- Professional Responsibility-illustrated by a reflective professional who actively seeks to grow in their knowledge of instruction and content. Teachers who attend to record keeping and effectively communicate with all the stakeholders.

The educator on a Focused Growth Plan will document evidence of his/her growth using the MVRSD Focused Growth Plan Teacher Reflection form.

During the focused growth process, the teacher will:

- Meet with his/her supervisor to receive the Written Notice of Performance Deficiencies. A Union Representative may be present. A teacher may not grieve the receipt of the Written Notice of Performance Deficiencies nor grieve participation in the process
- Act as a member of his/her Focused Growth Team
- Work with his/her team to devise a Focused Growth Plan
- Participate in the formal review of the completed Focus Growth Plan ➡ Review the recommendation of the administrator and:
  - Accept the recommendation as is
  - Accept the recommendation under protest and write a written rebuttal to be attached to the recommendation

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

Focus Growth Plan Forms are on pgs. 50- 58.

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

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

The Summative Evaluation will be based upon:

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

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

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

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

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

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

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

The administrator must meet the notice requirements and must give the teacher reasonable opportunity to correct deficiencies through participation in a Focused Growth Plan (pg. 43-44). A teacher on continuing contract must be placed on a Focused Growth Plan prior to notification of non-renewal.

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

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

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

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

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

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

The non-continuing contract teacher and supervisor/MVRSD administrator will participate in a minimum of five (5) mini-observations with comments and written or in-person follow-up with the educator.

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

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

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

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

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

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

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

**MVRSD Educators' Professional Standards and Guidelines**

**Evaluation Exemplars**

These domains are listed on the mini-observation form. We have listed a few examples of what would be considered under the particular component (and what would not!).

Domain	Component	What You Will See:	What You Don't Want to See:
1- Instruction for Student Growth	Direct Instruction	<ul style="list-style-type: none"> <li>▪ Lecture/Demonstration</li> <li>▪ Whole group instruction</li> <li>▪ Small group instruction</li> <li>▪ 1-1 instruction</li> <li>▪ Scripted instruction</li> <li>▪ Direct teacher feedback</li> <li>▪ Scaffolded practice of a skill</li> </ul>	<ul style="list-style-type: none"> <li>▪ Limited teacher direction</li> <li>▪ Teacher acting as facilitator</li> <li>▪ Student directed learning</li> <li>▪ Students learning with other students</li> <li>▪ Independent student work</li> </ul>
	Research Based Strategies	<ul style="list-style-type: none"> <li>▪ High academic expectations</li> <li>▪ Use of Thinking Maps</li> <li>▪ Scaffolded instruction</li> <li>▪ Inquiry based instruction</li> <li>▪ Clear, effective feedback</li> <li>▪ Engaged students</li> <li>▪ Classroom routines</li> <li>▪ Well maintained behavioral expectations</li> <li>▪ Building of trust</li> <li>▪ Strategies for learning being taught</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teaching without an objective</li> <li>▪ Lessons without visual/ auditory cues</li> <li>▪ Lessons without manipulatives (when appropriate)</li> <li>▪ Irrelevant homework</li> <li>▪ Failure to connect content to real world</li> <li>▪ Competitive work</li> </ul>



		<ul style="list-style-type: none"> <li>▪ Lessons appropriately paced</li> <li>▪ Ample time for students to master concepts</li> <li>▪ Positive teacher-student relationships</li> <li>▪ Differentiation</li> <li>▪ Comprehensive intervention</li> </ul>	<ul style="list-style-type: none"> <li>▪ Busy work (packets of worksheets)</li> </ul>
	Checking for Understanding	<ul style="list-style-type: none"> <li>▪ Teacher asking questions</li> <li>▪ Students summarizing</li> <li>▪ Students repeating directions or procedures</li> <li>▪ Teachers listening to students think aloud as they work</li> <li>▪ Students explaining or defending a position</li> <li>▪ Classroom routines in place for students to ask for help</li> </ul>	<ul style="list-style-type: none"> <li>▪ Assuming children are ready to proceed with the lesson</li> <li>▪ Allowing students to complete an assignment, and then check to see if the student understood</li> </ul>
	Materials	<ul style="list-style-type: none"> <li>▪ Program components provided by the school district</li> <li>▪ Digital or hard copy materials appropriate for student's age and ability</li> <li>▪ Digital or hard copy materials that are relevant and recent</li> <li>▪ Manipulatives being used</li> <li>▪ Materials that support many learning styles-visual, auditory, tactile, or kinesthetic</li> </ul>	<ul style="list-style-type: none"> <li>▪ Material that is not age appropriate</li> <li>▪ Material that is not content appropriate</li> <li>▪ Material that is too easy or too difficult</li> <li>▪ Material that is out-dated</li> <li>▪ Material that is shoddy or shabby</li> </ul>

