AGREEMENT

BETWEEN

THE PELHAM EDUCATION ASSOCIATION

AND

THE PELHAM SCHOOL BOARD

2016-2019

TABLE OF CONTENTS

Article I	Recognition Clause	3
Article II	Definitions	4
Article III	Jurisdiction and Authority of Board	4
Article IV	Negotiations Procedure	4
Article V	Conditions of Employment:	4
	Salary Placement Schedule	
	Work Year	
	School Calendar	
	Review of Personnel Files	
	Just Cause	
	Coverage of Additional Classes	
	Attendance of District Hearings	
	Evaluation	
	Notification of Performance Deficiencies	
	Disciplinary Conference	
	Duty-Free Lunch	
	Assignment Notification	
	Class size	
	Safe Environment	
	Medical Procedures	
	Posting of Positions	
	Vacancies	
	Systemic change	
	Inclusion	
	DC Chaperones	
	CPR	
Article VI	Sick Leave	9
Article VII	Paid Leave of Absence	11
Article VIII	Unpaid Leave of Absence	12
Article IX	Sabbatical Leave	13
Article X	Professional Improvement	15
Article XI	Insurance Provisions	15
Article XII	Standard Clause	17
Article XIII	Savings Clause	17
Article XIV	Voluntary Deductions	17
Article XV	Association Rights and Privileges	18
Article XVI	Grievance Procedure	18
Article XVII	Reduction in Force	21
Article XVIII	Administration Selection Committee	22
Article XIX	Duration	23
Article XX	Retirement Severance	23
Appendix A	Salary Schedule	25
Appendix B	Extra-Curricular Salary Schedule	26
Appendix C	Pelham Compensation Model	30

AGREEMENT made March 8, 2016 by and between the School Board of the Pelham School District, Pelham, NH, (hereinafter called the "Board") and the Pelham Education Association, (hereinafter called the "Association").

ARTICLE I – RECOGNITION CLAUSE

A. The Board recognizes the Association as the exclusive representative of all permanent full-time and part-time teachers, including nurses, employed by the Pelham School District for the purpose of negotiating with the Board with respect to salaries, fringe benefits, and conditions of employment. The Board agrees to meet, confer, and negotiate with representatives of the Association concerning such matters**.** Except as otherwise specified, the compensation and benefits of part-time teachers shall be prorated in accordance with their full-time equivalencies.

B. The Association agrees to represent equally all teachers covered by this Agreement without regard to membership in the Association.

C. During the term of this Agreement, the Board agrees not to negotiate with any teacher, teacher's group, or association other than the designated unit in regard to any matter subject to negotiation under Article I of the Agreement as long as the Association shall represent a majority of the employees in the bargaining unit. Provided, however, that this shall not prevent the Board from communicating or consulting with any individual teacher or group of teachers for any purpose the Board shall deem desirable in the discharge of its responsibilities, nor shall it preclude any teacher from appearing before the Board in his/her own behalf on matters relating to his/her employment by the Board.

D. Except as otherwise specified, the term, "teacher" as used in this Agreement, shall mean a professional employee of the Pelham School District whose position requires certification by the State Board of Education as a professional engaged in classroom teaching for more than fifty (50) percent of their duty hours, as well as all nurses employed by the District. These positions include classroom teachers, guidance counselors, special education teachers, media specialists, enrichment/technology teachers, music teachers, art teachers, physical education teachers, reading teachers, long-term substitutes under contract and nurses. These positions exclude the superintendent, assistant superintendents, principals, assistant principals, directors, coordinators in supervisory roles, teacher consultants, business administrators, speech pathologists, therapists, professionals who are licensed by the Board of Allied Health Professionals (other than nurses), and persons employed by the State Board of Education.

E. The Parties of this Agreement will not discriminate against any teacher because of age, race, creed, color, religion, nationality, domicile, sex, marital status, sexual orientation, disability, or by reason of any activity in the Association not in contravention of any provision in this Agreement.

ARTICLE II – DEFINITIONS

The following list of terms will be used frequently in this Agreement, and when they are used, they will refer to the definitions described below unless otherwise stipulated:

A. The term, "School" as used in the Agreement, means any work location or functional division maintained by the Board where instruction is offered to the children enrolled in the Pelham School District, School Administrative Unit #28.

B. The term, "Principal" as used in this Agreement, means the responsible administrative head of the respective school.

C. Wherever the singular is used in this Agreement, it is to include the plural.

ARTICLE III – JURISDICTION & AUTHORITY OF THE SCHOOL BOARD

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

B. 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 IV – NEGOTIATIONS PROCEDURE

A. Negotiations shall be in accordance with RSA 273-A.

B. Any agreement reached shall be reduced to writing and signed by the Board and the Association. Any agreement reached which requires the expenditure of public funds for its implementation, shall not be binding upon the Board unless, and until, the necessary appropriations have been made by the voters of the District. The Board shall make every effort to secure the funds necessary to implement said agreements.

C. During such negotiations, the Board and Association will present relevant data, exchange points of view, and make proposals and counter proposals. The Board will make available to the Association for inspection all pertinent, non-confidential records, data, and information of the Pelham School System in the public domain. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.

ARTICLE V – CONDITIONS OF EMPLOYMENT

A. Salary Schedule Placement: Newly hired teachers will be placed at the salary level reflecting their years of experience and academic preparation, provided that no

newly hired teachers will be placed at a step or salary higher than that of a current employee with the same years of teaching experience. Notwithstanding any other provision in this Agreement, the Superintendent, at his/her sole discretion, may place newly hired teachers for positions in critical shortage areas (as defined annually by the New Hampshire Department of Education) one step higher than the step as determined by the language of this Article. After initial hire, the person will advance one step on the salary schedule each year of this Agreement, unless the prevailing collective bargaining Agreement provides no step advancement in any year or years of its duration.

The salary for all part-time teachers shall be prorated, and the proration for part-time teachers at the high school shall be in proportion to the number of blocks taught.

Upon request of the PEA President, the Superintendent will notify the PEA President, in writing, by September 15 of all new hires, their placement on the salary schedule, and identify employees, if any, hired under the critical shortage provisions of this Article.

B. Work Year: The teacher work year shall be 186 days each year. The teacher work day on all days shall be of seven (7) hours duration, except on days which have a delayed opening or early dismissal due to weather or emergency situations. The administration will provide at least two weeks advance notice to teachers before the regular starting time or ending time of the work day at their school if it changed. Work days and/or work hours will be prorated for part-time employees in accordance with their contracts.

The District shall schedule five early release days per year. The topics for teachers after students are released early will be chosen as described in Article V (C).

C. The School Calendar: Prior to a recommendation to the School Board concerning the school year calendar, the Superintendent will consult with and consider the suggestions of the representatives of the Association in that regard and in the use and placement of workshop days. Final decisions concerning the school calendar shall remain the sole and exclusive responsibility of the Board.

In the event that the calendar includes release days, each school will establish a team to work with the principal to plan the agenda for those days. Team members will be elected by the teaching staff in each building in an election conducted by the Building Administration following procedures developed jointly with the Association and reviewed with the Superintendent.

The teacher work day on teacher workshop days shall be of seven (7) hours duration. There will be two (2) workshop days before the students' first day of school. At least seven (7) hours during those two (2) workshop days will be meeting-free and uninterrupted for teacher preparations, but the seven (7) hours need not all be on

the same day. If the seven (7) hours are split over two (2) days, the blocks of time for teacher preparation will be in increments of at least three (3) hours. The agenda for these days will be finalized no later than August 25th.

Once the school year calendar has been adopted and prior to making any recommendations to the School Board relative to modification therein, the Superintendent will, if possible and if time and circumstances permit, consult with the Association and consider their recommendations.

A nurse may schedule workshop days before the start of the school year in lieu of attending teacher workshop days if the nurse requests his/her building principal for permission to do so and the principal agrees.

