

AGREEMENT

BETWEEN

THE PELHAM EDUCATION ASSOCIATION

AND

THE PELHAM SCHOOL BOARD

2024 - 2027

TABLE OF CONTENTS

Article I	Recognition Clause	3
Article II	Definitions	3
Article III	Jurisdiction & Authority of Board	4
Article IV	Negotiations Procedure	4
Article V	Conditions of Employment: Salary Schedule Placement Work Year The School Calendar Review of Personnel Files Just Cause Coverage of Additional Classes Attendance at District Hearings Evaluation Notification of Performance Deficiencies Disciplinary Conference Duty-Free Lunch and Planning Time Assignment Notification Class size Safe Environment Medical Procedures Posting of Positions Vacancies in Team Leader, Department Head, and Dean Positions Systemic Change Special Education Expectations Chaperone Overnights Community Night New Teacher Orientation Resignations Standard Hourly Rate Initiative Training	4
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	14
Article XI	Insurance Provisions	15
Article XII	Standard Clause	16
Article XIII	Savings Clause	16
Article XIV	Voluntary Deductions	17
Article XV	Association Rights and Privileges	17
Article XVI	Grievance Procedure	17
Article XVII	Reduction in Force	20
Article XVIII	Administration Selection Committee	21
Article XIX	Duration	21
Article XX	Retirement Severance	22
Appendix A	Salary Schedule	24
Appendix B	Extra-Curricular Salary Schedule	27
Appendix C	Pelham Compensation Mode	30
Appendix D	Individual Off Schedule Salary Placement	32

AGREEMENT made on March 13, 2024 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 teachers 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 their own behalf on matters relating to their 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, and professionals who are licensed by the Board of Allied Health Professionals (other than nurses).
- 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 teacher with the same years of teaching experience. Notwithstanding any other provision in this Agreement, the Superintendent, at their 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. Teachers hired on or after July 1, 2019, shall not be placed off-schedule.

After initial hire, teachers on the salary schedule who are not yet on the top step will advance one step on the salary schedule each year of this Agreement.

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 teachers, 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 workdays shall include one (1) parent teacher conference day, one (1) classroom set up day, and a minimum of four (4) teacher workshop days.

The teacher workday 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 is changed. Work days and/or work hours will be prorated for part-time employees in accordance with their contracts.

In the event that students are in attendance fewer than 180 days, teachers will be expected to complete and document professional work that is equal to the number of days the students were not in attendance. This work is subject to the advanced approval of the Superintendent and must be completed no later than five days after the last day of school.

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

While the above describes the normal workday, the professional responsibilities of a teacher may require them to perform certain obligations for the benefit of students, parents, and the school. These include, but are not limited to:

- Availability to students and parents on mutually agreeable times
- For attendance at department and other staff meetings designed to provide meaningful professional growth or to clarify school business in general
- To participate in other school related activities at the request of the Administration not to exceed two (2) activities per teacher per year, one (1) of which may be designated by the school principal.

In addition, teachers are encouraged to join and participate in such groups as parent teacher organizations and to provide non-curricular supervisory duty such as chaperoning school dances and fund-raising events.

- 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 early 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 by the Superintendent.

The teacher work day on teacher workshop day(s) shall be of seven (7) hours duration. At least seven (7) hours during a workshop day prior to the beginning of the school year 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 10 calendar days prior to the first contracted work day.

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 and/or guidance counselor may schedule up to three work days before the start of the school year or after the end of the school year in lieu of attending teacher workshop days and parent conferences if the nurse/guidance counselor requests their building principal for permission to do so and the principal agrees. If the principal denies the request, they will provide a reason.

When the last day for students and teachers falls on the same day, students will have an early release day with the remainder of the day devoted to closing classroom and teacher end of the year responsibilities.

