PEMBROKE SCHOOL DISTRICT

MASTER AGREEMENT

between the

EDUCATION ASSOCIATION OF PEMBROKE

and the

PEMBROKE SCHOOL BOARD

JULY 1, 2011 - JUNE 30, 2013

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AGREEMENT

Agreement made this sixth day of March, 2011, by and between the School Board and the Pembroke School District hereinafter called the "Board" and the Education Association of Pembroke, NEA/NH hereinafter called the "Association."

DEFINITIONS

1. BOARD - Pembroke School Board

2. PARTIES - Education Association of Pembroke, NEA/NH and the Pembroke School District School Board as participants in this agreement.

3. TEACHER EMPLOYEE - A member of the bargaining unit.

4. SCHOOL - Any work location or function division maintained by the Pembroke School District School Board.

5. SUPERINTENDENT - The responsible administrative head of the Pembroke School District.

6. PRINCIPAL - The responsible administrative head of any Pembroke District School.

7 ASSOCIATION - Education Association of Pembroke NEA/NH.

8. ASSOCIATION REPRESENTATIVE - Any qualified representative of the Association.

9. PREPARATION PERIODS - Those periods during which the teacher is not programmed for any activity.

10. PREPARATION - A different subject ability classification within the same subject.

11. Whenever the singular is used in this agreement, it is to include plural.

12. Whenever, in this agreement, a personal pronoun is used, such pronoun shall be understood to apply equally to both male and female members of the bargaining unit.

ARTICLE I
RECOGNITION

The Education Association of Pembroke is recognized as the exclusive bargaining agent for the permanent full time certified teachers, guidance counselors, librarians, reading specialists and school nurses of the Pembroke School District for the purpose of bargaining pursuant to RSA 273-A:1.XI.

ARTICLE II
ASSOCIATION RIGHTS

A. The Board agrees to permit the Association the use of the school-provided mail boxes for the purpose of communicating with members of the bargaining unit.

B. The Board shall provide a clearly designated bulletin board in each school for the exclusive use of the Association.

C. A committee of Association representatives will meet with the Superintendent at least four times a year. The meetings will be convened no later than November 1, January 1, March 1, and June 1 of the school year. Both parties will have an equal right to submit matters for discussion. Three Association representatives will be excused from teaching duties if such meetings occur during the school day.

D. The Board shall deliver to the Association President a copy of the School Board agenda and approved minutes at the same time as the information is given to the members of the School Board. The Board shall also provide, to the Association President, a copy of the School Policy Manual, and future policy additions and deletions. Delivery may be accomplished by placing such material in the Association mailbox.

E. *Printing of Agreement*

The Board and the Association agree to share on an equal basis the cost of printing copies of the agreement in booklet form and to distribute copies of the agreement to each member of the bargaining unit presently employed by the Board and to each new teacher hired during the duration of this Agreement.

F. The Association and its representative shall have the right to use facilities and equipment, including typewriters, mimeograph machines, copiers and other duplicating equipment at reasonable times with prior approval of the school administration. The cost for the use of school equipment shall be paid by the Education Association of Pembroke at five (5) cents per mimeo copy, five (5) cents per xerox copy, twenty-five (25) cents per risograph master. The EAP agrees to supply their own paper.

G. *Dues Deductions*

The Board agrees to deduct from teachers' salaries money for local, state and/or national association services and programs as such teachers individually and voluntarily authorize the Board to deduct and transmit the monies to such association or associations. Such deductions shall be made in equal installments from each salary check beginning on the first pay period following October 15th and continuing through the first pay period in June. To authorize such deductions, teachers must execute an authorization card to be furnished by the Association. Any teacher may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.

The Association agrees to hold the Board and its agents harmless in case of any liability arising out of this provision.

H. *Association Mailbox*

The Education Association of Pembroke shall have a mailbox in the School Administrative Unit Office. Material that is prepared for distribution, i.e., school board meeting agendas, shall be placed in the Association mailbox at the same time it is placed in the mailboxes of the building principals.

ARTICLE III
BOARD RIGHTS

The Board, subject only to the language of this agreement, reserves to itself the right to adopt and implement any rule or regulation provided it does not conflict with or violates any of the terms of this agreement and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the school district.

The parties understand that the Board may not lawfully delegate the power or authority which, by law is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in him, and this agreement shall not be construed a delegation of the power or authority of either.

ARTICLE IV
INDIVIDUAL AND GROUP RIGHTS

A. *Protection of Individual and Group Rights*

Nothing contained herein shall be construed to prevent any person from informally discussing any disputes with his/her immediate superior or processing a grievance on his/her own behalf in accordance with the Grievance Procedures.

B. *Existing Laws and Regulations Preserved*

The rights and benefits of persons provided herein are in addition to those provided by State or Federal law, rule or regulations, including without limitation all applicable tenure, pension, or education laws and regulations.

ARTICLE V
COMPENSATION

A. *Salary*

The salaries and differentials of the members of the bargaining unit for the duration of this Agreement are set forth in Appendix A, , attached to and made a part of this agreement.

Initial placement on the salary schedule shall be at the discretion of the Superintendent. Therefore, teachers who have completed at least ninety (90) school days of service during the school year and whose performance is satisfactory shall be advanced on the salary schedule as follows:
Effective July 1, 2011 employees on steps 1 through 13 during the 2009-2010 school year shall advance one step.
Effective January 1, 2012 employees on steps 1 through 13 as of June 30, 2011 shall advance one step.

Effective July 1, 2012 employees on steps 1 through 13 as of June 30, 2012 shall advance one step.

Step 14 Stipends

Effective July 1, 2011 employees who have been at step 14 for at least 90 days during the preceding school year will receive a stipend of $1000, added to the base salary and paid in equal installments throughout the 2011-12 school year in accordance regular payroll practice.

Effective July 1, 2012 employees who have been at step 14 for at least 90 days during the preceding school year will receive a stipend of $1600, added to the base salary and paid in equal installments throughout the 2012-13 school year in accordance regular payroll practice. This stipend is in addition to the 2011 stipend for those employees who received the 2011 stipend.