D. Review of Personnel Files:

1. A teacher shall have the right to review the contents of his/her personnel file upon reasonable notification and to receive copies of any documents contained therein. The teacher may be charged a reasonable copying fee for more than one copy of any individual document(s) requested. A teacher shall be entitled to have a representative of the Association accompany him/her during such review.

2. No material derogatory to a teacher's conduct or service to the District shall be placed in his/her personnel file until the teacher has had the opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the expressed understanding that the signature does not indicate agreement with the contents. The teacher does have the right to submit a signed written response to such material and his/ her response will be reviewed by the appropriate supervisor(s) and attached to all copies. In the event a teacher refuses to sign any document related to his/her performance or evaluation prior to placement in his/her file, the Association will be notified of the same in writing and the signed written response will fulfill the requirement for review by the teacher.

3. All documents, communications, and records dealing with processed grievances of this contract shall be filed separately from the personnel files of the participant and shall not be forwarded to any prospective employer of the grievant.

E. Just Cause: No teacher will be given a written reprimand without just cause. No member of the bargaining unit who is on continuing contract shall be disciplined, suspended, dismissed, and/or failed to be re-nominated or re-elected without just cause.

F. Coverage of Additional Classes: The School District may assign each teacher during a preparation period of that teacher to cover an additional classroom in an emergency. For all teachers, the maximum number of substituting duties will be 180 minutes per school year, per teacher. Any teacher required to cover more than

180 minutes per school year shall be reimbursed that portion of his/her per diem pay equal to the time of additional coverage at the respective school.

G. Attendance at District Hearings: Any teacher who is required by the District to attend School District hearings during non-teaching hours shall be paid at a rate of 1/186th of the teacher's salary for each day of attendance.

H. Evaluation: Teacher evaluations shall be conducted fairly, openly, and in a procedurally consistent manner throughout the District and with full knowledge of the teachers; however, the administration may consider information obtained from walk-throughs and other informal observations conducted by an administrator that are not announced in advance, with feedback provided in a timely manner. Teachers who receive unsatisfactory evaluations from administrators will be offered peer and administrative consultants to work with them to improve performance prior to a final evaluation.

I. Notification of Performance Deficiencies: If, in the judgment of the administration, deficiencies exist in the performance of a teacher on continuing contract that could result in termination of employment or other disciplinary action, the teacher shall be notified in writing. The administration shall clearly state in writing the deficiencies, suggestions, or directions for improvement, and a reasonable length of time for correction.

J. Disciplinary Conference: In the event disciplinary action is taken, any teacher may have a representative of the Association present during a disciplinary conference or hearing. When possible, teachers will be notified in advance prior to any disciplinary conference or hearing.

K. Duty Free Lunch and Planning Time: No teacher shall do lunch duty (cafeteria or lunch recess) except on a voluntary or paid basis.

Teachers who provide direct instruction to students on a daily basis will receive uninterrupted planning time for individual classroom preparation on a daily basis.

L. Assignment Notification: Every effort shall be made to notify teachers no later than April 30th of any change in teaching assignment for the next school year, including the school or schools to which they will be assigned, the grade and/or subject they will teach, and any special or unusual classes which may require special preparation beforehand. When changes in assignment are necessary, the preferences of the individual teacher with respect to grade and/or subject assignment will receive the fullest consideration.

M. Class Size: The Pelham School Board acknowledges the educational value of favorable student- teacher ratio when establishing class size. To that end, the Board and administration will make every effort to follow the following guidelines for

maximum class size:

Kindergarten	18
Pre-Kindergarten	16
Grades 1-3	22
Grades 4-8	25
High School	25
Lab Classes	25

N. Safe Environment: Teachers will have a safe environment in which to work. In the event that testing of the environmental quality of any or all of the Pelham Schools is performed, copies of results and an explanation will be sent to the PEA Executive Board on or before ten (10) working days from their receipt by the School District. Using designated faculty rooms and faculty lavatories to perform hygiene or medical procedures, except in the cases of emergencies, will not occur.

O. Medical Procedures: Teachers will not be required to perform personal hygiene or medical procedures for any student, unless it is a specific expectation attendant to an individual's particular position, which will be known and understood at the time of hiring, or unless the individual has volunteered to do so.

P. Posting of Positions: The Board shall post all teaching, extra-curricular, summer tutoring, and other summer employment that is planned prior to the closing of the school year, and part-time employment that occurs before or after the regular school day. Such positions shall be posted in all three schools for ten (10) working days unless specific circumstances call for filling a vacancy within a shorter period.

Q. Vacancies: Team leader, department head and dean positions shall be declared vacant and open for application by qualified members of a department or team every three (3) years.

R. Systemic Change: When changes of a systemic nature are being planned and implemented, every effort will be made to give affected teachers time during the school day, other than individual planning or lunch periods, to plan, provide input, and collaborate over these plans.

S. Inclusion:

a. Release time will be provided for the sending and receiving teachers to be participants in the development of an I.E.P. for which they will have responsibility.

b. Classroom teachers will have an opportunity for input into the instructional assistants assigned to students in their classrooms.

c. Teachers will be compensated for attendance at special education meetings scheduled before or after the school day and during non-contract days

at a rate of $27.50 per hour.

T. DC Chaperones: Eighth grade teachers who participate in the class trip to Washington, D.C. shall be paid a stipend of$400 for the week. If the administration permits a teacher from another grade level to participate as a teacher, that teacher also will receive the stipend.

U. CPR: When the District uses a school nurse to teach CPR and first aid to District employees, the school nurse shall be paid a stipend of $27.50 per hour, not to exceed $500. However, the District may use resources instead of the school nurse (e.g, Pelham Fire Department) to teach CPR and first aid to District employees.

V. Community Night: A teacher who participates in Community Night shall be paid $27.50 per hour, up to a maximum of two hours.

ARTICLE VI – SICK LEAVE

A. Teachers shall be credited with fifteen (15) days of sick leave at the beginning of each year. Sick leave shall be applicable on all duty days of the teacher and may be used for the care of an immediate family member and/or a member of said teacher's household against future sick leave days which may be earned during that year.

B. If a teacher needs more sick days than he/she has earned, unearned sick leave may be charged. If the teacher resigns or takes leave of absence before the end to the year, unearned sick leave days shall be regarded as lost time, with appropriate deductions made from the final salary check.

C. Unused sick leave shall be accumulated to a maximum of ninety (90) days. Employees whose accumulated total of sick leave days exceeds ninety (90) days as of June 30, 1982 will retain their accumulated total.

D. The Board shall inform each teacher, upon request, of the amount of sick leave he/she has accumulated no later than the second pay period of each school year.

E. To be eligible for sick leave payments, an employee may be required to furnish satisfactory medical proof of illness or disability. In such cases, the Board would require the teacher to be examined by doctor(s) selected by the Board or the employee. If the teacher selects his own doctor(s), the expense of the examination will be paid by the employee. If, however, the employee chooses to go to the Board's doctor(s), the Board will pay the cost of the examination. If the employee is examined by a doctor(s) of his own choosing, the Board may still require further examination by doctor(s) of its own choosing. The further examination shall be at the Board's expense.

F. Teachers injured as a result of a willful, violent act while performing their

professional duties, shall not be penalized through loss of sick days or compensation. Any differences between an employee's salary at the time of injury and compensation paid by Worker's Compensation insurance, shall be reimbursed to the employee by the District.

The District shall reimburse all insurance deductibles and co-payments incurred by the injured employee. All sick days used by the injured employee shall be deducted from the District sick bank.