D. Review of Personnel Files:

1. A teacher shall have the right to review the contents of their 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 them during such review.
2. No material derogatory to a teacher's conduct or service to the District shall be placed in their personnel file until the teacher has had the opportunity to review the material. The teacher shall acknowledge that they had the opportunity to review the material by affixing their 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 their 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 their performance or evaluation prior to placement in their 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. Any teacher required to cover shall be reimbursed that portion of their per diem pay equal to the time of additional coverage at the respective school. Every effort will be made to use volunteers first and to avoid splitting classes.
- 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. 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. If there are not enough teacher volunteers to fill the lunch duty (cafeteria/lunch or recess) needs, administration may assign teachers on an equitable basis. Every effort will be made to fill those duties using other options.

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

Every effort will be made to limit interruptions during PLC and planning time in the two days before and after the close of term to allow additional time to finalize grades.

- 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. Teachers will be consulted prior to a change in assignment. Teachers may request of their principal or of the Superintendent a change in assignment.
- 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:

Level	Class Size Guideline
Pre-Kindergarten *	12
Kindergarten	18
Grade 1-3	22
Grades 4-8	25
High School	25
Lab Classes	24

*Special Education Programs will conform to state standards

- 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 publicly and electronically for ten (10) working days unless specific circumstances call for filling a vacancy within a shorter period.
- Q. Vacancies in Team Leader, Department Head, and Dean Positions: 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. Special Education Expectations:
 1. 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.
 2. Classroom teachers will have an opportunity for input into the instructional assistants assigned to students in their classrooms and will partner with administration to provide feedback for evaluations of those instructional assistants.
 3. Teachers will be compensated for attendance at special education meetings scheduled before or after the work day and during non-contract days at the standard hourly rate.
- T. Chaperone Overnights: Teachers chaperoning students while attending an overnight

curriculum-based field trip shall be compensated at a rate stipend of \$300 for each overnight, in addition to their regular salary. Only field trips defined and approved by the Board as curriculum-based field trips are eligible for this stipend. Only teachers chaperoning in their capacities as teachers are eligible for the stipend.

Such curriculum-based overnight field trips will be clearly defined and approved by the Superintendent and School Board. Co-curricular trips are not considered curriculum-based trips.

- U. Community Night: A teacher who participates in Community Night shall be paid at the standard hourly rate, up to a maximum of two hours.
- V. New Teacher Orientation: New teachers shall attend orientation days prior to the beginning of the official school year work year described in Article V(B) for which they will receive \$100 per day. The PEA will have a half-hour of time during new teacher orientation in order to present to new teachers.
- W. Resignations: 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 thereby willfully violating the terms of this contract, the teacher agrees to pay the school district the sum of \$500, with a prorated percentage for part-time teachers, 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 thirty (30) days prior to the contract 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 problems or circumstances such as illness, a spouses' transfer to another area, or family problems making it impossible for the teacher to continue employment outside the home.

- X. Standard Hourly Rate: The standard hourly rate shall be \$36.00 per hour for school year 2024-25, \$37.00 per hour for school year 2025-26, and \$38.00 per hour for school year 2026-27.
- Y. Initiative Training: Every effort will be given to provide training to all teachers who are expected to support new initiatives.

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 they have earned, unearned sick leave may be charged. If the teacher resigns or takes a leave of absence before the end of 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. Upon termination from the District, a teacher may be eligible for compensation of accrued sick leave. Eligibility requirements are outlined within Article VI- Section H.
- D. Teachers will have access to the amount of sick leave they have accrued through the Employee Access Center (EAC).
- E. To be eligible for sick leave payments, a teacher 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 teacher. If the teacher selects their own doctor(s), the expense of the examination will be paid by the teacher. If, however, the teacher chooses to go to the Board's doctor(s), the Board will pay the cost of the examination. If the teacher is examined by a doctor(s) of their 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 a teacher's salary at the time of injury and compensation paid by Worker's Compensation insurance, shall be reimbursed to the teacher by the District.