B. *Method and Time of Salary Payment*

Members of the bargaining unit will receive their first pay check no later than the second Friday of the school year. Teachers may elect to receive their salaries in either twenty-six (26) or twenty-one (21) bi-weekly installments. Teachers being paid by the twenty-six (26) installment method shall receive a final payment consisting of the equivalent of five (5) bi-weekly salary payments in a lump sum payment in June of the school year.

Teachers must indicate in writing that they wish to receive their pay by the twenty-one (21) check method no later than August 1 of the school year. Those not indicating such a choice will be automatically placed on the twenty-six (26) payment plan.

Direct Deposit of pay checks is available to members of the bargaining unit. Each participating employee must provide written authorization including a financial institution routing and transit number and a personal account number. The option of Direct Deposit may result in less flexibility in pre-set payroll schedules.

C. *Co-Curricular*

The Principal shall provide a co-curricular verification form for each employee assigned co-curricular duties at the commencement of said duties. The form shall be signed by the employee as a condition of payment.

Payment for the co-curricular duty shall be made within thirty (30) days following the completion of all obligations pertaining to the activity as verified by the principal or designee or, at the option of the employee, at some mutually-agreeable time.

A schedule for payment of co-curricular duties is set forth in Appendix B, and C. The Board retains the right to approve and fund co-curricular activities. If the Board establishes a new co-curricular activity, the Board may set the salary for such activity in the first instance. Thereafter the parties agree that the salary for such activity shall be negotiated.

Any new activity shall be approved by the Board before implementation and such approval shall be noted in the School Board minutes.

In the event that any approved activity is not conducted for one school year, that activity shall be removed from the list of activities.

ARTICLE VI
FRINGE BENEFITS

A. *Health Insurance*

1. The Board agrees to pay 80% of the premium for the HMO health plan - individual, two-person, or family plan - for each member of the bargaining unit who subscribes to such coverage. Employees may elect a POS plan, but shall pay the difference between the POS premium and 80% of the HMO premium.

   The Board retains the right to choose a different insurance carrier provided that coverage and benefits equal or exceed those of the existing plan. The Board shall receive the approval of the Association before changing health carriers; Association approval for change will consist of a **simple** majority vote. The Board will maintain an I.R.C. Section 125 Premium Offset Plan, a Health Care Flex Spending Account Plan, and a Dependent Care Flex Spending Account Plan for any member of the bargaining unit who properly submits a request in writing by May 15 for such coverage in the following contract year.

2. Employees of the bargaining unit not subscribing to the district's health insurance program will receive $1500 provided the bargaining unit member documents existing coverage of a health insurance program in which he/she is a member. The amount specified for each year will be paid in two (2) equal installments, once at midyear and once at the conclusion of the school year. If a member of the bargaining unit who previously had applied for the pay-back subsequently accesses health insurance under a District plan, he/she will be entitled to receive a pro-rata monthly portion of the buy-back for those full months when he/she was not covered by the district's insurance upon submission of a request to the superintendent.

B. *Long Term Disability*

The Board shall pay 100% of the premium for long term disability insurance for each member of the bargaining unit, said insurance to have minimum benefits of 66 2/3% of salary to age 65 after a ninety (90) day waiting period.

C. *Life Insurance*

The Board shall pay the premium for a life insurance policy for each teacher, payable to the beneficiary designated by the teacher. The amount of the life insurance policy shall be an amount equal to the teacher's annual salary and shall include accidental death and dismemberment.

D. *Transmittal of Premium*

All payments for insurance premium shall be timely transmitted to insure that coverage shall not be interrupted.

E. *Course Reimbursement/Workshop*

During the term of this Agreement the Board agrees to reimburse teachers in the bargaining unit for up to nine (9) college credits per year taken with prior approval of the Superintendent.

Teachers who make a written request shall be entitled to advance payment for courses. Such pre-payment of courses may be made from the District directly to the learning institution upon presentation of a tuition fee schedule or tuition voucher from the institution indicating that the employee is enrolled subject to tuition payment.

Upon the submission of the course approval form, cancelled check or receipt showing payment for the course, and a grade showing successful completion of the course, such reimbursement shall be paid by September 15 for a course taken during the summer, February 15 for courses taken during the fall semester, and July 15 for courses taken during the spring semester. Successful completion shall be defined as: Pass in a pass/fail course, or a grade of B or better in a graduate course with the understanding that only one C will be accepted as an acceptable grade for that duration of the Agreement.

If an employee who has received advance payment for course work fails to meet the grade achievement provisions set forth elsewhere in this section, or fails to complete the course(s), the district shall be entitled to recover such advance payments by pro rata deductions from the employee's salary over a reasonable period of time not less than ten (10) pay periods.

The maximum amount of individual reimbursement shall not exceed the cost of tuition. During the term of this Agreement the Board shall be obligated to expend not more than the following amounts for course reimbursement.

2011/12	$65,000
2012/13	$70,000

$20,000 of the available course reimbursement funds shall be exclusively dedicated and utilized for course work which is part of a declared degree program. Prior to the end of January during each year of this agreement the Board agrees to transfer one-half of any unencumbered fund balance remaining in the course reimbursement account to the workshop reimbursement account. At this time the Association president will receive an accounting of the funds used and the balance of both the course reimbursement account and the workshop reimbursement account.

Additionally, the Board shall reimburse teachers of the bargaining unit for up to five hundred ($500) dollars in fees for seminars, clinics, practica, and workshops taken within any school year, provided that the Superintendent has given prior approval. The Board retains the right to determine the number of teachers or other employees permitted to attend specific activities. During the term of this agreement, the Board shall be obligated to expend not more than the following amounts for these activities:

2011/12	$40,000
2012/13	$45,000

Seventeen thousand five hundred dollars ($17,500) of the available workshop reimbursement funds shall be exclusively dedicated and utilized for activities which are directly related to Pembroke School District initiatives.