G. Sick Leave Bank:

1. Employees who have completed one or more years of service to the School District shall be eligible to participate in a sick leave bank. Each eligible employee who elects to participate in the sick leave bank shall donate one day from the fifteen (15) sick leave days credited each year until the sick leave bank accumulates 150 days. If at any time thereafter the sick leave bank reaches a level of fifty (50) days, then every teacher who has elected to participate in the sick leave bank shall donate one sick leave day to the bank. Unused sick leave days in the bank at the close of the school year will carry over into the next year. Any teacher who wishes to rescind a prior election to participate in the sick leave bank may do so by submitting a letter to the Superintendent or his/her designee wherein the teacher specifies that he/she no longer shall participate in the sick leave bank.

2. A teacher who has elected to participate in the sick leave bank may request sick leave benefits from the bank if (1) the teacher has exhausted all his/her accrued sick leave; (2) the teacher is not eligible to receive long-term disability insurance payments; (3) the teacher presents physicians' statements and/or such other satisfactory medical evidence of disability or illness as the Sick Bank Administrative Committee may require; and (4) the Sick Bank Administrative Committee approves the request for sick bank leave. No employee may receive more than forty (40) days from the sick leave bank in any school year.

3. The Sick Bank Administrative Committee shall administer the sick bank. The Committee shall consist of two members appointed by the Association and one member appointed by the School Board. The Committee shall determine which applicants for sick bank leave are qualified to use the bank, how many days each applicant may use, and what information applicants must provide to the Committee. Decisions of the Sick Bank Administrative Committee shall be final, and shall not be subject to the grievance procedure.

H. Each teacher shall receive two (2) additional day's pay at the end of any half year period during which he/she does not use any sick leave or personal leave. Teachers not using sick leave or personal leave for the entire school year will receive a fifth (5th) day salary. This provision is not affected by the teachers' contribution to the sick bank. Payment will be made within four (4) weeks after the end of the first half-year

period and by June 30 for the second one-half year period.

I. Severance - A teacher who is eligible for retirement in the New Hampshire Retirement System and retires from the Pelham School District after fifteen (15) years of continuous service (except leaves of absence as approved by the School Board) shall receive reimbursement for all unused sick leave at $75.00 per day, not to exceed $6,750.00.

J. Long Term Disability Insurance - After an employee has been totally disabled for a continuous period of ninety (90) days or the expiration of accumulated sick leave whichever comes later, the plan pays a monthly benefit of two-thirds (2/3) of basic monthly earnings to a maximum benefit of $5,000 per month. The benefit duration is as set forth in the long-term disability insurance policy. If the School District changes the long term disability insurance carrier or plan, the new carrier or plan shall have the same or better benefits. Each member of the bargaining unit shall be provided a copy of the long term disability policy.

ARTICLE VII – PAID LEAVE OF ABSENCE

A. Bereavement in the immediate family up to three (3) days per occurrence during the school year shall be granted with pay to any teacher due to death in his/her immediate family. "Immediate Family" shall mean a teacher's spouse, child, parent, brother, sister, parent-in-law, son-in-law, daughter-in-law, grandparent, grandparent-in-law, grandchildren, brother- in-law, sister-in-law, aunt, uncle, niece, nephew, cousin, or any "relative" living in the household of the teacher. Unused bereavement leave may not be carried over to succeeding school years.

Teachers will notify their principal when using bereavement leave.

Bereavement in the immediate family may be extended to up to two (2) additional days without loss of pay for bereavement leave based upon the individual leave as determined and approved by the Superintendent of Schools.

B. Personal Leave - A teacher may request up to three (3) days of personal leave per year without loss of salary. Such request will be made in writing to the Superintendent's office at least twenty-four (24) hours in advance except in emergencies. The teacher shall not be required to state any reason for two (2) of these three days of personal leave. This leave shall be granted to those requiring it for personal business and emergencies, which can only be conducted during school hours.

C. Jury Duty Leave - A teacher called to appear for jury duty during school hours shall be compensated the difference between the pay received for jury duty and his/her regular pay.

D. Absences – For all absences other than those specifically authorized in advance by the Superintendent or for which provision is made in Section A, B or C above, a deduction will be made for each day of absence at the rate of 1/186 of the teacher's salary.

Under no circumstances should any teacher be absent from school without the advance knowledge of the building principal. However, when it is impossible to give advance notice of his/her absence, the teacher must do so as soon as possible.

E. Professional Leave - Professional leave may be granted to attend workshops, conferences, seminars, and visitations to other schools of up to three (3) days per year, but with no more than a maximum of five (5) teachers being absent from school on any one day providing at least one does not require a substitute. These activities must be directly related to the teacher's certification area(s) and must have prior approval of the Superintendent.

In addition to the types of paid leaves of absence noted above, leave of up to three (3) additional days may be granted by securing permission from the Superintendent or his/her designees in a manner consistent with the procedures suggested in Paragraph B of this Article, said permission not to be unreasonably withheld, for a teacher to conduct the business of the Association without loss of pay; provided nevertheless, that when such leaves of absence are granted, the Association agrees to reimburse the Board for the costs of any substitutes which have to be hired to replace the teacher(s) granted such leave to conduct business of the Association.

F. Grant Writing Leave - A teacher may be permitted up to two (2) days of paid leave for the purpose of writing a grant. The grant proposal must be directly related to the teacher's present teaching responsibility or specifically address a district or building goal. Grant writing leave must have prior approval of the Superintendent, and granting of such will be at the sole discretion of the Superintendent.

ARTICLE VIII – UNPAID LEAVE OF ABSENCE

A. The Board will consider requests for all leaves of absence, without pay or benefits submitted by teachers who have completed at least one (1) year of service in the Pelham School District. All leaves which are granted shall be in writing specifying beginning and termination dates of said leave.

B. Child-rearing leave of up to one (1) year will be granted, without pay or other benefits, to teachers to care for newborn or newly adopted children. Except in cases of emergency, the teacher shall give at least thirty (30) days' notice prior to the date on which the leave is to begin.

Return from child-rearing leave shall coincide with the expiration date indicated on the teacher's leave request as approved by the Board.

A teacher on an approved child-rearing leave of absence may request that the leave be terminated earlier than requested and approved. Such a request must be based upon unusual circumstances beyond the teacher's control and must be in accordance with the following procedure:

Teachers must notify the Superintendent of the desire to terminate the leave within sixty (60) days of his/her anticipated date of returning. In any event, the teacher may not return early from an approved child-rearing leave of absence other than at the beginning of the educational period in each school (i.e., either at the beginning of the quarter or a semester) unless the Superintendent approves the teacher's early return from leave.

C. Leave of absence without pay or benefits shall be granted to any teacher who is absent due to service in any branch of the uniformed services of the United States. Reinstatement rights shall be governed by the Uniformed Services Employment and Re-employment Rights Act.

D. Other requests for leave of absence, such as, but not limited to, elective office, health, family illness or study, may be granted at the discretion of the Board.

E. Extensions, renewals, or modifications of leaves may be granted upon the teacher's written request to the Superintendent of Schools and the Superintendent's recommendation to the Board and subsequent Board approval. Said leave, if granted, shall be in writing.

F. All benefits to which a teacher was entitled at the time his/her leave of absence commenced and which are in effect for teachers, including unused accumulated sick leave, shall be restored to him/her upon his/her return. In order to insure that pupils are taught by teachers working within their areas of competence, a teacher returning from a leave of absence will be assigned to a position within the scope of his/her certification as determined by the Superintendent. Failure to return from a leave at the expiration date will be considered as a resignation unless such leave has been extended by the Board.

G. All employees on an unpaid leave of absence must notify the Superintendent of Schools no later than April 15 of their intent to return to the employment of the School District for the succeeding year. The Superintendent will send one notice to such employees, prior to February 15 stating Article VIII, Section G.

