

**A G R E E M E N T**

**between the**

**PITTSBURG SCHOOL BOARD**

**and the**

**PITTSBURG EDUCATION ASSOCIATION –  
NEA/NEW HAMPSHIRE**

**JULY 1, 2020– JUNE 30, 2023**

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**ARTICLE I – RECOGNITION**

The Board recognizes the Pittsburgh Education Association – NEA/NH for purposes of collective negotiations pursuant to RSA 273-A as the exclusive representative of all teachers of the Pittsburgh School District as certificated by the New Hampshire Public Employees Labor Relations board.

**ARTICLE II – DEFINITION OF TERMS**

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:

1. The term “school” means any work location within the educational environment.
2. The term “teacher” or the term “employee” means a person included in the bargaining unit.
3. The term “board” means the school board or any of its agents.
4. The term “terms of employment” shall refer to the length of the school year, the school day, and the length of leaves and absences.
5. The term “grievance” means an alleged violation, misinterpretation, or misapplication of any provision of this agreement.
6. The term “association” or “exclusive representative” shall refer to the Pittsburgh Education Association – NEA/NH as certificated by the Public Employees Labor Relations Board.
7. Whenever the singular is used in this agreement, it is to include the plural and references to males will include females.

**ARTICLE III – GRIEVANCE PROCEDURE**

- A. The following matter is 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.
- B. Any employee may present an oral grievance to his employer or its agents without the intervention of the Association. Further, until the grievance is reduced to writing, the exclusive representative shall be excluded from the hearing if the employee so requests.
- C. Any resolution of a grievance shall not be inconsistent with the terms of an existent agreement between parties.
- D. Failure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure 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.
- E. Any party in interest may be represented by counsel or by a representative of the Association. The district may be represented by counsel.

Step 1. Any teacher covered by this agreement who has a grievance shall first discuss it with the principal in an attempt to solve the matter mutually at that level.

Step 2. If the grievance is not mutually resolved in Step 1, the teacher shall submit the grievance in writing on the form indicated in Appendix "A" to the principal within seven (7) school days of the occurrence of the grievance. The principal shall respond in writing within seven (7) school days to the teacher as to the decision he has rendered.

Step 3. If the teacher is not satisfied with the decision of the principal rendered in Step 2, he or she may appeal the grievance to the Superintendent of Schools or his representative within seven (7) school days after receipt of the decision. The appeal shall be in writing using the form indicated in Appendix "A". The Superintendent or his representative will investigate the grievance and communicate the decision in writing to the grievant within seven (7) school days from receipt of the written grievance.

Step 4. If the teacher is not satisfied with the decision rendered by the Superintendent, he/she may appeal his grievance to the School Board. Such an appeal must be made within five (5) school days after receipt of the Superintendent's decision and shall be in writing on the form indicated in Appendix "A". The School Board or a committee thereof will review the grievance and, at its option, may request that a hearing be held with those interested parties involved in the grievance prior to rendering a decision. The decision shall be rendered in writing within fifteen (15) school days after the receipt of the appeal.

Step 5. Resolution of Grievances: If the decision of the School Board does not resolve the grievance, the grievance shall be submitted to the American Arbitration Association where the decision(s) of the arbitrator shall be final and binding. In order for a grievance to proceed to this Step, the School Board must be notified in writing within ten (10) school days of the receipt of the Board's decision rendered in Step 4.

## ARTICLE IV – TERMS OF EMPLOYMENT

- A. The work year shall not exceed 180 school days and four (4) administrative days of which no less than three (3) shall be used for curriculum development and improvement. The location of the first Professional Development Day shall rotate between Pittsburg and Colebrook every other year, the location of the second day shall be at the discretion of the Superintendent, the location of the 3<sup>rd</sup> and/or 4<sup>th</sup> day shall be in Pittsburg.

A committee of (3) PEA appointed members and administrators shall be established to schedule the agenda for each of the scheduled early release days.