The District shall reimburse all insurance deductibles and copayments incurred by the injured teacher. All sick days used by the injured teacher shall be deducted from the District sick bank.

G. Sick Leave Bank:

1. Teachers 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 teacher 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 their designee wherein the teacher specifies that they 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 of their 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 teacher 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. 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.
- I. Long Term Disability Insurance Plan: After a teacher 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: 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 their 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 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 requests 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 a reason. This leave shall be granted to those requiring it for personal business and emergencies, which can only be conducted during school hours. Teachers with unused personal days at the end of the school year will be paid for the balance of those days at their current per diem rate.
- 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 their regular pay.
- D. 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.

- E. 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.
- F. Association Leave: 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 their 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.
- G. 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 their absence, the teacher must do so as soon as possible.

- H. Parental Leave: Employees may use up to eight (8) weeks of accrued sick leave and/or personal days after the birth or adoption of a child, or the foster care placement of a child, regardless of whether the employee is sick or disabled. Said leave shall be taken concurrently with FMLA leave if eligible under the law. Only if a teacher is sick or disabled may they apply to use sick bank days.

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: 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' advance 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 their 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. Uniformed Service Leave: 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 Reemployment Rights Act.
- D. Other Leave: 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: 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. Continuation of Benefits: All benefits to which a teacher was entitled at the time of their leave of absence commenced and which are in effect for teachers, including unused accumulated sick leave, shall be restored to them upon their return. In order to ensure 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 their 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. Notice: All teachers 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 teachers, prior to February 15 citing this article.

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 in this Article.
- 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 their 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 their 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 they last taught. Their position upon returning to the School District shall be the one that best services the School District as determined by the Superintendent, provided that they shall not be assigned outside the area of their 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 their leave, the teacher must file with the Superintendent an agreement, which stipulates that they will return to the Pelham School District for at least two (2) full years at the conclusion of their 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. General Guidelines: The Board shall reimburse the full cost of tuition, textbooks, meals, and an allowance for miles at the rate established by the IRS 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. Course Reimbursement: 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.
- C. June Funds: 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.

- D. Workshops: Teachers shall also be reimbursed for workshops and seminar costs up to \$300 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 \$300, 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.

- E. In District Professional Development: The Pelham School District will endeavor to offer opportunities for teachers to earn recertification credits as defined in the staff development guidelines.
- F. Course Reimbursement Standards: Reimbursement for courses will be made after the teacher presents evidence of successful course completion with a grade of 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.

- G. Salary Track Changes: 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. Medical Insurance:
1. Offerings: The Board shall offer the following plans or the substantial equivalent: Access Blue HMO plan with \$20 office visit copay (AB20) and Access Blue Site of Service plan with a \$1,000 deductible (ABSOS 20/40 1KDED). The prescription coverage for each plan will be R10/25/40 M10/40/70.
 2. For teachers who select AB20, the District shall pay 85% of the premium in 2024-25, 84% of the premium in 2025-26, and 83% of the premium in 2026-27, and the teacher shall pay the difference.
 3. For teachers who select ABSOS 20/40 1KDED, the District shall pay the full amount of the premium each year.
 4. The Board's payment is conditioned upon the teacher completing their 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 Workers 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. Dental Insurance: 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 within the dental plan:

Coverage A - 100%	Diagnostic and Preventative
Coverage B - 80%	Restorative, Surgical and Repair
Coverage C - 50%	Prosthodontics
Coverage D - 50%	Orthodontics

This coverage has no deductible and includes a \$2,000 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, they shall assume full financial responsibility for maintaining their 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.
- J. Flexible Spending Account: The Board agrees to offer teachers the option to enroll in a Flexible Spending Account for medical expenses and dependent care expenses.

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 an 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 Board and the Pelham Education Association, that such authorization for deduction of dues shall continue in full force and effect with the Pelham School Board 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 teachers covered by this Agreement.