ARTICLE IX – SABBATICAL LEAVE

A. A full-time teacher who has completed seven (7) full-time equivalent years of service. (Example: 6 years of full-time employment and 6 years of half-time employment equals 9 years of full-time equivalent years of service.) with the Pelham School District may

be granted a sabbatical leave for the purpose of approved full- time graduate study in an accredited college or university or for an approved activity based upon a written proposal describing the intended activity and the benefits that would accrue to the individual's class, school or school district. Such activities may include, but may not be limited to, research, curriculum development, teacher exchange programs, preparing work for publication, or coordinating/facilitating a school program. The term of the sabbatical leave shall coincide with the regular school year (July 1 to June 30). A maximum of two (2) teachers shall be eligible to participate in the Sabbatical Leave Program in any school year. Teachers who have applied and otherwise qualify, and meet the conditions described in this paragraph, shall be granted such leave consistent with the provisions of Article IX.

B. Written requests for sabbatical leave must be received by the Superintendent no later than October 1 of the year prior to the year for which leave is requested. A detailed summary of the intended plan of study or a complete description of the proposed activity shall be submitted to the Superintendent with the written request.

The Superintendent will make recommendations to the Board by October 30, and the teacher selected shall accept or reject this appointment on or before March 1. Upon request of the teacher selected for this leave, the acceptance/rejection date may be extended for cause by the Superintendent.

C. The compensation for a teacher on full-year sabbatical leave shall be one-half (1/2) the salary that would have been received the coming year, i.e., the teacher on sabbatical leave will advance one (1) step on the salary schedule in effect during the term of his/her leave and receive one-half (1/2) that amount. Teachers on half-year sabbatical shall be compensated the full salary that would have been received the coming year.

The continuation of fringe benefits during sabbatical leave is contingent upon the teacher's continuing his/her required contributions.

Upon return from a sabbatical leave, a teacher will be placed on the salary schedule on the step following the one on which he/she last taught. His/her position upon returning to the School District shall be the one that best services the School District as determined by the Superintendent, provided that he/she shall not be assigned outside the area of his/her certified qualifications. However, nothing in this Article shall prohibit the School District from eliminating the teacher's position.

As a condition of the sabbatical leave and in consideration of the payments made by the Board to the teacher during his/her leave, the teacher must file with the Superintendent an agreement, which stipulates that he/she will return to the Pelham School District for at least two (2) full years at the conclusion of his/her sabbatical leave or reimburse the District the full amount received as salary during the

sabbatical leave, in equal amounts monthly over a four-year period.

ARTICLE X – PROFESSIONAL IMPROVEMENT

A. The Board shall reimburse the full cost of tuition, textbooks, meals, and an allowance for miles at $.40 cents per mile incurred in connection with any course, workshop, conference, in-service training session or other such session, which a teacher is required and/or requested by the administration to take as part of a work assignment during school hours.

B. Teachers taking either on-line or traditional courses from an accredited university or college in their assigned areas during their employment with the Pelham School District shall receive reimbursement for eight (8) credit hours of reimbursement during a given fiscal year. If funds remain unencumbered as of June 1, teachers may apply to receive reimbursement for more than eight (8) credits. Such application shall be submitted by June 15. The course(s) must be approved by the Superintendent no more than six (6) weeks prior to the beginning of the course. Reimbursement shall be made at the current UNH per credit rate. The Board shall budget $59,000 per year for course reimbursement. Course reimbursements will be available on a first-come, first-served basis until the funds appropriated have been exhausted.

C. Teachers shall also be reimbursed for workshops and seminar costs up to $250 per teacher, per school year, upon the prior approval of the Superintendent. The Board shall budget $22,000 each year for the cost of workshop and seminar reimbursement. Any funds not used will apply to reimburse teachers those expenses, which are greater than $250, on a first-come, first-served basis.

Any workshops and seminars which are provided by the staff development program in the Pelham Schools shall not be reimbursable, since they are provided free of charge.

D. The Pelham School District will endeavor to offer opportunities for teachers to earn recertification credits as defined in the staff development guidelines.

E. Reimbursement for courses will be made after the teacher presents evidence of successful completion (B- or better) or a passing grade if a Pass/Fail system is in effect and a receipt indicating the tuition charges have been paid by the teacher.

Summer school credits, workshops, and seminar costs will be reimbursed after school starts provided the teacher has been in the employ of the Pelham School District the preceding school year.

F. Salary track changes will be made effective twice a year on September 1st and February 1st. Teachers will request a change one (1) year prior to the effective date of the change.

ARTICLE XI – INSURANCE PROVISIONS

A(1). The Board shall offer the following plans or the substantial equivalent: Blue Choice 2-tier POS plan with $20 office visit copay, Access Blue HMO plan with $20 office visit copay, and AB15/40IPDED plan. The prescription coverage for each plan will be R10/25/40M10/40/70

(2) For teachers who select BC2T20, the District shall pay 85% of the premium, and the teacher shall pay 15% of the premium.

(3) For teachers who select AB20, the District shall pay the same dollar amount that it pays toward the premium for the BC2T20 plan, and the teacher shall pay the difference.

(4) For teachers who select AB15/40IPDED, the District shall pay 95% of the premium, and the teacher shall pay 5% of the premium.

(5) The Board's payment is conditioned upon the teacher completing his/her contractual obligations.

B. In the event the Board or the Association wish to change to another insurance carrier or plan, that change will only become effective upon the mutual agreement of both the Board and the Association.

C. Should a teacher elect not to subscribe to the medical insurance plan for a full school year, the teacher shall be paid the sum of $3,000 for that school year. Payment will be made on or about June 1st of the year in which the teacher elects not to subscribe. The teacher must present proof of medical insurance in order to elect not to subscribe to the medical insurance plan. The amount of this payment will be prorated for any part-time teacher who is contracted at 0.5 full-time equivalent or more.

D. The Board shall pay 100% of the premium cost to the teacher for term life insurance (including accidental death and dismemberment) for an amount equal to the nearest $1,000 annual salary or $25,000, whichever is greater.

E. The Board will continue to provide Worker's Compensation coverage for teachers.

F. A teacher on an unpaid leave may continue all insurance benefits at the group rate provided the teacher pays the total cost of said insurance. This payment shall be a prepayment of premiums on a monthly basis.

G. Each year, the Board shall pay the full cost of the single Delta Dental plan, and 80% of the 2-person and family plans.

The following coverages are included:

A - 100%
B - 80%
C - 50%
D - 50%

No deductible, $1000 contract year maximum per person.

H. A teacher who is eligible for retirement in the New Hampshire Retirement System and retires from the Pelham School District, shall be offered the option of maintaining membership in the group's medical insurance plan. If the retiring teacher chooses to remain a part of the insurance plan, he/she shall assume full financial responsibility for maintaining his/her membership.

I. Subject to the insurer's permission, the insurance benefits of teachers who are contracted at 0.5 full-time equivalent or more shall be prorated.

ARTICLE XII – STANDARD CLAUSE

Except as this Agreement shall otherwise provide, all terms and conditions of employment in effect at the time this Agreement is signed, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any teacher benefit existing prior to its effective date.

ARTICLE XIII – SAVINGS CLAUSE

If any Article or part of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or part should be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or part. Failure of the Parties to agree on such issue shall not affect the remainder of the Agreement. If such replacement is determined by the force holding the Article or part of this Agreement invalid, the Parties will not meet and enter into negotiations over the issue.

ARTICLE XIV – VOLUNTARY DEDUCTIONS

A. It is agreed by and between the Pelham School District and the Pelham Education Association that upon receipt of written authorization, signed by the teacher, the Board shall deduct an amount to provide ten (10) consecutive payments of dues for membership in the Pelham Education Association, New Hampshire Education Association, and the National Education Association from the regular salary check of such teacher, each month and that the amounts so deducted pursuant to such authorization of the teacher shall be promptly remitted directly to the Pelham

Education Association.