- B. The school day for teachers will begin not less than fifteen (15) minutes before the student starting time and end not less than thirty (30) minutes after student dismissal time, if not engaged in professional obligations/duties, or supervising students. The **current 7-½ hour** school day will be lengthened only if state mandates make it necessary. Teachers shall work no more than 7 ½ hours on early release days.
- C. Teachers may leave school immediately after the buses have departed on Fridays and the day preceding a holiday or vacation.

- D. The Board agrees to provide an average of one planning period per day for each teacher.
- E. All teachers shall have a duty-free lunch period each day that is equal in duration to the students' lunch period.
- F. Teachers may be assigned to work in other schools in SAU #7 or Canaan in order to provide required instruction for the school districts and provide closer to full time equivalent positions for Pittsburg teachers. If a Pittsburg teacher is required to assist another SAU school, they shall continue to receive a duty-free lunch and planning period as defined in D above.

## **ARTICLE V – DUES DEDUCTION**

The Board agrees to deduct from the salaries of its teachers dues for membership in the Pittsburg Education Association, the NEA/New Hampshire Association, and the National Education Association as said teachers voluntarily authorize the Board to deduct and to transmit the monies to the Pittsburg Education Association following the last paycheck of each month, starting in November. Deductions for individuals shall be in equal amounts for sixteen (16) pay periods upon individual authorization submitted on an appropriate form prior to October 15. Those who choose continuing deductions shall be required to submit the appropriate form and the District shall place such form on file. The Board shall not be responsible for dues collection for those teachers that terminate their position during the year.

## **ARTICLE VI – SALARIES**

- A. The Superintendent shall determine the initial placement of a new bargaining teacher onto the salary schedule within the following guidelines:
  - 1. Initial placement on the salary schedule shall be in accordance with the teacher's total years of teaching experience, highest degree and number of credits earned beyond said degree. No new hire will be paid more than an existing teacher with the equivalent experience, degree, and number of credits beyond that degree.

Starting Salary for a teacher with no experience:

|          | <b>BA</b> | <b>BA+18</b> | <b>BA+30</b> | <b>MA</b> |
|----------|-----------|--------------|--------------|-----------|
| FY 20-21 | \$38,852  | \$39,792     | \$40,733     | \$41,673  |
| FY 21-22 | \$40,052  | \$ 40,992    | \$41,933     | \$42,873  |
| FY 22-23 | \$41,252  | \$42,192     | \$43,133     | \$44,073  |

- 2. Members may be employed as teachers provided the Superintendent determines such employment is in the best interest of the district. The Superintendent will give members credit for their experience that relates to their teaching assignment. Members who are uncertified must apply for state certification under one of the state certification programs. Employment after the initial year will be based on the Superintendent's recommendation, progress toward certification, and applicable state laws.

- B. A cost of living increase for each of the three years will be distributed as follows:

|            |        |
|------------|--------|
| Year One   | \$1200 |
| Year Two   | \$1200 |
| Year Three | \$1200 |

Increases in the salary for the contract years are cost of living increases and, as such are not part of a pay plan that will continue once this Agreement expires. Teacher salaries will not be increased (unless a teacher attains additional education qualifying him/her for an increase in salary) until a successor agreement is approved by voters.