F. *Mileage Allowance*

Teachers covered by this Agreement who are specifically authorized by the administration to use private automobiles for school business shall be reimbursed at a rate equal to the most current I.R.S. maximum allowance. Mileage shall be calculated from the teacher's home or respective school whichever is less.

G. *Tax Free Annuity*

The Board agrees to allow teachers to take advantage of the Federal law concerning tax-free annuities.

H. *Credit Union and Annuity Deductions*

The Board agrees, upon authorization of an employee, to make deductions for annuities and credit unions so long as all participating employees are members of the same credit union. Credit union monies deducted shall be transmitted each pay period; annuity monies deducted shall be transmitted upon appropriate verification and/or billing from the participation carrier by the 1st Friday of the month following the month that the deduction was made.

I. *Pro Rata Payment of Salary*

If a member of the bargaining unit leaves or dies during the school year, the member or his/her estate shall be entitled, in addition to any other agreement of compensation, to a pro rata share of his/her salary.

J. *Dental Insurance*

The Board shall provide Northeast Delta Dental - Dental Care Program for each member of the bargaining unit and his/her entire family, for a full 12 month period. Coverage shall be: A (100%), B (80%), C (50%), D (50%/$1,000 Life), no deductible, $1,000 contract year per family member. The Board shall pay 80% of the premium cost.

K. *Records Check*

The District will pay any additional costs above and beyond basic re-certification fees including such things as: finger printing and records check.

ARTICLE VII
WORKING CONDITIONS

A. *Leaves*

1. *Sick Leave*

a. Each full time teacher is entitled to a leave of absence for personal injury or illness with full pay of fifteen (15) school days per year. Up to ten (10) days of non-cumulative days of sick leave may be used for the care of members of the teacher's immediate family, as defined in the Bereavement Section of this Article. Days used for care of members of a teacher's immediate family will be identified as such via the District's leave reporting form.

Sick leave not used in the year of service for which it is granted shall be accumulated for use in subsequent years up to a period of one hundred and twenty (120) days.

To be eligible for sick leave payments a teacher may be required to furnish proof, satisfactory to the Board, of illness or disability.

Each teacher shall be notified in writing by October 15th as to the total number of sick days he/she has accumulated as of the beginning of the school year.

b. SICK BANK - The Board agrees to establish a sick leave bank to cover employees in the event of long term illness. The sick leave bank shall be administered by a committee composed of five (5) members of the Association appointed by the Association President. Rules for membership and participation in the sick leave bank shall be established by the Association and shall be supplied to the Board. Any rules established by the Association shall include the following:

1) that the sick leave bank shall be funded at the start of each school year to reach a maximum of one hundred twenty (120) days. The sick leave bank may be supplied with additional days only at the start of each school year to bring it up to the one hundred twenty (120);

2) that no one may contribute more than two (2) days in any school year to the sick leave bank; and that any days contributed shall be deducted from that year's sick leave entitlement for the person making said contribution;

3) that the Association shall notify the Board by October 15 of each year of the individuals who have donated days to the sick leave bank so that said days may be deducted from the individual's yearly entitlement;

4) that individuals may not elect to receive sick leave benefits in lieu of disability benefits. Eligibility for sick leave bank benefits shall terminate when an individual is eligible for disability benefits pursuant to Article VI, B;

5) that no employee shall, under any circumstances, be entitled to sick leave bank benefits until said employee has exhausted all accrued sick leave available to that employee;

6) that no one shall, under any circumstances, be entitled to receive sick leave and disability benefits at the same time;

7) that the decisions of the Sick Leave Bank Committee are not grievable.

2. *Bereavement*

In the event of a death of a member of a teacher's immediate family or a spouse's or domestic partner's immediate family (defined as spouse, domestic partner, child, mother, father, sister, brother, grandmother, grandfather, grandchildren, mother-in-law, father-in-law), that teacher shall be allowed up to three (3) days of bereavement leave.

3. *Emergency*

During the course of the school year, emergencies may arise such as death in the teacher's immediate family, injury, or illness within the immediate family requiring the active presence of the teacher during the school day, or transactions involving a legal instrument or a court order which can only be conducted by the teacher during the school day.

To handle all such emergencies an allowance of up to three (3) school days per year shall be permitted.

4. *Personal*

Upon request to the building administrator, teachers shall be granted a total of up to three (3) days non-accumulated personal leave during the school year for religious holidays, family, medical reasons, legal transactions or business reasons. To be eligible for such leave the teacher shall certify in writing on district forms no later than 24 hours prior to the anticipated absence that the absence is for one of the purposes stated above and cannot be conducted other than during school hours.

Personal days shall not be granted on either the day before or the day after a holiday, or to extend a school vacation.

5. *Professional*

The Board agrees to provide professional leave. The number of days used for leaves of this nature shall be at the discretion and with the prior approval of the Superintendent.

Request shall be initiated through the Building Principal and forwarded with recommendation to the Superintendent for his/her review and action.

6. *Military Leave*

Military leave of absence without pay or benefits shall be granted to any teacher who is drafted or enlists in any branch of the armed forces of the United States for the period of his/her induction or initial enlistment.

The time necessary for persons called into temporary active duty of any unit of the U.S. Reserves shall be granted provided such obligations cannot be fulfilled in days when school is not in session. In such cases, teachers shall be reimbursed for pay loss as a result of such Organized Reserve duty up to the difference between their regular teacher's salary that would have been paid and their Reserve pay received for up to a maximum of two (2) weeks during the school year.

7. *Association Leave*

An employee who is an officer of the Association or who is appointed to an Association position may, upon proper application in May of the previous year, be given a leave of absence for up to one (1) school year without pay for the purpose performing Association duties. Such leave may be extended by the Board, but in no case shall the extended leave exceed one (1) school year.