B. It is further agreed by and between the Pelham School District and the Pelham Education Association, that such authorization for deduction of dues shall continue in full force and effect with the Pelham School District until the teacher submits a written revocation of such authorization to the Board not less than thirty (30) days prior to the effective date of such written revocation.

C. It is further agreed that the Association releases and discharges the Pelham School District from any and all liability whatsoever arising as a result of the remittance of any money to the Association under the provisions of this Article.

D. Payroll deductions shall be made available to all employees covered by this Agreement, by the Service Federal Credit Union and deductions for tax-sheltered annuities.

E. The Parties agree that all employees in the bargaining unit should share in the costs of negotiating and maintaining the Master Agreement. Therefore, teachers who are not members of the PEA shall be required to pay a fair share fee, not to exceed actual membership dues. This fee will be payroll deducted in accordance with the other provisions in the Article. It is understood that teachers who were employed and were non-members at the time the Agreement was signed on November 10, 1987 shall be exempt from payment of this fair share fee.

ARTICLE XV – ASSOCIATION RIGHTS AND PRIVILEGES

A. The Association will have the right to use school buildings, facilities, and equipment at reasonable times when scheduled in advance with prior approval of the principal.

B. Twice during each month of the school year, members of the Association Executive Board will be released at the dismissal time of their respective students in order to meet and conduct Association business provided that the Superintendent has granted approval. Approval shall not be unreasonably denied.

ARTICLE XVI – GRIEVANCE PROCEDURE

The Parties of this Agreement, recognizing that honest differences do arise from comprehensive agreements such as this and that fair, peaceful resolution of such differences is in the best interest of the Pelham School District, set forth the following procedure to be used by employees governed by this Agreement whenever a difference as to the meaning of any part of this Agreement arises.

A. Definition. A "Grievance" shall be any claim by a teacher and/or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, except that the term, "Grievance" shall not apply to any matter as to which the School Board is without authority to act. A grievance to be considered under this procedure must be initiated within thirty (30) calendar days of its occurrence, or thirty (30) days of when the employee should have reasonable knowledge of its

occurrence.

B. Initiation and Processing.

1. Failure, at any step of this procedure, to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to appeal a grievance to the next step. Failure to proceed within the specified time limits initiation and processing shall be deemed to be acceptance of the decision tendered at that step.

a) Level One - Principal.

1. Any teacher who has a grievance, shall discuss it first with his/her immediate supervisor or building principal, if applicable, in an attempt to resolve the matter informally at that level. The teacher shall state at the meeting that this is Level One of the grievance process.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, he/she shall set forth his/her grievance in writing to the principal specifying:

   (a) the nature of the grievance and date occurred;
   (b) the nature and extent of the injury, loss or inconvenience;
   (c) the results of previous discussions;
   (d) his/her dissatisfaction with decisions previously rendered. The principal shall communicate his/her decision to the teacher in writing within three (3) school days of receipt of the written grievance.

3. Grievances arising out of decisions made by the Superintendent or the School Board may bypass Level One and be submitted initially at Level Two.

b) Level Two - Superintendent.

The teacher, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent. The appeal must be made in writing, reciting the matter submitted to the principal, as specified above, and his/her dissatisfaction with decisions previously rendered. The Superintendent shall meet with the employee to attempt to resolve the matter, as quickly as possible, but within a period not to exceed five (5) school days. The Superintendent shall communicate his/her decision in writing to the employee, the principal, and the immediate superior or department head, if applicable, within five (5) school days.

c) Level Three.

If the grievance is not resolved to the grievant's satisfaction at Level Two, he/she may either request a review by the Board or request that the Association submit the issue to arbitration. Arbitration shall be advisory only.

IF HE/SHE SUBMITS THE ISSUE FOR REVIEW BY THE BOARD, THE FOLLOWING PROCEDURE SHALL BE FOLLOWED.

Such request must be made within five (5) school days after receipt of the Superintendent's decision at Level Two, and shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board.

The Board shall hold a hearing with the grievant within twenty (20) calendar days of the receipt of the appeal. Within twenty (20) calendar days of the close of the hearing, the Board shall render a decision in writing and forward copies of the decision to the grievant and to the administrators involved at the previous steps of the grievance procedure and the President of the Association.

IF HE/SHE SUBMITS THE ISSUE TO ADVISORY ARBITRA.TION, THE FOLLOWING PROCEDURE SHALL BE FOLLOWED:

He/she shall notify the Association within five (5) school days of the receipt of the Superintendent's decision. If the Association determines that the matter should be arbitrated, it shall, in writing, so advise the Superintendent within ten (10) school days of receipt of the grievant's request. The Parties will then initiate a request for arbitration pursuant to the rules of the American Arbitration Association, which are hereby incorporated into this Agreement. In the event the Association, in its sole discretion, determines not to submit the grievance to the advisory arbitration, the grievant may within five (5) school days of receipt of the Association's decision submit the grievance to the School Board for hearing as outlined above.

The Parties will then attempt to agree upon a mutually satisfactory third party to serve as an arbitrator. If no agreement is reached within five (5) calendar days, either party may request the American Arbitration Association, pursuant to its rules, that a roster of persons qualified to function as arbitrators be submitted to both the Association and the School Board, through the Superintendent of Schools.

The arbitrator shall limit his/herself to the issues submitted to him 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 of the provisions of this Agreement.

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. After due consideration of the arbitrator's advisory recommendations for settlement of a grievance, the School Board shall make a decision on the issue and so advise the grievant and the Association in writing. If the School Board fails to make a decision on the arbitrator’s advisory opinion within thirty (30) calendar days from receipt of the opinion, the School Board's non- action

shall be deemed to be acceptance of the arbitrator's report, and that report shall then become binding.

The costs for the services of the arbitrator, including per diem expenses, if any, 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 expenses incurred shall be paid by the party incurring same.

The Association recognizes the difficulty the Board encounters in dealing with grievances during the months of July and August. Towards this end, the Association agrees that for any grievance filed between June 30 and August 28, the term, "school days" throughout the grievance procedure should be changed to, "non-weekend calendar days".

C. Right of Teachers to Representation.

1. An aggrieved person may be represented at Levels 2 and 3 of the grievance procedure by himself/herself, or at his/her option by the Association.

2. When a teacher is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent, or any higher level, have the right to be present and present its position in writing at all hearing sessions held concerning such grievances and shall receive a copy of all decisions rendered.

3. The Board and the Association shall assure that the Parties in interest and witnesses are guaranteed freedom from restraint, interference, coercion, discrimination, or reprisal with respect to the processing of a grievance.

D. Uniform Interpretation of Regulations. All rules and regulations applying to teachers shall be interpreted and applied uniformly throughout the District.

ARTICLE XVII – REDUCTION IN FORCE

A. When it is determined to reduce the number of professional teaching staff, the following procedure will be utilized:

1. As soon as a reduction in force is being considered by the School Board, the President of the Association shall be notified in writing, specifying the nature of the proposed reduction.

2. Reductions will first be accomplished by attrition: resignations, retirements, etc.

3. If more reductions in force are necessary, then part-time staff shall be laid off.

4. If further reductions are necessary, then teachers shall be laid off based on the following classifications:

    a. Grades K-5;

b. Grades 6-8;
c. Grades 9-12 (Business, English, Foreign Language, Home Economics, Industrial Arts, Math, Science, Social Studies);
d. Specialists, Grades K-12 by the following subject areas: Art, Music, P.E., Library/Media, Guidance, Nurses and Enrichment/Technology; and
e. Special Education (by areas of Certification).