	Technology	<ul style="list-style-type: none"> <li>▪ Use of technology that accompanies district programs</li> <li>▪ Use of videos for school and homework</li> <li>▪ Use of mobile devices for different tasks</li> <li>▪ Use of multi-media presentations</li> <li>▪ Published student work</li> <li>▪ Use of on-line research by students</li> <li>▪ Use of virtual field trips</li> <li>▪ Use of educational games/programs/apps</li> <li>▪ Use of assistive technology</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher as the sole user of technology</li> <li>▪ Out-dated technology</li> <li>▪ Technology that does not work</li> </ul>
	Questioning	<ul style="list-style-type: none"> <li>▪ Use of a range of questions: <ul style="list-style-type: none"> <li>○ Knowledge/recall</li> <li>○ Comprehension</li> <li>○ Application</li> <li>○ Analysis</li> <li>○ Synthesis</li> <li>○ Evaluation/judgment</li> </ul> </li> <li>▪ Use of both open and closed questions</li> <li>▪ Provision of wait time</li> <li>▪ Provision of information or resources needed</li> </ul>	<ul style="list-style-type: none"> <li>▪ Closed Questions where students parrot teacher talk</li> <li>▪ Off topic questions that do not relate to topic being discussed</li> <li>▪ Questions that are too difficult (students are not provided the information or time to research the answer)</li> </ul>
	Discussion	<ul style="list-style-type: none"> <li>▪ Whole class discussion</li> <li>▪ Small group discussion</li> <li>▪ Turn and Talk</li> <li>▪ Think-Pair-Share</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher talk only</li> <li>▪ One student talking</li> </ul>

		<ul style="list-style-type: none"> <li>▪ Socratic Seminars</li> <li>▪ Literature Circles</li> <li>▪ Fishbowl Discussions</li> <li>▪ Affinity Circles</li> </ul>	<ul style="list-style-type: none"> <li>▪ Random discussion-not on topic, tangential</li> </ul>
2- Data Use, Planning	Assessment	<ul style="list-style-type: none"> <li>▪ Teacher created- <ul style="list-style-type: none"> <li>○ Formative</li> <li>○ Interim</li> <li>○ Summative</li> </ul> </li> <li>▪ Curriculum Based <ul style="list-style-type: none"> <li>○ Formative</li> <li>○ Interim</li> <li>○ Summative</li> </ul> </li> <li>▪ Project based assessment</li> <li>▪ Informal assessment <ul style="list-style-type: none"> <li>○ Plickers/clickers</li> <li>○ Hand signals</li> <li>○ Response Cards</li> <li>○ 4 Corners</li> <li>○ Choral Reading</li> <li>○ Ticket out the Door</li> </ul> </li> <li>▪ Variety of paper and pencil assessments: <ul style="list-style-type: none"> <li>○ Multiple choice</li> <li>○ Matching</li> <li>○ Fill in the blank</li> <li>○ Short answer</li> <li>○ Long responses</li> <li>○ Open book</li> <li>○ Paired assessments</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▪ Insufficient time to complete assessments</li> <li>▪ Lack of variety in questions</li> <li>▪ Lack of variety in assessment types</li> <li>▪ Assessment not aligned with course competencies</li> </ul>
	Grouping	<ul style="list-style-type: none"> <li>▪ Flexible groups</li> <li>▪ Ability based groups</li> <li>▪ Interest based groups</li> <li>▪ Task based groups</li> <li>▪ Cooperative groups</li> </ul>	<ul style="list-style-type: none"> <li>▪ Whole group</li> <li>▪ Individual work</li> </ul>

	Differentiation	<ul style="list-style-type: none"> <li>▪ Scaffolding</li> <li>▪ Reflection and Goal setting</li> <li>▪ Mini-lessons</li> <li>▪ Centers and resources</li> <li>▪ Student voice and choice in products</li> <li>▪ Tiered assignments</li> <li>▪ Adjusted questions</li> <li>▪ Following of IEP/504 accommodations</li> <li>▪ Use of technology</li> <li>▪ Layered curriculum</li> </ul>	<ul style="list-style-type: none"> <li>▪ Whole group instruction</li> <li>▪ One assignment provided for the whole class</li> <li>▪ Ignoring of IEP/504 accommodations</li> </ul>
3- Student Management	Safe Environment	<ul style="list-style-type: none"> <li>▪ Room is clean</li> <li>▪ Temperature is comfortable</li> <li>▪ Room is well lighted</li> <li>▪ Materials are well organized</li> <li>▪ Room is free of extraneous stimuli and clutter</li> </ul>	<ul style="list-style-type: none"> <li>▪ Room is too hot or too cold</li> <li>▪ Room is dim or too bright</li> <li>▪ Room is cluttered and pulls student attention to irrelevant details preventing students from sustaining focus</li> </ul>
	Routines and Procedures	<ul style="list-style-type: none"> <li>▪ A smooth beginning/end of the period or the day</li> </ul>	<ul style="list-style-type: none"> <li>▪ Chaotic classroom atmosphere</li> </ul>