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 and peaceful resolution of such differences is in the best interest of the Pelham School District, set forth the following procedure to be used by teacher 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 teacher 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.

2. Levels

a. Level One - Principal.

(1) Any teacher who has a grievance, shall discuss it first with their 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, they shall set forth their 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) their dissatisfaction with decisions previously rendered. The principal shall communicate their decision to the teacher in writing within three (3) school days of receipt of the written grievance.

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 their dissatisfaction with decisions previously rendered. The Superintendent shall meet with the teacher 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 their decision in writing to the teacher, the principal, and the immediate superior or department head, if applicable, within five (5) school days.

c. Level Three - School Board or Arbitration.

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

(1) **IF THEY SUBMIT THE ISSUE FOR REVIEW BY THE BOARD, THE FOLLOWING PROCEDURE SHALL BE FOLLOWED:**

a. Such requests 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.

b. 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.

(2) IF THEY SUBMIT THE ISSUE TO ADVISORY ARBITRATION, THE FOLLOWING PROCEDURE SHALL BE FOLLOWED:

- a. They 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.
 - b. 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.
 - c. The arbitrator shall limit themselves to the issues submitted to them and shall consider nothing else. They shall be bound by and must comply with all of the terms of this Agreement. They shall have no power to add to, delete from, or modify in any way, any of the provisions of this Agreement.
 - d. 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.
 - e. 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.
3. 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 themselves, or at their 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 their 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 Section XVII 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 with a delivery confirmation.
 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 teachers 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

- A. School Administration Selection Committee: In the event that a committee is created by the Superintendent and/or School Board 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(s) will be given an opportunity to meet with the Superintendent for the purpose of giving input into the selection.
- B. Superintendent Selection Committee: Any committee or group taking part in the selection process to select a superintendent will include one teacher representative specifically chosen by the Association from the faculty of the School District.

ARTICLE XIX: DURATION

- A. The provisions of this Agreement will be effective as of September 1, 2024, and will continue and remain in full force until August 31, 2027.
- 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 and C.
- 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, 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 this 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 teacher'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 teacher 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:

1. 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.)
2. Insurance Benefits: Except as noted in Article XX (C), teachers 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 teacher attains

the age of 65. Said insurance will be provided at the expense of the retired teacher and not the District.

3. 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.
 4. Survivors Payment: Should a teacher, 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 they reapply 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).

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.

APPENDIX A – SALARY SCHEDULE

2024-25 Salary Schedule							
	BA	BA+12	BA+24	MA	MA+15	MA+30	CD2M
Step	1	2	3	4	5	6	7
1	43,371	44,107	45,158	46,945	47,995	49,046	51,148
2	44,697	45,432	46,483	49,620	50,670	51,722	53,824
3	45,222	45,958	47,010	50,145	51,196	52,247	54,349
4	45,747	46,483	47,535	50,670	51,722	52,773	54,874
5	46,273	47,010	48,060	51,196	52,247	53,298	55,401
6	51,060	51,795	52,846	54,633	55,685	56,735	58,838
7	52,885	53,621	54,672	57,809	58,860	59,912	62,013
8	53,411	54,146	55,198	58,335	59,385	60,437	62,539
9	55,811	56,548	57,599	60,735	61,787	62,838	64,940
10	56,863	57,599	58,650	61,787	62,838	63,889	65,990
11	57,915	58,650	59,701	62,838	63,889	64,940	67,041
12	58,965	59,701	60,752	63,889	64,940	65,990	68,093
13	60,017	60,752	61,803	64,940	65,990	67,041	69,144
14	62,418	63,153	64,204	68,490	69,541	70,593	72,695
15	63,468	64,204	65,255	69,541	70,593	71,644	73,745
16	64,491	65,227	66,277	70,565	71,615	72,665	74,767
17	65,542	66,277	67,328	71,615	72,665	73,717	75,820
18	66,592	67,328	68,380	72,665	73,717	74,767	76,871
19	67,643	68,380	69,430	73,717	74,767	75,820	77,921
20	68,695	69,430	70,481	74,767	75,820	76,871	78,972