5. Within these classifications, probationary teachers shall be laid off first. If further reductions are necessary, then teachers on continuing contract will be laid off. A continuing contract teacher is one who qualifies for notice, reasons, and a School Board hearing under the provisions of RSA 189:14a. Among continuing contract teachers, the following criteria will be utilized: Seniority, Certification, Academic and Professional Preparation, and Job Performance. Seniority is defined as the total years of uninterrupted service to the Pelham School District within a bargaining unit position. Approved leave or transfers to non-bargaining unit positions shall not result in loss of previously accrued seniority. However, resignation shall terminate all previously accrued seniority.

6. If a teacher on continuing contract is determined to be laid off due to a reduction in force in his classification, said teacher will be considered for positions held by probationary teachers.

B. Teachers shall be recalled in reverse order of layoff for any open position within the classification in which the layoff occurred. Only continuing contract teachers shall be eligible for recall rights. The same conditions as A.4 shall apply to recall.

1. Laid off teachers shall be eligible for recall for a two-year period following their final date of employment.

2. Teachers shall be responsible for notifying the Superintendent in writing of their current address.
Recall notices shall be mailed certified, return receipt request.

3. Teachers shall have twenty (20) business days to respond to any recall notice. Failure to accept recall to a permanent full-time position shall terminate the teacher's rights under this Article.

4. No new employees shall be hired for any vacancy within a classification while there are laid off personnel from those classifications available to fill those positions.

5. Recalled teachers shall retain previous seniority and other accrued contract benefits, such as accumulated sick leave.

ARTICLE XVIII – ADMINISTRATION SELECTION COMMITTEE

In the event that a committee is created by the Superintendent to take part in the selection process to fill a vacancy in a principalship or assistant principalship, the Board agrees that such a committee will include teacher representation chosen by the Association from the faculty of the affected school. If a committee is not created,

teacher representatives from the affected school will be given an opportunity to meet with the Superintendent for the purpose of giving input into the selection.

Any committee or group taking part in the selection process to select a principal or assistant principal will include a teacher representative specifically chosen by the Association for this purpose from the teaching faculty of the affected school.

ARTICLE XIX - DURATION

A. The provisions of this Agreement will be effective as of September 1**,** 2016, and will continue and remain in full force until August 31, 2019.

B. Any individual contract between the Board and an individual teacher heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

C. This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

D. Monetary compensation agreements will be found in Appendices A & B.

E. Copies of this Agreement between the Pelham School District and the Pelham Education Association, NHEA-NEA, shall be printed within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board. Further, that the Board shall furnish thirty (30) copies of the Agreement to the Association for its use. The Parties will share the expenses for this printing.

ARTICLE XX – RETIREMENT SEVERANCE

A. Experience and Eligibility. Bargaining unit members covered by this Agreement who have at least twenty (20) years of service, a minimum of fifteen (15) with the Pelham School District in one or more of the job classifications defined in Article 1, and who are at least fifty (50) years of age, are eligible for this benefit upon retirement from professional service through the N.H. State Retirement System.

B. Notice of Intent. Notice of one's intention to retire under this plan must be submitted in writing to the Superintendent of Schools no later than September 30th of the year prior to the year in which retirement is intended (this is approximately a 22 month notice). Exceptions to this deadline will be made for hardship/emergency/ unforeseen circumstances at the sole discretion of the Board and with a waiver of the notification period by the Pelham Education Association.

C. For those who qualify under Article XX(A) and who have completed at least ten (10) years of service to the Pelham School District by July 1, 2007, the retirement benefit will

be as follows:

20 years of service:	25% x last salary x 2 years
21 — 25 years of service:	35% x last salary x 2 years
26 or more years of service:	45% x last salary x 2 years

The individual may choose to accept the first year's payment in a single sum to be paid by the District by June 30 in the year of retirement with the second installment to be paid thirteen (13) months later.

OR

Same Service Years/Percentage Chart, as outlined above, for the first year, and an amount contributed annually towards the cost of the employee's medical and dental insurance equal to the annual amount being paid by the District during the year of retirement. Such annual payment to continue until the employee reaches age 65. The liability of the School District is capped at 100% of the premium in any year for health and dental insurance.

D. For those who qualify under Article XX(A) and who have not completed at least ten (10) years of service to the Pelham School District by July 1, 2007, the retirement benefit will be as follows:

20 years of service:	25% x last salary x 1 year
21-25 years of service:	35% x last salary x 1 year
26 or more years of service:	45% x last salary x 1 year

E. Definitions.

Years of Service. Years of full-time equivalent employment for a full school year. (Example: A teacher with sixteen (16) full years of full-time employment and ten (10) full years of half-time employment has twenty-one (21) years of service.)

Insurance Benefits. Except as noted in Article XX (C), employees retiring shall receive the same medical and dental insurance benefits as set forth in Article XI (A) and XI (G) provided under this agreement with respect to such insurance until said employee attains the age of 65. Said insurance will be provided at the expense of the retired employee and not the District.

Last Salary. Last Salary shall mean that amount earned in: (a) teaching salary as determined by the face amount of the teacher's contract in the years of retirement; (b) any PCM earnings earned in the year of retirement; and (c) Board approved special assignment contracts.

Survivors Payment. Should an employee, who has elected to retire under this article, die prior to receiving any payment described in Article XX(C), to which they are entitled, the District will make the agreed payments in accordance with that schedule.

F. District Obligation.

If there are applicants, at least three (3) requests per year shall be approved by the School District. Those bargaining unit members with the greatest seniority within the District will be given first consideration. The District will notify applicants by November 1 whether their application is among the minimum three (3) approved requests. For applicants who are not approved by November 1, the District will notify them by May 1 whether the District will approve more than three (3) applications and, if so, whether their applications are approved. If a person is not granted early retirement for the year of initial request and he/she reapplies for the following year, that person will be given preference, however, for a person whose year of initial request is 2018 or after, if that person is not granted early retirement for the year of initial request and he/she reapplies for the following year, that person will be given preference among applicants with equal District seniority. However, bargaining unit members whose applications are among the minimum three (3) approved by November 1, shall be prohibited from receiving benefits under this Article for two (2) years if they subsequently withdraw their notice of intention to retire.[1]

G. Persons taking advantage of this program would waive rights to severance benefits as described in Article VI (I).

APPENDIX A – SALARY SCHEDULE

2016-17 Salary Schedule							
Step	B	B+12	B+24	M	M+15	M+30	C/D/2M
1	38,060	38,760	39,760	41,460	42,460	43,460	45,460
2	38,560	39,260	40,260	41,960	42,960	43,960	45,960
3	39,060	39,760	40,760	42,460	43,460	44,460	46,460
4	39,560	40,260	41,260	42,960	43,960	44,960	46,960
5	40,060	40,760	41,760	43,460	44,460	45,460	47,460
6	40,560	41,260	42,260	43,960	44,960	45,960	47,960
7	41,560	42,260	43,260	44,960	45,960	46,960	48,960
8	42,560	43,260	44,260	45,960	46,960	47,960	49,960
9	43,560	44,260	45,260	46,960	47,960	48,960	50,960
10	44,560	45,260	46,260	47,960	48,960	49,960	51,960
11	45,560	46,260	47,260	48,960	49,960	50,960	52,960
12	46,560	47,260	48,260	49,960	50,960	51,960	53,960
13	47,560	48,260	49,260	50,960	51,960	52,960	54,960
off-sched.		$1,500	cost of living increase from 2015-16 salary				

[1] For example, if a teacher submits notice by September 2010 of his intention to retire in June 2012 and later withdraws that notice, the teacher may not receive benefits under this Article for a retirement before June 2014. Accordingly, that teacher could next submit notice by September 2012 of his intention to retire in June 2014.