		<ul style="list-style-type: none"> <li>▪ Students entering and exiting the classroom in an orderly manner</li> <li>▪ Papers/assignments being managed</li> <li>▪ Use of consistent signals for quiet or attention</li> <li>▪ Emergency drill procedure followed</li> <li>▪ Emergency exits/ procedures posted</li> <li>▪ Students follow restroom procedures</li> <li>▪ Independent work routines</li> <li>▪ Visual cues used for maintaining routines</li> </ul>	<ul style="list-style-type: none"> <li>▪ Obvious disregard of school wide rules</li> <li>▪ Raised voices (teacher and student)</li> <li>▪ Unsafe movement around the classroom or hall</li> </ul>
	Effective Use of Time	<ul style="list-style-type: none"> <li>▪ Balance of activities</li> <li>▪ All adults in the classroom are busy with students</li> <li>▪ Alert students</li> <li>▪ Appropriate lesson pacing</li> <li>▪ Teaching to the end of a period</li> <li>▪ Careful monitoring of students for understanding and behavior</li> <li>▪ Appropriate redirection after disruption</li> </ul>	<ul style="list-style-type: none"> <li>▪ Wasted time</li> <li>▪ Inappropriate pacing-moving too quickly or slowly through material</li> <li>▪ Adults "visiting" with each other during class</li> <li>▪ No monitoring of class or group activity</li> <li>▪ Giving lengthy oral directions with no visual cues</li> <li>▪ Overuse of same teaching strategy day after day</li> </ul>
	Positive Culture	<ul style="list-style-type: none"> <li>▪ Essential social skills addressed</li> </ul>	<ul style="list-style-type: none"> <li>▪ Consistently inconsistent</li> </ul>

		<ul style="list-style-type: none"> <li>▪ Clear rules posted and verbally reinforced</li> <li>▪ Problem solving</li> <li>▪ Cooperative learning</li> <li>▪ Praise of students for making good choices</li> <li>▪ Celebration of accomplishments</li> <li>▪ Provision of a secure (safe and calm) learning environment</li> </ul>	<ul style="list-style-type: none"> <li>▪ enforcement of rules or procedures</li> <li>▪ Overpraising of students for doing what is expected</li> <li>▪ Overemphasis of negative behaviors</li> <li>▪ Use of threats to manage behavior</li> <li>▪ Lack of intervention when a student is causing an unsafe environment</li> </ul>
	Respectful Relationships	<ul style="list-style-type: none"> <li>▪ Prosodic speech</li> <li>▪ Mutual respect between teacher and student</li> <li>▪ Polite interactions between students</li> <li>▪ Understanding of the needs of students</li> <li>▪ Support for student ideas</li> <li>▪ Acceptance of student feedback</li> </ul>	<ul style="list-style-type: none"> <li>▪ Disrespectful talk</li> <li>▪ Children who appear hurt or insecure</li> <li>▪ Teacher displaying no interest in students</li> <li>▪ Teacher interrupting students while they are working</li> <li>▪ Teacher talking over students</li> </ul>
4- Content/ Curriculum Expertise	Familiar with Content	<ul style="list-style-type: none"> <li>▪ Coherent instruction</li> <li>▪ Posted learning targets</li> <li>▪ Lessons containing accurate, current facts</li> <li>▪ Lessons reflecting District curriculum</li> </ul>	<ul style="list-style-type: none"> <li>▪ Incoherent instruction</li> <li>▪ Students who are unaware of the learning targets</li> <li>▪ District curriculum is not in use</li> </ul>