The Board agrees to grant up to three (3) days of leave to member(s) of the Association for attendance at meetings related to Association business. The President of the Association will provide the Superintendent with the names of the member(s) chosen with at least two (2) days notice. The total number of days will not exceed three (3) days in one year.

8. *Child Rearing Leave*

Child rearing leave of up to one year and three months may be granted without pay or other benefits to male or female teacher's with at least one (1) year's service with the Pembroke School District. To be eligible for sick leave payments, a teacher may be required to furnish proof satisfactory to the Board of illness or disability. To be eligible for sick leave payments, a teacher will be required to furnish documentation from a medical doctor satisfactory to the Board citing the period of disability. The disability for uncomplicated child birth is generally eight (8) weeks inclusive of both pre and post-delivery.

It shall be the duty and responsibility of the teacher to notify the Superintendent of the pregnancy as soon as it is determined and of the desire to take such leave with an estimated date of the leave's commencement. Except in cases of emergency, the teacher shall also give at least thirty (30) days notice prior to the date on which the leave is to begin. A teacher who is pregnant may continue in active employment until as late as she desires provided in the judgement of the Principal she is able to perform all required functions and with the written approval of her attending physician.

Return from such leave shall coincide with the expiration date on the teacher's leave request as approved by the Board, provided the teacher shall present a physician's certificate of physical fitness to return to normal duties. The teacher shall notify the Superintendent in writing on or before March 1st of the intent to return to teaching duties at the start of the next school year. Should a teacher have worked ninety (90) or more days, the teacher shall be placed on the next succeeding step of the salary schedule for the school year in which the teacher is due to return.

9. *Extended Leave*

A member of the bargaining unit may be granted leave of absence without pay at the sole discretion of the School Board.

Leaves of absence may be extended by the School Board.

All benefits to which a teacher was entitled at the time a leave of absence commenced shall be restored to him upon his/her return, and he will be assigned to the same or a substantially equivalent position, except that teachers will not advance on the salary scale, nor earn any other benefits while on leave without pay.

10. *Absence*

For all absences other than those specifically authorized in advance by the Superintendent or for which provision is made in Article VII above, a deduction will be made for each day of absence at the teacher's pro rata daily rate (i.e., 1/185 of base teaching salary for the individual).

Under no circumstances should any teacher be absent from school without the knowledge of the Building Principal and/or the Superintendent's Office.

11. *Sabbatical Leave*

Sabbatical leaves for formal study and/or educational enrichment shall be granted to teachers by the Board subject to the following conditions:

a. The teacher must have completed seven (7) consecutive years of service in the district and must have at least fifteen (15) graduate semester hours.

b. The teacher must notify the Superintendent of Schools of a request to be granted sabbatical leave on or before January 5, of the year preceding the leave.

c. The decision to grant the sabbatical leave shall be the exclusive prerogative of the Board and shall be based on the merits of the written plan and its benefits to the students of the Pembroke School District.

d. A teacher will be reimbursed for one half (½) annual salary for one (1) year sabbatical leave or full salary for a half (½) year sabbatical leave and retain health and dental insurances along with course reimbursement benefits as defined in Article VII of this agreement subject to the condition that a teacher so compensated shall promise to teach in the district for at least two (2) years following his/her return from sabbatical.

e. The Board shall notify any applicant of its decision with respect to sabbatical leave on or before March 31.

f. The Board reserves the right to limit the number of sabbatical leaves granted not to exceed two (2) eligible teachers in any one year and the right to review and either grant or deny any such sabbatical leave subject to the provisions of Article VII Section A 11 Sabbatical Leave.

g. If teacher on compensated sabbatical leave is unwilling to return at the conclusion of the leave period, he or she will be considered to have voluntarily resigned the position and will be obligated to repay the system an amount equal to compensation, salary and benefits, received during the sabbatical leave.

h. Upon return from the sabbatical leave, any teacher on sabbatical shall be placed at the appropriate salary level which the teacher would have achieved had he/she remained actively employed in the District. All rights and benefits shall be reinstated at their previous level upon the teacher's return.

i. Upon return from leave, the teacher on sabbatical leave will be entitled to the same position or one which is mutually agreeable to both parties. If the position no longer exists, the teacher will be entitled to a position that he/she is qualified and certified to teach.

j. The teacher on sabbatical leave shall not receive any benefits other than those specified in this Article.

12. *Jury or Witness Duty*

a. A teacher who is called for jury duty or subpoenaed as a witness shall be excused from teaching duties for the actual time involved in said service and will continue to receive his/her salary and benefits less any per diem of compensation received from the courts.

b. No salary deduction or loss of leave shall occur when a teacher is absent as a result of being called to appear in court or before any other governmental agency on business concerning the school district.

B. *Employment Renewal*

Teachers will receive a written offer from the Board concerning the re-employment of the teacher no later than April 15. Not later than the first Monday in May, teachers will submit to the Superintendent's Office written acceptance or rejection of the offer. Upon request, a reasonable extension of time may be granted by the Superintendent for aforesaid acceptance or rejection. All matters contained in the re-employment offer shall be consistent with this Agreement.

C. *Employee Resignations*

Once a teacher or other employee covered under the terms of this Master Agreement has submitted written acceptance of the Board's offer of employment, both parties are equally bound to honor the employment agreement for its duration, except under the provisions of RSA 189:13 or if the parties mutually agree otherwise. The Board will not be obligated to accept a resignation from an individual employment contract unless a replacement suitable to the Board has been secured. The bargaining unit member resigning will be responsible for reimbursing the District for the cost of any insurance premiums pre-paid for July and/or August by the District.

D. *Teaching Before and/or After the Regular School Year*

Any member of the bargaining unit required by the Administration to work before and/or after the regular school year shall be compensated at a pro rata portion of his/her annual salary, provided, however, that this provision shall not preclude members of the bargaining unit from voluntarily performing curriculum study, preparation of instructional aide, etc. without pay during such period.

E. *Duty Free Lunch*

Each teacher will be provided with at least a twenty-five (25) minute lunch period free of all duties.