2017-18 Salary Schedule							
Step	B	B+12	B+24	M	M+15	M+30	C/D/2M
1	39,060	39,760	40,760	42,460	43,460	44,460	46,460
2	39,560	40,260	41,260	42,960	43,960	44,960	46,960
3	40,060	40,760	41,760	43,460	44,460	45,460	47,460
4	40,560	41,260	42,260	43,960	44,960	45,960	47,960
5	41,060	41,760	42,760	44,460	45,460	46,460	48,460
6	41,560	42,260	43,260	44,960	45,960	46,960	48,960
7	42,060	42,760	43,760	45,460	46,460	47,460	49,460
8	43,060	43,760	44,760	46,460	47,460	48,460	50,460
9	44,060	44,760	45,760	47,460	48,460	49,460	51,460
10	45,060	45,760	46,760	48,460	49,460	50,460	52,460
11	46,060	46,760	47,760	49,460	50,460	51,460	53,460
12	47,060	47,760	48,760	50,460	51,460	52,460	54,460
13	48,060	48,760	49,760	51,460	52,460	53,460	55,460
off-sched.		$1,500	cost of living increase from 2016-17 salary				

2018-19 Salary Schedule							
Step	B	B+12	B+24	M	M+15	M+30	C/D/2M
1	40,060	40,760	41,760	43,460	44,460	45,460	47,460
2	40,560	41,260	42,260	43,960	44,960	45,960	47,960
3	41,060	41,760	42,760	44,460	45,460	46,460	48,460
4	41,560	42,260	43,260	44,960	45,960	46,960	48,960
5	42,060	42,760	43,760	45,460	46,460	47,460	49,460
6	42,560	43,260	44,260	45,960	46,960	47,960	49,960
7	43,060	43,760	44,760	46,460	47,460	48,460	50,460
8	43,560	44,260	45,260	46,960	47,960	48,960	50,960
9	44,560	45,260	46,260	47,960	48,960	49,960	51,960
10	45,560	46,260	47,260	48,960	49,960	50,960	52,960
11	46,560	47,260	48,260	49,960	50,960	51,960	53,960
12	47,560	48,260	49,260	50,960	51,960	52,960	54,960
13	48,560	49,260	50,260	51,960	52,960	53,960	55,960
off-sched.		$1,500	cost of living increase from 2017-18 salary				

APPENDIX B – EXTRA-CURRICULAR SALARY SCHEDULE

PELHAM ELEMENTARY SCHOOL	STIPEND
Art Club	$715
Band Director	$1,085
Banking Program	$930
Chorus	$770
Computer Club	$650
Drama Club	$650
Homework Club	$1,085
Intramural Jump Rope	$1,116
Intramural Soccer	$1,085
Intramural Volleyball	$1,085
Kids Care Club	$650
Literacy Circle (2 positions)	$982
Math Club (2 positions)	$982

Newsletter	$930
Poetry Club	$1,085
Recorder Club	$1,116
Walking Club (2 positions)	$950

PELHAM MEMORIAL SCHOOL	STIPEND
Art Club	$1,085
Band Director	$1,085
Chamber Ensemble	$1,214
Chess Club	$1,085
Chorus	$1,085
Drama	$2,431
Guitar Club	$1,085
Hiking Club (2 positions)	$1,085
Homework Club	$1,085
Intramural Volleyball	$1,292
Jazz Band	$1,085
Literary Circle	$1,085
Math Club (2 positions)	$1,085
National Junior Honor Society	$1,292
Newspaper Club	$1,085
Science Club	$1,085
Student Council (2 positions)	$1,085
Yearbook	$1,085
Athletic Director	$4,000
Baseball	$2,120
Basketball – Boys	$2,120
Basketball – Girls	$2,120
Cheerleading A Team	$2,120
Cross Country	$2,120
Asst. Cross Country	$550
Field Hockey	$2,120
Golf Team	$2,120
Soccer – Boys	$2,120
Soccer – Girls	$2,120
Softball	$2,120
Track and Field (spring) (2 Positions)	$2,120
Wrestling Team	$2,120

PELHAM HIGH SCHOOL	STIPEND
Academic Decathlon	$1,085
Art Club	$1,085

Band Director	$3,155
Chess Club	$1,240
Creative Writing Club	$1,085
Drama	$3,673
Drama Technical Director	$2,120
FBLA -Future Business Leader	$1,085
Freshman Class (2 positions)	$817
Granite State Challenge	$1,085
Honor Society - Art	$1,292
Honor Society – English	$1,292
Honor Society – French	$1,292
Honor Society - Math	$1,292
Honor Society – Spanish	$1,292
Honor Society – Technology	$1,292
Jazz Ensemble	$1,085
Junior Class (2 positions)	$1,189
Math Extra Help Proctors (2 positions)	$1,085
National Honor Society	$1,292
Asst. National Honor Society (5 positions)	$200
Newspaper Advisor	$967
Peer Outreach	$856
Percussion Ensemble	$1,085
Robotics Club (2 positions)	$2,550
Science Club (2 positions)	$1,085
Senior Class (2 positions)	$1,524
Sophomore Class (2 positions)	$817
Spirit Week Director	$557
Student Government (2 positions)	$2,120
Yearbook	$2,769
Baseball Varsity	$3,673
Baseball Jr. Varsity	$2,120
Basketball Varsity – Boys	$3,673
Basketball Varsity – Girls	$3,673
Basketball Jr. Varsity – Boys	$2,638
Basketball Jr. Varsity – Girls	$2,638
Basketball Freshman – Boys	$1,603
Basketball Freshman – Girls	$1,603
Cheerleading Varsity (Fall)	$2,120
Cheerleading Varsity (Winter)	$2,120
Cross Country (2 positions)	$3,155
Field Hockey Varsity	$3,673
Field Hockey Jr. Varsity	$2,120

Football Varsity	$4,190
Football Jr. Varsity/Assist.	$2,120
Football Assistant (2 positions)	$1,603
Golf Varsity	$2,120
Gymnastics	$3,155
Hockey Coaches	$3,400
Indoor Track – Boys	$3,155
Indoor Track – Girls	$3,155
Indoor Track Assistant	$1,603
Lacrosse Varsity – Boys	$3,673
Lacrosse Varsity – Girls	$3,673
Lacrosse Jr. Varsity – Boys	$2,120
Lacrosse Jr. Varsity – Girls	$2,120
Soccer – Boys Varsity	$3,673
Soccer – Girls Varsity	$3,673
Soccer – Boys Jr. Varsity	$2,120
Soccer – Girls Jr. Varsity	$2,120
Softball Varsity	$3,673
Softball Jr. Varsity	$2,120
Spring Track Head	$3,673
Spring Track Asst. (2 positions)	$2,120
Swimming	$3,155
Tennis – Boys	$3,673
Tennis – Girls	$3,673
Volleyball Varsity	$3,673
Volleyball Jr. Varsity	$2,120
Wrestling Varsity	$3,673
Wrestling Jr. Varsity	$2,638

All teachers will have an equal opportunity to apply annually for any extra-curricular position which becomes available. The position shall be posted at each school in the District for ten (10) contracted days during the school year or ten (10) working days during the summer. All other qualifications being equal amongst the applicants, bargaining unit members who have applied shall be given preference and hired to fill the position.

Upon agreement of the Association and the Board, the stipend for a position that is not filled during a school year may be used for another position during that school year, provided that the amount of the stipend is not increased. Agreeing to do so in one school year shall not bind the Association and Board to do so in subsequent school years.

A stipend for an extra-curricular position may be shared by two or more employees who have agreed to share the position, subject to the principal's agreement.

APPENDIX C - PELHAM COMPENSATION MODEL

The Pelham Compensation Model (PCM) is designed to compensate teachers for performing services and assuming responsibilities that support School District and building goals that are beyond the usual high expectations for Pelham teachers.

It is the Pelham School Board's intention to work with the Pelham Education Association to create an incentive program and design opportunities for work, achievement and professional growth that will enrich work performance while making important contributions to the programs of the District.