		<ul style="list-style-type: none"> <li>▪ Lessons reflecting District instructional/social/ emotional initiatives</li> <li>▪ Age appropriate lessons</li> </ul>	
	Progression of Skills	<ul style="list-style-type: none"> <li>▪ Formative assessments used to ensure that required skills /knowledge is in place</li> <li>▪ Missing skills or knowledge being remediated</li> <li>▪ Units mapped out prior to the start of instruction</li> <li>▪ Prior knowledge being activated</li> </ul>	<ul style="list-style-type: none"> <li>▪ Lessons that are not age appropriate</li> <li>▪ Lack of formative assessments</li> <li>▪ Incoherent or non-existent unit plans</li> <li>▪ New lessons started without checking for mastery of previously taught skills</li> </ul>
	Real World Applications	<ul style="list-style-type: none"> <li>▪ Guest speakers</li> <li>▪ Use of primary source documents</li> <li>▪ "Real World" research (Question Formulation Techniques)</li> <li>▪ Students observe the real world</li> <li>▪ Use of the news</li> <li>▪ Simulations</li> <li>▪ Assignments that look "Real World"</li> <li>▪ Service learning</li> </ul>	<ul style="list-style-type: none"> <li>▪ Textbook</li> <li>▪ Lectures</li> <li>▪ Work packets</li> </ul>
	Enthusiasm for Content	<ul style="list-style-type: none"> <li>▪ Descriptions of personal experience with content</li> <li>▪ A high energy level</li> <li>▪ Use of physical gestures</li> </ul>	<ul style="list-style-type: none"> <li>▪ Monotone presentation</li> <li>▪ Tangential instruction</li> </ul>

		<ul style="list-style-type: none"> <li>▪ Appropriate voice tone</li> <li>▪ Dramatization of information</li> <li>▪ Multiple presentation techniques</li> </ul>	<ul style="list-style-type: none"> <li>▪ Students appearing disengaged</li> </ul>
5- Learner Development/ Learner Differences Expertise	Age Appropriate Skills/Content	<ul style="list-style-type: none"> <li>▪ Curriculum goals that are aligned to District standards</li> <li>▪ Lessons that fit into the scope and sequence of the curriculum</li> <li>▪ Use of technology to deepen content understanding</li> <li>▪ Connection of concepts, procedures, and applications to motivate students</li> <li>▪ Building of understanding of knowledge, skills and ideas for use in real world</li> </ul>	<ul style="list-style-type: none"> <li>▪ A lesson that is too hard or too easy for students</li> <li>▪ Lessons that are not connected to other topics or to the real world ideas</li> </ul>
	Differentiation	<ul style="list-style-type: none"> <li>▪ Scaffolding</li> <li>▪ Reflection and Goal setting</li> <li>▪ Mini-lessons</li> <li>▪ Centers and resources</li> <li>▪ Voice and choice in products</li> <li>▪ Tiered assignments</li> <li>▪ Adjusted questions</li> <li>▪ Following of IEP/504 accommodations</li> <li>▪ Use of technology</li> <li>▪ Layered curriculum</li> </ul>	<ul style="list-style-type: none"> <li>▪ Instruction only from the textbook</li> <li>▪ Lectures</li> <li>▪ Work packets</li> <li>▪ IEP/504 accommodations not being addressed</li> </ul>
	Scaffolding	<ul style="list-style-type: none"> <li>▪ Focused lesson</li> <li>▪ Flexible lesson</li> </ul>	<ul style="list-style-type: none"> <li>▪ Instruction only from the textbook</li> <li>▪ Lectures</li> <li>▪ Work packets</li> </ul>



		<ul style="list-style-type: none"> <li>▪ Feedback-teacher observes student, reflects on student behavior, responds to student</li> <li>▪ Gradual release of responsibility (“I do, we do, you do”)</li> <li>▪ Learners in control of their work</li> </ul>	<ul style="list-style-type: none"> <li>▪ IEP/504 accommodations not being addressed</li> </ul>
6- Communi- cation	Age appropriate clear language	<ul style="list-style-type: none"> <li>▪ Clear, specific directions</li> <li>▪ Clear explanations of vocabulary</li> <li>▪ Clear explanations of content skills and procedures</li> </ul>	<ul style="list-style-type: none"> <li>▪ Directions are too wordy or too sparse</li> <li>▪ Content vocabulary is not addressed</li> <li>▪ Language used is confusing and unclear</li> </ul>
	Focused	<ul style="list-style-type: none"> <li>▪ Use of appropriate questions</li> <li>▪ On- topic discussion</li> <li>▪ Engaged students</li> <li>▪ On-topic instruction</li> </ul>	<ul style="list-style-type: none"> <li>▪ Lesson often goes off topic</li> <li>▪ Incomplete thoughts are shared with students</li> <li>▪ Students are not engaged</li> <li>▪ Personal cellphones are used during class time</li> </ul>
	Respectful	<ul style="list-style-type: none"> <li>▪ Mutual respect between teacher and student</li> <li>▪ Polite interactions between students and teachers</li> <li>▪ Support of student ideas</li> <li>▪ Acceptance of student feedback</li> </ul>	<ul style="list-style-type: none"> <li>▪ Disrespect toward students</li> <li>▪ Teacher being short with students</li> <li>▪ Teacher ignoring students</li> </ul>