F. *Teacher's File*

The teacher will be permitted to respond to any statement in the teacher's file that has been generated after initial employment in Pembroke. The teacher's answer shall also be included in the file.

Upon receipt the teacher shall be furnished a reproduction of any material in his/her file at ten cents (10ç) per page. This will include reproductions of only that material generated after the teacher's initial employment in Pembroke, including the production of transcripts of all academic work.

Any complaint(s) deemed serious enough by the Superintendent to be placed in the teacher's file shall be brought to the attention of the teacher within fifteen (15) working days. Any such complaint(s) must state the nature of the complaint(s), the date(s) of the occurrence(s), and the name of the complainant(s). The teacher shall acknowledge he/she had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such complaint(s) filed, and his/her answer shall be reviewed by the Superintendent or his/her designee and be attached to the file copy.

G. *Procedural Aspects of Teacher Evaluation*

During the term of this agreement the Board will not change its policy entitled "Pembroke District Evaluation Plan" without first consulting the Association.

An administrator, designated by the Superintendent, shall within the first month of work orient all teachers regarding the procedures for teacher evaluation.

The Pembroke District Evaluation Plan recognizes three (3) options which can be used for teacher evaluation; summative, formative and intensified improvement cycles. These three (3) cycles will be utilized according to specific criteria found within the *Pembroke District Evaluation Plan* dated January, 1991 and revised October, 1993 and September, 2006.

The summative cycle will begin with an initial conference between the evaluator and the teacher no later than October 1. At least three (3) formal classroom observations will be conducted during the year. Prior to April 1, a summative conference will be held.

H. *Teacher Meetings*

Teachers may be required to remain after the end of the regular school day for departmental, school or staff meetings. Every effort will be made to confine the meeting to a period of one (1) hour beyond the end of a teacher's day. When possible, teachers will be notified at least forty-eight (48) hours in advance of the meeting. Teachers may be excused for sufficient cause, as determined by the administrator.

I. *Length of School Day/Year*

1. The length of each school year covered within this agreement shall not exceed one hundred eighty-five (185) days.

2. The length of the school day shall be defined in the following manner:

   Each teacher, as a professional employee, shall devote to his/her assignment the time necessary within and beyond the teacher in-school workday to meet his/her professional responsibility as has been traditional in the profession.

   This definition of the school day is adopted for the duration of the contract **(July 1, 2011, - June 30, 2013)** and will be reviewed annually in June by members of the Board and members of the Association. Should at any time this definition of the school day prove unsatisfactory in either party, then the normal on site day will be defined as follows:

   Pembroke Academy ---------- 7 hours and 20 minutes
   Three Rivers School ---------- 6 hours and 50 minutes
   Hill and Village Schools ---------- 6 hours and 50 minutes

   Should state mandates require the lengthening of the on-site time, the Board shall be obligated to bargain the impact of the mandate.

   A reasonable number of teachers will be required to remain to perform bus supervision. The duties will be rotated among the staff in an equitable manner.

J. *Vacancies and Promotions*

When vacancies occur in new or existing administrative, teaching or co-curricular positions, notice of such vacancies shall be posted in each school building. Such notice shall be posted for ten (10) days before the position is permanently filled, except after July 15 when the Superintendent may, in an emergency, or if a teacher resigns after the close of the school year permanently fill the position without posting.

In the event such vacancies occur during times when school is not in regular session, notice shall be sent to the Association President.

The notice shall include a job description, qualifications necessary, and salary.

K. *Supervisory Responsibilities*

Supervisory responsibility outside the normal school day shall be assigned impartially and equally by the Building Principal to all members of the faculty. No teacher is to be assigned to more than three (3) such supervisory responsibilities in any given academic year. Supervisory responsibilities to be assigned shall be limited to those items listed in Appendix D.

Teachers assigned supervisory duties at Pembroke School District fund-raising social events and sporting events shall be paid twenty-five ($25) dollars for each event they are required to attend.

L. *Substitutes*

Teachers shall be informed of a telephone number they may call before 6:15 A.M. to report unavailability for work. It shall be the responsibility of the Board to provide substitutes. The use of regular teachers as substitutes shall be only in emergencies.

M. *Professional Improvement*

Before the close of the school year, each teacher shall be notified, in writing, of the following:

1. Accumulated degree-credit hours to date.
2. Accumulated staff development hours to date.
3. Date of re-certification for renewal of state certification.

N. *Teacher Representation*

If a teacher is summoned to appear before an administrator to be disciplined, reprimanded or warned, he or she will be entitled to have a representative of the Association present if he/she so requests.

O. *Early Retirement Incentive Plan*

1. Eligible members of the bargaining unit may apply for inclusion in the Early Retirement Incentive Plan under the following guidelines:

   a. Applicants must be at least fifty-five (55) years of age prior to the planned date of retirement to access an early retirement benefit.

   b. Applicants must have been employed as teachers under the master agreement by the Pembroke School District for a minimum of ten (10) years at the time of retirement.

   c. Applicants for an early retirement benefit must submit an application and written intent to retire prior to December 1 of the year prior to the commencement of the planned retirement.

   d. The Pembroke School District will be obligated to approve and fund no more than three (3) early retirement benefit proposals during any one (1) fiscal year.

2. Eligible members of the bargaining unit accepted for inclusion in the Pembroke School District's Early Retirement Plan will receive:

   a. A sum equal to 50% of yearly salary as noted on the teacher's last professional contract prior to retirement, paid during July of the year following retirement.

   b. Payment by the District of 80% of the monthly cost of a single or two person health insurance plan offered by the District beginning at termination of the employee's regular health insurance benefit and extending until age sixty-five (65). Those accepted for this benefit prior to July 1, 1997 will receive 50% of the insurance cost.

P. *Reimbursement of Sick Days for Retirees*

Upon permanent retirement from teaching, a member of the bargaining unit who has accumulated one hundred twenty (120) sick days will be reimbursed for eighteen (18) days at his/her most recent per-diem rate, inclusive of longevity. Reimbursement will be issued on the first payroll period of the fiscal year following retirement.