It is the goal of the PCM to compensate teachers for performing services and assuming responsibilities that support School District and building goals that are beyond the usual high expectations for Pelham classrooms. The Performance Compensation Model will have four component areas:

Degree/Experience Base Pay
Responsibility Pay
Teacher Grants and Initiatives Program
School Improvement Pay

The PCM will be funded in the amount of $117,500. A report will be generated by each committee and submitted to the Superintendent and the Association to delineate how the funds were distributed by June 15. Monies not expended will be rolled into Professional Development to provide professional development opportunities for teachers.

RESPONSIBILITY POOL

The Responsibility Pool is intended to award payments to teachers for performing specific additional duties as determined by the building principal and teachers in each building. The amount of money will vary depending on the scope and complexity of the work, time involved, quality of the results, and contribution toward building or School District goals. It is understood that all teachers make contributions and assume responsibilities beyond job description and classroom instruction; it is not the intention of the Responsibility Pay component to compensate for all of these.

Each school in the Pelham School District will develop a responsibility pay plan to meet the specific needs, goals, and interests of that school. The building plan is to be cooperatively developed by building principals and teachers and to be placed on file with the Superintendent. The plan should identify the process to be followed and the sums of the payment to be made to the teacher.

PROCESS FOR DETERMINING RESPONSIBILITY PAY

School building teaching staff shall develop a process and the criteria by which responsibility pay will be distributed. Each process shall adhere to the following standards:

1. The process shall be jointly developed by building teachers (as defined in the CBA) and administration, and a copy filed with the Superintendent.

2. The process shall outline how decisions will be made regarding those responsibilities that will be compensated and how monetary compensation will be allocated. These decisions shall be made no later than the eighth (8th) week after the school year has commenced.

3. Decisions regarding the approved responsibilities and monetary compensation shall be disclosed to the entire teaching staff prior to the assignment of responsibilities.

4. Money allocated to each building under this section will be spent solely for the purpose of responsibility pay.

5. Allocation of available monetary compensation will be equitable. Opportunities for participation in the program will be equitable and voluntary.

6. Guidelines — Responsibility pay will be considered in the following situations, but is not limited to these:

- Beyond the scope of the typical job description;
- Committee work;
- Curriculum work;
- Positively impacts/affects students;
- Mentor role for colleagues;
- Draws upon professional skills and knowledge; and
- Additional responsibility during the school day.

Each school will be annually notified each fall of the amount of money available based on the number of teachers assigned to that school.

PROBLEM RESOLUTION PROCESS

Responsibility pay decisions should be made collaboratively at the building. Accordingly, teacher and building administrators should work cooperatively with each other to resolve problems in the implementation of this section.

Members of the Pelham Education Association (PEA) Executive Board and central office administrators may assist to resolve problems if requested. Neither the PEA nor district level personnel can substitute their judgment for decisions made at the building level.

FUNDING

The District will provide each school with a pool of money to support site-based responsibilities based on the total number of teachers assigned to that school.

2016-2017	$76,000
2017-2018	$76,000

Note: Responsibility pay is in addition to activities defined in Appendix B of the Master Agreement by and between the Pelham School Board and the Pelham Education Association.

PAYMENT PROCESS

After a teacher(s) has completed the responsibility for which he/she is to be paid, a payroll authorization form is to be completed and presented to the building principal for signature and submission to the payroll department for processing.

TEACHER GRANTS AND INCENTIVES

Recognizing that teachers cherish creativity, freedom and independence, the goal of the initiatives component is to provide grants to teachers that will enable them to put into practice innovative ideas that extend and enrich the curriculum, including creative arts activities, improve student performance, improve the professional working environment, or improve methods and materials. A wide variety of projects, including but not limited to, independent studies, mentoring/coaching colleagues, the research and planning of interdisciplinary units, research resulting in improved services to students, programs leading to improved student learning, and unique units that extend beyond curricular expectations. Individuals or teams could apply for grants that would access funds for stipends, supplies, and reasonable costs necessary to realize the intended outcome of project. Projects will be approved first by the building principal and subsequently by the PCM Committee. If a proposal is denied at any step, the teacher may appeal the decision at that level. If the proposal remains unfunded the teacher may appeal to the Superintendent, who will make the final decision. All proposals must include a complete description of the initiative, the intended results, and the methods of evaluation outcomes. The procedure for applying will be the responsibility of the PCM Committee and distributed through the PCM building representative. Available monies will be distributed using the standard PCM formulas for stipend(s) and material costs. Teachers will be compensated at an hourly rate of $27.50 for time spent planning and implementing their project up to a maximum of $3,000 for a single project per individual. Complete payment is available for all projects that meet all of the objectives of the stated evaluation. Each school will be awarded funding for a minimum of one proposal which meets full criteria.

FUNDING

2016-2017	$20,750
2017-2018	$20,750

SCHOOL IMPROVEMENT PAY

The school improvement pay is designed to recognize individual and group efforts that improve student performances and promote strong community partnerships. This would include the acquisition and sharing of new skills with colleagues, and special projects that are extensions of the Teacher Grant Incentive Program that have reached their intended outcome and demonstrated a positive impact on student learning and teacher performance. It will allow the school community to determine the value of a program for inclusion in the budget and establish a means on continuing worthwhile endeavors.

Proposals must address one or more of several areas: (1) school goals; (2) improved student performance;
(3) curriculum; and (4) school-community partnerships. This could include:

- the acquisition and sharing of new skills with colleagues;
- new programs or special projects; and
- programs that are extensions of the Teacher Grants and Incentives Program that have reached their intended outcome, which have demonstrated a positive impact on student learning and teacher performance.

In order to receive funding from the School Improvement Pay option, proposals will be determined as a result of a collaborative effort between the teacher(s) and principal. Proposals must be approved by the principal first and then sent to the PCM Committee for approval. If a TGIF program or project has run successfully for two (2) years, the teacher(s) may seek funding for one more year through this component of the PCM Model. The teacher(s) must give evidence of successful implementation, and show how it has improved one or more of the four (4) areas cited above. If a proposal is denied by the principal or PCM Committee, the teacher(s) may appeal the decision to the Superintendent who will make the final decision.

The PCM Committee will set aside $6,000 ($2,000 per school) per year for skills application monies to be made available to teachers who acquire skills that have been identified by the Professional Development Committee as supporting the goals of the School District. The skills and training eligible for such funds will be decided through discussion with the building principal and pending the notification of the PCM Committee. Assessment will be developed by the building principal and will define the required standards for demonstrating these skills. Skills development monies will be awarded to teachers who train colleagues to apply the same skills in their classroom/schools. Payment for training staff will be paid $27.50 hourly, up to $500 for each person who is training during preparation time or before or after school. Staff who are receiving training will receive $27.50 per hour up to a maximum stipend of $200.00 for acquiring and demonstrating proficiency in the skill and $200 for sharing the skill. In the event there

are funds not used or encumbered by March 30th, the PCM Committee may open up the application process for use of the available funds, to be used by June 30th."

FUNDING

2016-2017	$20,750
2017-2018	$20,750

PCM COMMITTEE

The Performance Compensation Model Committee is an integral part of this initiative. As such, it should represent the stakeholders of the Pelham education community (Board, teachers and administration); with a majority representation to teachers, to serve a term of two (2) or three (3) years.

1 School Board member

1 Assistant Superintendent

1 Full time Administrator appointed by the Superintendent

4 Teachers, including one from each building, appointed by the PEA, subject to approval of a majority vote of the teachers in the affected school.

WITNESS our hands this 4 day of May, 2016

PELHAM SCHOOL BOARD

Brian Carton, Chair

Deborah B. Ryan, Vice Chair

Tom Gellar

Megan Larson

David Wilkerson

PELHAM EDUCATION ASSOCIATION

Deb Sawyer

Jeanna Wagner

Jamie Bryant

Kevin Correa

Susan Harden

Darlene Greenwood