			<ul style="list-style-type: none"> <li>▪ Teacher ignoring student-to-student disrespect</li> <li>▪ Teacher being inconsistent in treatment of students</li> </ul>
7- Professional Responsibility	Collaborative	<ul style="list-style-type: none"> <li>▪ Co-teaching</li> <li>▪ Interdisciplinary teaching</li> <li>▪ Work with a para or a volunteer</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher refusing to work with peers</li> <li>▪ Teacher utilizing para time poorly</li> </ul>
	Reflective	<ul style="list-style-type: none"> <li>▪ Groupings based on data</li> <li>▪ Reteaching based on checks for understanding</li> <li>▪ Monitoring of the classroom for student understanding</li> <li>▪ Monitoring of the classroom for disruptive behaviors</li> </ul>	<ul style="list-style-type: none"> <li>▪ Teacher not open to change</li> <li>▪ Lack of adjustment of teaching strategies to fit the group of students</li> <li>▪ Lack of reteaching in evidence</li> <li>▪ Lack of regular monitoring the classroom</li> </ul>
	Prepared	<ul style="list-style-type: none"> <li>▪ Materials and technology needed for lesson are ready</li> <li>▪ Lesson plans are in evidence</li> <li>▪ Lesson is appropriate for the curriculum scope and sequence</li> </ul>	<ul style="list-style-type: none"> <li>▪ Lesson plans are not in evidence</li> <li>▪ Lessons not following the scope and sequence of the curriculum</li> <li>▪ Materials are unavailable</li> </ul>
	Prompt	<ul style="list-style-type: none"> <li>▪ Teaching begins at the start of the period/class</li> <li>▪ Students engaged from the start of the class</li> </ul>	<ul style="list-style-type: none"> <li>▪ Disengaged students</li> </ul>

		<ul style="list-style-type: none"> <li>▪ Transitions are smooth, no unnecessary time is lost in transition</li> </ul>	<ul style="list-style-type: none"> <li>▪ Lengthy and disorganized transitions</li> <li>▪ Teacher starting class late</li> </ul>
8- Profession al Growth Plan Goals	District	<ul style="list-style-type: none"> <li>▪ <i>PGP Plan Goal</i></li> </ul>	<ul style="list-style-type: none"> <li>▪</li> </ul>
	Building	<ul style="list-style-type: none"> <li>▪ <i>PGP Plan Goal</i></li> </ul>	<ul style="list-style-type: none"> <li>▪</li> </ul>
	Personal	<ul style="list-style-type: none"> <li>▪ <i>PGP Plan Goal</i></li> </ul>	<ul style="list-style-type: none"> <li>▪</li> </ul>

## **Focused Growth Plan Documentation**

### **MVRSD Focused Growth Process**

This level of supervision is designed to provide formal support to staff members on the Continuing Cycle who have demonstrated weaknesses in meeting the District Expectations for Effective Teaching in each course and curriculum area taught.

The following are the District Expectations:

- Plan, prepare, and deliver quality instruction using the District's Expectations for Effective Teaching in each course and curriculum area taught.

### **Domains of Effective Instruction (summary):**

- Instruction for Student Growth-demonstrated by knowledge of pedagogy and use of research based strategies.
- Data Use and Planning- demonstrated by use of standardized, shared common, and other data resulting in instructional changes focused on student growth in content and skills.
- Student Management- characterized by positive student/teacher and student/student interactions with high expectations and clear standards for all
- Content and Curriculum Expertise- demonstrated by knowledge of curriculum and skill in arranging content in an appropriate progression for student learning
- Learner Development/Learner Differences- characterized by engaged students, effective student grouping, differentiation and scaffolding
- Communication- demonstrated by clear, age appropriate language with students, and respectful communication with children and adults.
- Professional Responsibility-illustrated by a reflective professional who actively seeks to grow in their knowledge of instruction and content. Teachers who attend to record keeping and effectively communicate with all the stakeholders.

### **Five Phases of the Focused Growth Plan:**

1. Phase 1: Determination of the Need for Focused Growth  
The building administrator will determine the need for focused growth when, at any point during the year prior to June 1, a teacher's performance demonstrates the need for intervention and assistance. The administrator will do so after communicating examples or illustrations of deficiencies via the MVRSD Written Notification of Performance Deficiencies, expected corrections and time period in which to make the corrections. The administrator will explain the need for focused growth and the process to the staff member.
2. Phase 2: Establishment of the Focused Growth Team  
The administrator will establish a four-member Focused Growth Team within ten (10) school days of the teacher being notified. The team will consist of the staff member, the building administrator, one MVRSD certified teacher selected by the staff member and

one MVRSD administrator selected by the building principal. (The superintendent is the arbiter of the decision and as such may not serve as the second administrator.)