- C. Payment of salaries in this agreement, upon approval of funds by the legislative body, shall be based on twenty-two (22) or twenty-six (26) biweekly pay periods. The teacher will designate each year which option (s) he wants upon returning the individual contract. There will be no change of option during the contract year.
- D. All educational credits obtained which are to be applied for category changes on Article VI, A, 1 shall be earned through an accredited college or university in a subject area relevant to the teacher's performance. Educational credits must be graduate level courses and have a grade of "B" or better. Undergraduate courses may be taken for credit if the Principal and Superintendent agree that the course(s) would be a benefit to both the teacher and the District.
- E. Notification of a lateral move on the salary schedule must be made to the School Board in writing by the first day of January preceding the contract year of change. It will also be the teacher's responsibility to maintain their own records for such purposes.
- F. A member of the S A U #7 office staff will be available at the Pittsburg School on the last scheduled teacher workday to assist the Principal with the teacher "check-out" process. Final paychecks will be distributed only when the teacher has met all obligations to the District. In the event that the teacher has not met all obligations on the last scheduled work day, it will be necessary for the teacher to complete such obligations and appear at the S A U #7 office for final "check-out" and receipt of the final payroll check.
- G. The district will provide teachers the opportunity to have paychecks direct deposited into the teacher's bank as soon as the District's bank makes it available.
- H. Teachers who are assigned to work for other school districts will be paid mileage when traveling between the Pittsburg School and the other school to which they are assigned. Teachers shall be paid mileage at the IRS rate to and from the school they are traveling minus their commuter miles. If it is necessary to return to the Pittsburg School for professional duties, mileage will be paid for direct mileage from the assigned school to Pittsburg School. Mileage will also be paid to teachers who are assigned to travel to student worksites to observe a student or meet with the work supervisor when the work site participation is part of the student's academic program. Mileage will also be paid from the worksite back to Pittsburg School when the teacher returns directly to school. This reimbursement will be at the rate set by the I.R.S. in the previous year.



- I. Teachers whose courses result in Pittsburgh's students receiving both high school and college credit (dual enrollment, e.g. Running Start) will be paid \$625 per course taught per year. The minimum number of students will coincide with the CCSNH, SNHU, and other approved dual enrollment programs.

## ARTICLE VII – INSURANCE BENEFITS

The Board will provide group insurance, as follows:

1. The plan for this insurance benefit shall be ABSOS 25/50 3K DED with Rx Option #2 (R 10/25/40 M 10/40/70) which is offered through Health Trust.
2. In each year of this agreement the district shall pay 90% of a single premium, 91% of a (2) person premium, and 92% of a family premium. The employee is responsible for all remaining costs.

The employee shall have the option to choose the AB20 with Rx Option #1 (R 10/20/45). The employee will be responsible for all additional costs above the district's contribution to the ABSOS25/50 3KDED driver.

The Pittsburgh School District will establish a Health Reimbursement Account (HRA) to cover up to 50% of each employees deductibles. This HRA will provide a maximum match of \$1500 to single subscribers. The HRA will provide \$3000 for (2) person subscribers of which only \$1500 can be used per person. The HRA will provide a total of \$4500 for family subscribers, not more than \$1500 can be used by any one member of the family. This matching pool will be used to reimburse employees at a 50/50 split on each health claim (not to include co-pays) until the maximum deductible(s) is met.

3. The District's total liability for health insurance benefits shall not exceed the district's share of a Site of Service ABSOS25/50/3KDED Plan.
4. The district agrees to provide a health insurance incentive plan that allows a medical insurance buy-out. The plan provides an annual buy-back in an amount equal to \$3,000 for single and two-person subscribers or \$5,000 for family subscribers. A couple who work in the district would have the option of taking the insurance plan or the insurance buy-out, but not both. This benefit is subject to IRS tax law. Employees opting for the medical buy-out shall provide proof of other insurance.
5. The district shall provide a \$35,000 convertible term life insurance policy for each teacher.
6. Section 125 (Flexible Spending Account) will be made available to all teachers.
7. Teachers who have a 50% contract or more shall receive these and other allowable benefits on a prorated basis.

## ARTICLE VIII –LEAVE

Requests for paid leave under Items A & C shall be submitted on the form specified on the day the individual returns to work. Requests for paid leave under Item B must be on the form specified prior to the taking of the leave, except in cases of emergency. All requests for paid leave must be submitted through the office of the principal.