2025-26 Salary Schedule							
	BA	BA+12	BA+24	MA	MA+15	MA+30	CD2M
Step	1	2	3	4	5	6	7
1	43,871	44,607	45,658	47,445	48,495	49,546	51,648
2	45,497	46,232	47,283	50,620	51,670	52,722	54,824
3	46,022	46,758	47,810	51,145	52,196	53,247	55,349
4	46,547	47,283	48,335	51,670	52,722	53,773	55,874
5	47,073	47,810	48,860	52,196	53,247	54,298	56,401
6	51,060	51,795	52,846	54,633	55,685	56,735	58,838
7	53,685	54,421	55,472	58,809	59,860	60,912	63,013
8	54,211	54,946	55,998	59,335	60,385	61,437	63,539
9	57,111	57,848	58,899	62,535	63,587	64,638	66,740
10	58,163	58,899	59,950	63,587	64,638	65,689	67,790
11	59,215	59,950	61,001	64,638	65,689	66,740	68,841
12	60,265	61,001	62,052	65,689	66,740	67,790	69,893
13	61,317	62,052	63,103	66,740	67,790	68,841	70,944
14	64,218	64,953	66,004	71,940	72,991	74,043	76,145
15	65,268	66,004	67,055	72,991	74,043	75,094	77,195
16	66,291	67,027	68,077	74,015	75,065	76,115	78,217
17	67,342	68,077	69,128	75,065	76,115	77,167	79,270
18	68,392	69,128	70,180	76,115	77,167	78,217	80,321
19	69,443	70,180	71,230	77,167	78,217	79,270	81,371
20	70,495	71,230	72,281	78,217	79,270	80,321	82,422

2026-27 Salary Schedule							
	BA	BA+12	BA+24	MA	MA+15	MA+30	CD2M
Step	1	2	3	4	5	6	7
1	44,371	45,107	46,158	47,945	48,995	50,046	52,148
2	46,297	47,032	48,083	51,620	52,670	53,722	55,824
3	46,822	47,558	48,610	52,145	53,196	54,247	56,349
4	47,347	48,083	49,135	52,670	53,722	54,773	56,874
5	47,873	48,610	49,660	53,196	54,247	55,298	57,401
6	51,060	51,795	52,846	54,633	55,685	56,735	58,838
7	54,485	55,221	56,272	59,809	60,860	61,912	64,013
8	55,011	55,746	56,798	60,335	61,385	62,437	64,539
9	58,411	59,148	60,199	64,335	65,387	66,438	68,540
10	59,463	60,199	61,250	65,387	66,438	67,489	69,590
11	60,515	61,250	62,301	66,438	67,489	68,540	70,641
12	61,565	62,301	63,352	67,489	68,540	69,590	71,693
13	62,617	63,352	64,403	68,540	69,590	70,641	72,744
14	66,018	66,753	67,804	75,390	76,441	77,493	79,595
15	67,068	67,804	68,855	76,441	77,493	78,544	80,645
16	68,091	68,827	69,877	77,465	78,515	79,565	81,667
17	69,142	69,877	70,928	78,515	79,565	80,617	82,720
18	70,192	70,928	71,980	79,565	80,617	81,667	83,771
19	71,243	71,980	73,030	80,617	81,667	82,720	84,821
20	72,295	73,030	74,081	81,667	82,720	83,771	85,872

Each school year during this Agreement, teachers who are off-schedule will receive either a salary that is 1% higher than their salary in the prior school year, or will receive the salary on Step 20 of the applicable track of the salary schedule in Appendix A, whichever is higher.

Each school year during this Agreement, in addition to the salary on-schedule or off-schedule under Appendix A, teachers will receive a longevity pay adjustment of \$1,000 (prorated for part-time positions) if: (1) they have 20 or more years of creditable experience, the last 10 of which are in the Pelham School District; and (2) they are in their second or subsequent year on step 20 of the salary schedule or off-schedule.