ARTICLE VIII
GRIEVANCE PROCEDURE

A. *Definition*

A grievance is an alleged violation, misinterpretation, or misapplication of any provision of this agreement.

B. A grievance to be considered under this procedure must be initiated in writing by the employee within fifteen (15) school days of its occurrence or from the time the teacher knew or should have known of the occurrence. The following matters are excluded from the Grievance Procedure:

1. Any matter for which a specific method of review is prescribed by law, or by any rule or regulation of the State Board of Education.

2. A complaint of a probationary teacher which is caused by his/her not being re-employed.

3. A complaint by any certified personnel caused by appointment or lack of appointment, retention or lack of retention in any position for which a continuing contract is not possible or required.

4. Any matter which, according to law, is beyond the scope of the Board's authority or limited to the unilateral action by the Board alone.

5. Any grievance for which the grievant(s) or organization representing such grievant(s) has not in writing waived the right, if any, to submit the grievance to any other administrative of judicial tribunal.

Failure by the Board or its agents to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure of the grievant in any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of future appeal of the decision, and will be considered acceptance of the decision rendered.

No reprisal of any kind will be taken by the District or teachers against any party in interest or other participant in the grievance procedure. Any grievant party in interest may be represented by counsel or by a representative selected by the Association.

Procedure

Step 1: Any employee covered by this Agreement who has a grievance shall first discuss it with his/her immediate supervisor in an attempt to resolve the matter mutually at that level. A decision shall be rendered within five (5) school days. An individual employee may present an oral grievance

to his/her employer without the intervention of the executive representative. Until the grievance is reduced to writing, the exclusive representative shall be excluded from a hearing if the employee so requests, but any resolution of the grievance shall not be inconsistent with the terms of an existing agreement between the parties.

Step 2: If the teacher is not satisfied with the decision, he may appeal the decision to the Principal within five (5) school days after the receipt of the decision of the immediate supervisor. The appeal shall be in writing and must specify:

a. The nature of the grievance, i.e. the specific provisions of the Contract which have been violated or misinterpreted or misapplied.

b. The injury and the loss which is claimed, i.e. the specific loss to the employee in pay benefits.

c. The remedies sought.

d. Date of the alleged violation or misapplication.

The Principal shall investigate the matter and communicate the decision in writing to the grievant within five (5) school days from receipt of the written grievance.

Step 3: If the teacher is not satisfied with the decision, he may appeal his/her grievance to the Superintendent in writing within five (5) school days after receipt of the Principal's decision. The Superintendent shall investigate the grievance and render his/her decision in writing within ten (10) school days after the receipt of the appeal of his/her level.

Step 4: If the decision of the Superintendent does not resolve the grievance, the Association shall have the sole right to appeal that decision and the matter shall be submitted to a binding arbitration providing the Association notifies the Superintendent of such request within ten (10) days of the receipt by the Association of the Superintendent's decision. The following procedure shall be used to secure the services of an arbitrator.

a. The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within five (5) school days following the date the request for arbitration was received by the Superintendent the American Arbitration Association will be notified by either or both parties and requested to submit a roster of persons qualified to function as an arbitrator.

b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association to submit a second roster of names.

c. If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second list, the American Arbitration Association may be requested by either party to designate an arbitrator.

d. Neither the Board nor the Association will be permitted to assert any ground or evidence before the arbitrator which was not previously disclosed to the other party. The decision of the arbitrator shall be binding, but appealable under RSA Ch. 542.

e. The arbitrator shall limit himself to the issue submitted to him/her and shall consider nothing else. He shall be bound by and must comply with all of the terms of this agreement. He shall have no power to add to, delete from, or modify in any way any of the provisions of this agreement. The arbitrator may award a "make whole recommendation," but may apply no penalty payments.

f. The Board, the aggrieved, and the Association shall receive copies of the arbitrator's report. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.

g. The arbitrator's decision for settlement of a grievance shall be a binding decision on the issue and so advise the grievant, the Association and the School Board in writing.

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

ARTICLE IX
PEACEFUL RESOLUTION OF DIFFERENCES

In consideration of this agreement and its terms and conditions, the Association, its officers, representatives and members shall not, during the terms of this Agreement, engage in or condone any strike, slowdown, work stoppage or other concerted refusal to perform an assignment on the part of any employee(s) represented hereunder, nor shall the Association or its members take part in or condone "sanctions" against the Board or the School District.

ARTICLE X
SAVINGS CLAUSE

If any provision of this Agreement is or shall be at any time contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substituted action shall be subjected to appropriate consultation and negotiation with the Association.

In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XI
DURATION

This Agreement and each of its provisions shall be effective upon ratification and final approval of its terms or **July 1, 2011,** whichever is later, and shall continue in effect until June 30, 2013.

Any extension of this Agreement shall be mutually agreed upon in writing by the parties, and unless such extension is agreed upon, this Agreement shall expire on the date indicated herein, unless otherwise required by law.

The Association agrees that if RSA 273-A:12, VII is repealed during the term of this Agreement, the pay plan in Appendix A shall not be subject to continuation beyond expiration of this Agreement. The Association acknowledges that they are specifically waiving any claim that RSA 273-A:12, VII, if repealed, applies to this Agreement by virtue of being entered into or effective on a date prior to the repeal of RSA 273-A:12,VII.

Negotiations for a subsequent Agreement shall commence on or after March 31, 2012 on all items.

ARTICLE XII
DISCRIMINATION

The Board agrees that in the application and administration of this agreement, it will not discriminate against employees on the basis of race, creed, color, religion, national origin, sex, marital status, handicap or age.

In witness whereof, the parties have caused this Agreement to be signed by their respective President/ Chairman and attested to by their respective Secretary/Clerk and Chairman of their Negotiating Committees.