### A. SICK LEAVE

1. Each teacher shall be eligible to receive 17 days of paid personal sick leave per school year. Unused sick leave may be accumulated, not to exceed 125 days. (First year teachers shall accumulate sick leave as follows: six (6) days available September 1 through December 31. Additional days (6) available shall be accumulated from January 1 through March 31, and an additional five (5) days available April 1 through June 30 not to exceed a total of 17 days for the school year.
2. Sick leave may be used to address sickness in the teacher's immediate family. (This provision of sick leave shall not exceed seventeen (17) days per year of eligible sick leave accrued and is limited to spouse, children, mother, father, brothers, sisters, grandparents, in-laws, and residents of the household.
3. A doctor's certificate may be required by the Superintendent for excessive periodic absences. If the employee does not submit the requested doctor's certificate within five (5) calendar days of his return to work, the individual's pay will be reduced by the equivalent number of days lost. Additional sick leave may be granted to teachers who have used all their available sick leave at the sole discretion of the School Board.
4. Teachers shall receive a payment for unused sick days beyond the 125 maximum days in the amount of twenty dollars per day (\$20.00) subject to IRS tax law. Teachers shall receive this payment with their last check.

### B. SICK BANK

A voluntary sick leave bank will be established for the benefit of those professional employees whose accumulated sick leave for illnesses becomes exhausted. Each employee will have the opportunity to donate no more than (2) days prior to October 1 of each year. Employees shall be able to donate additional days if the sick bank falls below 20 days during the year. First year staff must donate a day prior to October 1 in order to be eligible for sick bank benefit. The bank shall have a maximum of 100 days. An employee shall be able to apply for no more than 30 days per year and must do so in maximum increments of 15 days.

To be eligible to receive benefits from the sick bank, a member of this bargaining unit must:

- (a) Have donated days to the sick bank as described above.
- (b) Have exhausted all of his/her sick leave



(c) Present satisfactory medical insurance of disability or illness (excluding work related accidents) which causes the employee to be unable to perform his/her contractual obligations for five consecutive work days. Additional documentation after the first 15 days may be required.

(d) Fill out the sick leave utilization form and submit it to the Association.

A committee of 3 members appointed by the Association shall render a decision within 7 days of receiving an initial application and shall communicate the name of the employee and the number of approved days to the SAU office.

If a second request of an additional 0-15 days occurs, the committee and the superintendent shall render a decision within 7 days of receiving the second application and shall communicate the name and number of approved days to the SAU 7 office.

#### C. PERSONAL LEAVE

Sick leave may be used for personal business. (This provision of sick leave shall not exceed three (3) days per year of eligible sick leave accrued.) One (1) day of paid personal leave, if available, may be used once during the school year immediately before or after a regular school vacation period on a first-come, first-served basis. No more than two (2) teachers will be allowed to utilize this provision immediately prior to, or immediately after, each vacation period. Consecutive personal days before or after a regular school vacation period will not be granted. Requests must be submitted at least one (1) week prior to date of leave. The one week requirement may be waived in emergency situations provided that the administration is provided sufficient information to make a determination for approval.

#### D. BEREAVEMENT LEAVE

Each teacher shall be eligible to receive three (3) days per occurrence of non-accumulative paid bereavement leave for a death in the family with an additional two (2) days available for a death in the immediate family defined as spouse, children, mother, father, brothers, sisters, grandparents, in-laws and residents of the household. This leave may be extended by the School board, without loss of pay, contingent upon accrued sick leave available. Any extra bereavement days will be deducted from sick leave.

#### E. JURY DUTY

A person selected for jury duty shall be paid their regular salary for these days. Days served on jury duty will not be deducted from the member's authorized leave time. Members will submit court salary reimbursement to the district. This will result in no loss of pay for the individual bargaining unit member who serves on jury duty.

### ARTICLE IX – MATERNITY LEAVE

Pregnancy and childbirth shall be treated as any other form of illness or disability. Sick leave may be applied toward any physical disability related to the pregnancy and verified in writing by the attending physician. An individual who is pregnant may remain at work as long as she desires, up to the indicated date when parenting leave is to commence, provided that the Superintendent may request written approval from her attending physician that the individual is in generally good health and physically able to

carry out the required teaching responsibilities. Should individual circumstances dictate, leave may commence prior to the date indicated by the individual.