3. Phase 3: Establishment of the Focused Growth Plan

The team will develop a Focused Growth Plan within ten (10) school days of the establishment of the Focused Growth Team. If said team is unable to reach consensus, the superintendent will arbitrate and that decision will be final.

The plan consists of two components.

<p>Focused Growth Action Plan</p>	<p>A plan will be established to:</p> <ul style="list-style-type: none"> <li>• Meet each objective from the MVRSD Written Notification of Performance Deficiencies</li> <li>• Define the means of evaluation/appropriate evidence</li> <li>• Establish reasonable due dates</li> </ul> <p>The staff member will bring evidence back to the team for validation of completion of the plan using the <u>Focused Growth Plan Teacher Reflection</u> form. The staff member will bring an updated Reflection Form to each Focused Growth Team Meeting.</p>
<p>Focused Growth Summary</p>	<p>The administrator will complete a summary of performance based on the Focused Growth Plan.</p>

4. Phase 4: Formal Review

The Focused Growth Action Plan developed by the team will be used to complete the Focused Growth Summary form by the established date. The administrator will use the Focused Growth Summary form to complete the teacher's *Recommendation Report* and present the report to the team for review.

Any teacher who disagrees with the summary may submit a written response to be attached to the file copy.

5. Phase 5: Recommendation

The administrator will use the Focused Growth Summary to make one of the following recommendations by the date established:

- a. The Focused Growth Process has been successfully concluded
- b. Recommend continuance of the Focused Growth Plan. (A plan may span more than one school year)
- c. The Focused Growth Process was not successful and termination is indicated



**MVRSD Focused Growth Plan Notification Form**

I am recommending \_\_\_\_\_ for a Focused Growth Plan.

The following are the District Expectations:

- Plan, prepare, and deliver quality instruction using the District's Expectations for Effective Teaching in each course and curriculum area taught.

**Domains of Effective Instruction (summary):**

- Instruction for Student Growth-demonstrated by knowledge of pedagogy and use of research based strategies.
- Data Use and Planning- demonstrated by use of standardized, shared common, and other data resulting in instructional changes focused on student growth in content and skills.
- Student Management- characterized by positive student/teacher and student/student interactions with high expectations and clear standards for all
- Content and Curriculum Expertise- demonstrated by knowledge of curriculum and skill in arranging content in an appropriate progression for student learning
- Learner Development/Learner Differences- characterized by engaged students, effective student grouping, differentiation and scaffolding
- Communication- demonstrated by clear, age appropriate language with students, and respectful communication with children and adults.
- Professional Responsibility-illustrated by a reflective professional who actively seeks to grow in their knowledge of instruction and content. Teachers who attend to record keeping and effectively communicate with all the stakeholders.

The reasons for my recommendation are outlined below:

We will meet on \_\_\_\_\_ to develop and review the MVRSD Focused Growth Action Plan as outlined in the MVRSD Evaluation Model.

\_\_\_\_\_  
Principal

Date

\_\_\_\_\_  
Teacher

Date

**MVRSD Team Norm Guidelines Form**

Team Norms will be established at the beginning of the first Focused Growth Team meeting. Teams will complete the form below and it will become a part of the Focused Growth file.

1. Time: Beginning and ending times for meetings
2. Communication: Minutes for every meeting will be recorded by the administrator and agreed upon at the conclusion of each meeting. These will be part of the Focused Growth Plan file to be placed with the Teacher’s evaluations.
3. Listening: How will this group encourage listening?
4. Confidentiality: What can be said, and to whom after each meeting.
5. Facilitation: Who will facilitate each meeting, and how conflicts will be resolved
6. Active Participation: How will the team encourage participation?
7. Attendance: Attendance of all team members is required at every meeting.