APPENDIX B: EXTRA-CURRICULAR SALARY SCHEDULE

PELHAM ELEMENTARY SCHOOL	STIPEND
Art Club	\$715
Band Director	\$1,085
Banking Program	\$930
Chorus Director (2 positions)	\$943
Drama Club	\$650
Homework Club	\$1,085
Literacy Circle (2 positions)	\$982
Poetry Club	\$1,085
Puzzled	\$1,085
Recorder (Ukulele) Club	\$1,116
Yearbook	\$960
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
Diversity Club	\$1,085
Drama	\$2,431
Hiking Club (2 positions)	\$1,085
Homework Club	\$1,085
Intramural Volleyball	\$1,292
Jazz Band	\$1,085
Lego Club (2 positions)	\$1,085
Literary Circle	\$1,085
Math Club (2 positions)	\$1,085
Morning Assistance	\$2,431
National Junior Honor Society	\$1,292
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
Ambassadors Club	\$1,085
Art Club	\$1,085
Band Director	\$3,155
Collaborative Gaming Club (2 positions)	\$1,115
Creative Writing Club	\$1,085
Drama	\$3,673
Drama Technical Director	\$2,120
FBLA -Future Business Leader	\$1,085
Film Society	\$1,115
Freshman Class (2 positions)	\$817
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 – Science	\$1,292
Jazz Band	\$1,085
Junior Class (2 positions)	\$1,189
LARP (Live Action Role Play) Advisor (2 positions)	\$1,115
Math Extra Help Proctors (2 positions)	\$1,085
National Honor Society	\$1,292
Asst. National Honor Society (5 positions)	\$200
Peer Outreach	\$856
Percussion Ensemble	\$1,085
Psychology Club	\$1,085
Robotics Club (2 positions)	\$2,550
Robotics Club Assistant	\$1,500
Science Club (1 position)	\$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	\$4,190
Basketball Varsity – Girls	\$4,190
Basketball Jr. Varsity – Boys	\$2,638
Basketball Jr. Varsity – Girls	\$2,638
Cheerleading Varsity (Fall)	\$2,638
Cheerleading Varsity (Winter)	\$3,155
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. (3 positions)	\$2,120
Swimming	\$3,155
Tennis – Girls	\$3,673
Volleyball Varsity	\$3,673
Volleyball Jr. Varsity	\$2,120
Wrestling Varsity	\$4,190
Wrestling Jr. Varsity	\$2,638

All teachers will have an equal opportunity to apply annually for any extra-curricular position which becomes available. Any position not filled by a bargaining unit member will be posted each year. 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 teachers 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 \$97,500. 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.

2024-2025	\$76,000
2025-2026	\$76,000
2026-2027	\$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 they are 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.

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 (or Director of Curriculum, Instruction and Assessment)
- 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.

APPENDIX D -INDIVIDUAL OFF SCHEDULE SALARY PLACEMENT

The following teachers were off schedule in 2023-24.

- Byrne, Kathrene
- Cartier, Kathleen
- Dorval, Wendy
- Madden, Dorothy

WITNESS our hands this 13 day of March, 2024

PELHAM EDUCATION ASSOCIATION

Jamie Bryant
Jamie Bryant

Karena Carten
Karena Carten

Sarah Goldsack
Sarah Goldsack

Allison Laliberte
Allison Laliberte

Allison Miller
Allison Miller

Beth Philcrantz
Beth Philcrantz

Jeanna Wagner
Jeanna Wagner

PELHAM SCHOOL BOARD

Garrett Abare
Garrett Abare

Troy Bressette
Troy Bressette

Rebecca Cummings
Rebecca Cummings

Darlene Greenwood
Darlene Greenwood

G. David Wilkerson
G. David Wilkerson