ARTICLE XIII
JUST CAUSE

No teacher shall be given an oral or written reprimand or be suspended without just cause. All information forming the basis for disciplinary action shall be made available to the teacher upon his/her request.

PEMBROKE SCHOOL BOARD:

CHAIRMAN

EDUCATION ASSOCIATION OF PEMBROKE:

PRESIDENT

Roger Michaels, Chief Negotiator

Norma Bailey

Rebecca Button

Susan Cowan

Rick Glen

APPENDIX A

PEMBROKE SALARY SCHEDULE

2011 - 2013

STEP	BA	BA+15	MA	MA+16
1	31,000	32,225	35,900	37,125
2	32,600	33,825	37,500	38,725
3	34,200	35,425	39,100	40,325
4	35,800	37,025	40,700	41,925
5	37,400	38,625	42,300	43,525
6	39,000	40,225	43,900	45,125
7	40,600	41,825	45,500	46,725
8	42,200	43,425	47,100	48,325
9	43,800	45,025	48,700	49,925
10	45,400	46,625	50,300	51,525
11	47,000	48,225	51,900	53,125
12	48,600	49,825	53,500	54,725
13	50,200	51,425	55,100	56,325
14	51,800	53,025	56,700	57,925

NURSES SALARY

Nurses shall be placed on the Bachelor salary schedule and track for those who have earned an RN or a BSN degree and in accordance to the years of experience as school nurse. A non-degree nurse shall be paid 90% of the BA scale at the appropriate step.

LONGEVITY

Longevity at $ 1,575 for A (15-17 years in the Pembroke School District)
2,075 for B (18-20 years in the Pembroke School District)
2,575 for C (21-25 years in the Pembroke School District)
3,075 for D (25+)

APPENDIX B

CO-CURRICULAR STIPEND SCHEDULE - 2011-2012

GROUP A ($1,050)
Elementary Drama Club
Golf Coach (T.R.S.)
Grade 9 Advisor (P.A.)
Grade 10 Advisor (P.A.)
Granite State Challenge Advisor (P.A.)
Key Club Advisor (P.A.)
Media Club (P.A.)
Newspaper (T.R.S)
Science Society Advisor (P.A.)
Tennis Coach (T.R.S.)

GROUP B ($1,763)
Art Club Advisor (T.R.S.)
Assistant Varsity Baseball Coach (P.A.)
Assistant Varsity Boys Soccer Coach (P.A.)
Assistant Varsity Boys Track Coach (P.A.)
Assistant Varsity Field Hockey Coach (P.A.)
Assistant Varsity Football Coach (P.A.)
Assistant Varsity Girls Soccer Coach (P.A.)
Assistant Varsity Girls Track Coach (P.A.)
Assistant Varsity Softball Coach (P.A.)
FBLA Advisor (P.A.)
FCCL Advisor (P.A.)
Foreign Language Club Advisor (P.A.)
Grade 11 Advisor (P.A.)
Horticulture Club Advisor (P.A.)
Intramurals Advisor (TRS)

National Honor Society Advisor (P.A.)
Science Society Advisor (P.A.)
SADD Advisor (P.A.)

GROUP C ($2000)
Assistant Varsity Spirit
Assistant Varsity Boys Basketball
Assistant Varsity Girls Basketball
Assistant Varsity Hockey
Baseball (T.R.S.)
Cross Country Coach (T.R.S.)
Drama (T.R.S.)
JV Sports:
- Boys Soccer
- Girls Soccer
- Field Hockey
- Baseball
- Softball
- Football

Pep Band
Student Council (T.R.S.)
Soccer (T.R.S.) Boys
Soccer (T.R.S.) Girls
Softball (T.R.S.)
Yearbook (T.R.S.)

GROUP D ($2,475)
9th Grade Boys Basketball Coach (P.A.)
9th Grade Girls Basketball Coach (P.A.)
Boys Basketball Coach (TRS)
Cross Country – Boys and Girls
Girls Basketball Coach (TRS)

Grade 12 Advisor (P.A.)
Homework Club Advisor(T.R.S.)
Outing Club Advisor (P.A.)
Spirit Coach (TRS)
Student Senate Advisor (P.A.)

GROUP E ($3,425)
Dance (P.A.)
Drama Advisor
FIRST Team Advisor
Golf (P.A.)
JV Boys Basketball
JV Girls Basketball
JV Spirit Coach
Tennis Boys (P.A.)
Tennis Girls (P.A.)
Varsity: Sports:
- Baseball
- Field Hockey
- Football
- Soccer Boys
- Soccer Girls
- Softball
- Track - Boys
- Track - Girls

GROUP F ($3,900)
Director Extra Curr. Act. (T.R.S.)
Varsity Boys Basketball Coach (P.A.)
Varsity Girls Basketball Coach (P.A.)
Varsity Hockey Coach (P.A.)
Varsity Spirit Coach (P.A.)
Yearbook Advisor (P.A.)

APPENDIX C

CO-CURRICULAR STIPEND SCHEDULE - 2012-2013

GROUP A ($1,075)
Elementary Drama Club
Golf Coach (T.R.S.)
Grade 9 Advisor (P.A.)
Grade 10 Advisor (P.A.)
Granite State Challenge Advisor (P.A.)
Key Club Advisor (P.A.)
Media Club (P.A.)
Newspaper (T.R.S)
Science Society Advisor (P.A.)
Tennis Coach (T.R.S.)

GROUP B ($1,788)
Art Club Advisor (T.R.S.)
Assistant Varsity Baseball Coach (P.A.)
Assistant Varsity Boys Soccer Coach (P.A.)
Assistant Varsity Boys Track Coach (P.A.)
Assistant Varsity Field Hockey Coach (P.A.)
Assistant Varsity Football Coach (P.A.)
Assistant Varsity Girls Soccer Coach (P.A.)
Assistant Varsity Girls Track Coach (P.A.)
Assistant Varsity Softball Coach (P.A.)
FBLA Advisor (P.A.)
FCCL Advisor (P.A.)
Foreign Language Club Advisor (P.A.)
Grade 11 Advisor (P.A.)
Horticulture Club Advisor (P.A.)
Intramurals Advisor (TRS)
National Honor Society Advisor (P.A.)
Science Society Advisor (P.A.)
SADD Advisor (P.A.)