Category	Norms
Time	<ul style="list-style-type: none"> <li>✓ All meeting will begin and end on time</li> <li>✓</li> </ul>
Communication	<ul style="list-style-type: none"> <li>✓ Minutes for every meeting will be recorded by the administrator and agreed upon at the conclusion of each meeting.</li> <li>✓ Minutes will be part of the <u>Assistance Process</u> file.</li> </ul>
Listening	<ul style="list-style-type: none"> <li>✓</li> </ul>
Confidentiality	<ul style="list-style-type: none"> <li>✓</li> </ul>
Facilitation	<ul style="list-style-type: none"> <li>✓</li> </ul>
Active Participation	<ul style="list-style-type: none"> <li>✓</li> </ul>
Attendance	<ul style="list-style-type: none"> <li>✓ Attendance of all team members is required at every meeting.</li> </ul>





**MVRSD Focused Growth Plan- Teacher Reflection**

(Teacher is responsible for bringing this completed form to each Team Meeting)

<b>Strategies/Action Plan</b>	<b>Evidence</b>	<b>Teacher Reflection</b>
List each strategy from the action plan in a separate box  Add as many rows as needed		

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Teacher \_\_\_\_\_ Date \_\_\_\_\_ MVRSD Teacher \_\_\_\_\_ Date \_\_\_\_\_

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Building Administrator \_\_\_\_\_ Date \_\_\_\_\_ Second Administrator \_\_\_\_\_ Date \_\_\_\_\_

**MVRSD Meeting Minutes Form**

Teacher: \_\_\_\_\_ Meeting Date: \_\_\_\_\_

<b>Topic</b>	<b>Discussion Points</b>	<b>Decisions</b>
<b>Next Meeting Date:</b>		

**MVRSD Focused Growth Summary**

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

Building: \_\_\_\_\_ Plan Start Date: \_\_\_\_\_

Strategies/Action Plan	Administrator Summary Remarks
<ul style="list-style-type: none"> <li>✓ List each strategy from the action plan in a separate box</li> <li>✓ Add as many rows as needed</li> </ul>	

Administrator Recommendation:

\_\_\_\_\_  
 Administrator Date Teacher Date

\_\_\_\_\_  
 Second Administrator Date MVRSD Teacher Date

\_\_\_\_\_  
 Second Teacher Date

Mascoma Mini-Observation Checklist

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

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

Domain	Evidence	Observation Date & 3 Day Conversation Comments
1. Instruction for Student Growth	<ul style="list-style-type: none"> <li>● Providing clear learning goals and scales</li> <li>● Celebrating success</li> <li>● Understanding students' interests and backgrounds</li> <li>● Demonstrating value and respect for reluctant learners and students regularly marginalized or underserved by school systems</li> <li>● Conducting direct instruction lessons; practicing and deepening lessons; knowledge application lessons</li> <li>● Asking in-depth questions and appropriately probing incorrect answers given by reluctant learners or students regularly marginalized or underserved</li> <li>● Noticing when students are not engaged</li> <li>● Using and applying academic vocabulary</li> <li>● Evaluating effectiveness of individual lessons and units</li> </ul>	Date-
2- Data Use, Planning	<ul style="list-style-type: none"> <li>● Designing instruction aligned to assessment</li> <li>● Using multiple data elements</li> <li>● Tracking student progress</li> </ul>	Date-
3- Student Management	<ul style="list-style-type: none"> <li>● Organizing the physical layout of the classroom</li> <li>● Reviewing expectations for rules and procedures</li> <li>● Demonstrating respectful relationships</li> <li>● Applying consequences for lack of adherence to rules and procedures</li> <li>● Acknowledging adherence to rules and procedures</li> <li>● Displaying objectivity and control</li> </ul>	Date-

4- Content/ Curriculum Expertise	<ul style="list-style-type: none"> <li>• Attention to established content standards, progression of skills, and real-world applications</li> <li>• Use of available resources and technology</li> </ul>	Date-
5- Learner Development/ Differences Expertise	<ul style="list-style-type: none"> <li>• Effective scaffolding of information within a lesson</li> <li>• Planning and preparing for the needs of all students, including differentiating &amp; scaffolding</li> </ul>	Date-
6- Communication	<ul style="list-style-type: none"> <li>• Engaging in positive interactions with parents and the school community about courses, programs, and school events</li> <li>• Engaging in timely and professional interactions with parents and the school community</li> </ul>	Date-
7- Professional Responsibility		Date-

Indicators from **The Marzano Teacher Evaluation Model At A Glance [2022]**

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

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

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

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**Amanda Isabelle, Superintendent**

Chris Beeso, Special Education Director/504 Coordinator    Robert DeGregorio, Business Administrator

Angel Burke, Director of Curriculum

Craig Suttie, Director of Technology

Diane Adam, Title IX

Cynthia Collea, Social Worker

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

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

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

Copy of Educator's Professional Development Plan

Mascooma Inspires! Build the path you want to take.