GROUP C ($2025)
Assistant Varsity Spirit
Assistant Varsity Boys Basketball
Assistant Varsity Girls Basketball
Assistant Varsity Hockey
Baseball (T.R.S.)
Cross Country Coach (T.R.S.)
Drama (T.R.S.)
JV Sports:
- Boys Soccer
- Girls Soccer
- Field Hockey
- Baseball
- Softball
- Football

Pep Band
Student Council (T.R.S.)
Soccer (T.R.S.) Boys
Soccer (T.R.S.) Girls
Softball (T.R.S.)
Yearbook (T.R.S.)

GROUP D ($2,500)
9th Grade Boys Basketball Coach (P.A.)
9th Grade Girls Basketball Coach (P.A.)
Boys Basketball Coach (TRS)
Cross Country – Boys and Girls
Girls Basketball Coach (TRS)
Grade 12 Advisor (P.A.)
Homework Club Advisor(T.R.S.)
Outing Club Advisor (P.A.)
Spirit Coach (TRS)
Student Senate Advisor (P.A.)

GROUP E ($3,450)
Dance (P.A.)
Drama Advisor
FIRST Team Advisor
Golf (P.A.)
JV Boys Basketball
JV Girls Basketball
JV Spirit Coach
Tennis Boys (P.A.)
Tennis Girls (P.A.)
Varsity: Sports:
- Baseball
- Field Hockey
- Football
- Soccer Boys
- Soccer Girls
- Softball
- Track - Boys
- Track - Girls

GROUP F ($3,925)
Director Extra Curr. Act. (T.R.S.)
Varsity Boys Basketball Coach (P.A.)
Varsity Girls Basketball Coach (P.A.)
Varsity Hockey Coach (P.A.)
Varsity Spirit Coach (P.A.)
Yearbook Advisor (P.A.)

APPENDIX D
PEMBROKE SCHOOL DISTRICT
SUPERVISORY DUTIES

1. Home Basketball Games

2. Home Hockey Games

3. Senior Class Trip

4. Dances

   A. Prom
   B. Class Dances
   C. Winter Carnival
   D. Club Dances

5. Other

Unforeseen supervisory duties as may be deemed necessary by the Pembroke School Board.

PEMBROKE SCHOOL DISTRICT

SIDE BAR LETTER

The Pembroke School Board and the Education Association of Pembroke agree that policies on Reduction In Force (RIF) and Priority Criteria for Early Retirement be appended to the agreement and not changed for the life of the agreement which expires on June 30, 2013.

If the Pembroke School Board finds it necessary to implement the provisions of these policies, it agrees that it will follow the procedures specified therein, even where the collective bargaining agreement between the Board and Association has expired, provided that the initial implementation of these policies by the Board in a given case arose prior to the expiration date of the Agreement.

Pembroke School Board

By _____
Its Duly Authorized Representative

Education Association of Pembroke

By _____
Its Duly Authorized Representative

SIDE BAR LETTER

The parties agree to form a committee, with three teachers appointed by the Association and three administrators appointed by the Board, to discuss the issue of preparation time for elementary teachers. The committee shall report back to the Board with any recommendations no later than June 30, 2012.

Pembroke School Board

By _____
Its Duly Authorized Representative

Education Association of Pembroke

By _____
Its Duly Authorized Representative

APPENDIX E

PEMBROKE SCHOOL DISTRICT
REDUCTION IN FORCE POLICY (GCPA)

The decision to implement a reduction in force shall be made at the sole discretion of the Pembroke School Board.

The Board will consider any Association response prior to a final determination of which positions shall be eliminated.

The Board will notify a teacher in writing in a timely fashion that his/her position has been eliminated due to a Reduction In Force.

The Board shall make every reasonable effort to minimize the effect of a Reduction In Force on the incumbent staff through attrition, retirement, voluntary transfer, resignation, and contract refusal.

Probationary teachers shall be laid off before continuing contract teachers who are certified and qualified.

In determining which employee shall be laid off, the Board shall consider the following (unordered) factors:

a. job performance based on existing teacher evaluations,
b. experience in the subject area,
c. experience teaching at the grade level,
d. seniority.

Ties in seniority shall be broken by:

a. date of election by the board,
b. date of employee signature on the contract,
c. lottery.

Recall rights shall remain in effect for two (2) years.

Teachers who have been laid off are responsible for keeping the Board informed of their postal address.

Teachers shall be recalled in the inverse order of their being laid off, provided that they are certified and qualified for the available position(s).

The Board shall notify a teacher of his/her recall via certified mail, and the recalled teacher must respond within fourteen (14) calendar days of the date of the recall letter.

Teachers who have been laid off will be recalled prior to the hiring of any new teachers.

This policy is appended to the Agreement and will not be changed during the life of the Agreement.

APPROVED: April 9, 1991 - Pembroke School District

APPENDIX F

PEMBROKE SCHOOL DISTRICT

PRIORITY CRITERIA - EARLY RETIREMENT PLAN (GCPC)

The following ordered criteria will be used by the Pembroke School Board in making decisions regarding the district's Early Retirement Program when there are more applicants than places available in the program in any given year:

FACTOR 1 - Requirements enumerated in the Master Agreement must be met.

FACTOR 2 - Benefit will not be available to those who are over the age of 62 at the time of application.

FACTOR 3 - Seniority in terms of continuous, uninterrupted full-time service in the Pembroke School District. Approved leaves of absence do not constitute interrupted service nor count toward the service total.

FACTOR 4 - Age of applicant, with the oldest applicant selected first.

This policy will be amended only after consultation with the Education Association of Pembroke.

APPROVED: March 29, 1995 by Pembroke School Board