"We are a community that values creativity, curiosity and the pursuit of excellence, cultivating our strengths and interests to inspire partnerships in the district, community and the world beyond." Equal Opportunity Employer \* Equal Educational Opportunities

<p><b>Professional Domain One</b> Instruction for Student Growth</p> <p>Understands and uses a variety of instructional strategies to encourage learners to develop deep understanding of content areas and their connections, and to build skills to apply knowledge in meaningful ways.</p>	
<p>Instructional strategies that I have used and how effective each strategy was with my students. <i>Example: Attended workshop on Enhancing Classroom Discussions. Added Think-Pair-Share to my literature circle. Noticed increased participation especially by the students who tend to be less engaged.</i></p>	
Educator Reflection	Evaluator Reflection
<p><b>Professional Domain Two</b> Data Use/Planning</p> <p>Understands and uses multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide instructional decision making. Plans instruction that supports every learner in meeting learning goals by drawing upon knowledge of content areas, curriculum, cross disciplinary skills, pedagogy, knowledge of learners, and the community context.</p>	
<p>Assessment data that I have used to meet the needs of individual students and how it impacted student learning. <i>Example: Using my formative test data from the Weather unit, I created tiered assignments to meet the needs of individual students. My summative Weather test showed that despite using tiered assignments my struggling learners did not quite achieve their objectives. I will meet with the students' case manager to refine my next set of tiered assignments.</i></p>	
Educator Reflection	Evaluator Reflection

<b>Professional Domain Three</b> <b>Student Management</b> Works to create an environment that supports individual and collaborative learning, encourages positive social interaction, actively engages students in learning, and ensures the safety of all students.	
Classroom environment examples that support positive social interaction, as well as individual and collaborative learning. <i>Example: Rules for classroom discussions are posted and reviewed at the beginning of each discussion. I notice that my students take turns, listen actively, and respond to the previous speaker before offering support or giving a different opinion.</i>	
Educator Reflection	Evaluator Reflection
<b>Professional Domain Four</b> <b>Content/Curriculum Expertise</b> Understands the central concepts, tools of inquiry and structure of his/her discipline and creates learning experiences that make the discipline accessible and meaningful for learners to ensure mastery of content. Understands how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity and collaborative problem solving related to authentic local and global issues.	
Content instruction that is thorough, meaningful and relevant to students, and connects to the real world. <i>Example: After attending a workshop on fractions, I designed a lesson on cooking with fractions requiring students to halve a recipe and measure ingredients.</i>	
Educator Reflection	Evaluator Reflection

<b>Professional Domain Five</b> <b>Learner Development/Differences Expertise</b> Understands how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional and physical areas, and designs and implements developmentally appropriate and challenging learning experiences. Uses understanding of individual differences and diverse families to ensure inclusive learning environments that enable each learner to meet higher standards.
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<p>Examples of how I design and implement developmentally appropriate instruction for the diverse needs of each learner. <i>Example: On the Composer/Musician project, students can select a composer from a menu and choose how they want to present the biographical information (i.e.) brochure, poster, Power-point presentation, etc.</i></p>	
Educator Reflection	Evaluator Reflection
<p><b>Professional Domain Six</b> Communication</p> <p>Uses listening, speaking, reading and writing to communicate clearly with all students. Adapts the style of communication to the needs of the student.</p> <p>Understands diverse families to ensure that school to home communication is clear and tactful.</p> <p>Engages in ongoing conversations with all colleagues, shares ideas, offers and accepts support in a respectful, professional manner.</p>	
<p>Clear and effective communication with students, families, and colleagues. <i>Example: I have concentrated on improving communication with families this year. I have sent home a weekly newsletter. I have set up a classroom website. Monthly "Good Job" emails or phone calls are made to each family.</i></p>	
Educator Reflection	Evaluator Reflection

<p><b>Professional Domain Seven</b> Professional Responsibility</p> <p>Seeks opportunities to collaborate with learners, families, colleagues, and other community members to ensure learner growth and to advance the teaching profession.</p> <p>Engages in ongoing professional learning and uses evidence to continually evaluate his/her practices and adapts practices to meet the needs of learners.</p> <p>Completes reporting responsibilities efficiently and effectively.</p> <p>Carries out professional responsibilities in a timely manner.</p>	
<p>Examples of how I demonstrate professionalism. <i>Example: I joined a PLC on co-teaching. I was paired with a special educator and began planning and implementing co-teaching in our classroom. The results have been phenomenal. All students met their NWEA growth targets and discipline referrals dropped.</i></p>	
Educator Reflection	Evaluator Reflection

Professional Domain Eight	
Educator Goals From my PGP	
Examples of how I met the goals in my Professional Growth Plan. <i>Please address all three of your goals separately (district, school, personal)</i>	
Educator Reflection	Evaluator Reflection