## **ARTICLE X – PARENTING LEAVE**

It is agreed that the District shall grant parenting leave to all professional staff who qualify under the following provisions:

- A. Except in cases of emergency, parenting leave must be requested in writing by the applicant at least thirty (30) calendar days prior to the date the leave is to commence. Request for parenting leave must be accompanied by a doctor's certificate verifying pregnancy in the household.
- B. All parenting leave granted by the District shall include the option of using up to (5) paid sick days, but otherwise shall be without pay. Parenting leave shall apply to the birth, adoption or illness of a child or other member of a bargaining unit member's immediate family.
- C. Sick leave benefits accrued will be retained during the duration of parenting leave and shall be maintained upon renewal of employment as specified in paragraph G. Individuals commencing their parenting leave during the school year shall continue to have their sick leave accumulate up to the time the leave is to take effect.
- D. All medical insurance benefits shall be retained during the duration of parenting leave.
- E. Seniority benefits shall be retained during parenting leave and will be maintained upon renewal of employment by the District as specified in Paragraph G. Placement on the salary step upon renewal of employment in the same school year shall be at the same step the individual was on at the commencement of the leave. However, individuals that have worked a minimum of 90 school days during a school year in which parenting leave takes place shall be placed on the next highest step for which they are eligible upon renewing their employment with the District the following school year.
- F. Parenting leave will not be granted for a period beyond 120 calendar days following the commencement of the leave. However, this period may be extended for another 30 calendar days at the sole discretion of the School Board and upon receiving such a written request by the leave recipient.

In order to preserve continuity of instruction, the Board may delay renewed employment to coincide with the beginning of a marking period provided such delay will not deprive the leave recipient in meeting the 90-day requirement specified in Paragraph E. Request for re-employment must be submitted not less than 20 days prior to termination of parenting leave.

- G. The District will have discharged its entire responsibility under this section by honoring a written request for re-employment from the leave recipient within the time limits established in Paragraph F. If a written request for re-employment is not made within the time limits specified and should actual re-employment not take place, all accrued personal benefits specified shall be terminated.

**ARTICLE XI – SABBATICAL LEAVE**

1. Teachers employed by the Pittsburgh School District for a period of five (5) consecutive years may be considered for a one-year sabbatical leave without pay and benefits, except as provided in this article. The purpose of the leave must be directly related to the employee's teaching assignment or the pursuit of an advanced degree in education. Such leaves will be considered by the School Board upon prior written request from the teacher. The written request must be submitted by December 31 preceding the school year in which the leave is desired.
2. Approval may be granted provided a qualified substitute would be available during the time span of the leave and provided that approval will not adversely affect the school educational program. Sabbatical leave is limited to one teacher per school year. The District must request of the employee as to their intent to return on or before March 1 of the year in which the leave takes place. If the employee fails to respond to the District of his/her intent to return by April 1<sup>st</sup>, he or she will be considered to have voluntarily resigned the position. Placement on the salary schedule following sabbatical leave will be one step higher than that held at the time the leave commenced.

**ARTICLE XII – PROFESSIONAL DEVELOPMENT**

Teachers may be granted three (3) days of professional development for educational activities distinctly relevant to the individual's immediate teaching assignment plus one day for each additional certification up to a maximum of five days total (5). Such leaves will be considered by the administration upon prior written request from the teacher and granted only if such leave will not have an immediate adverse effect upon the school's daily educational program. Additional professional development days may be granted by the School Board, upon recommendation by the Principal and Superintendent.

**ARTICLE XIII – RETIREMENT SEVERANCE BENEFIT**

- A. Teachers resigning from the teaching profession after ten (10) years of continuous service within the Pittsburgh School District shall be eligible for a retirement severance payment. Such payment shall be based on unused sick leave in the amount of thirty dollars per day (\$30) providing further that any teacher eligible for such benefits who may suffer from a catastrophic injury or illness (as certified by a licensed medical doctor) during the last two years of service shall receive such severance benefits based on unused sick leave prior to the onset of such injury or illness.  
Teachers wishing to collect this benefit must notify the School Board by the first day of January in the contract year in which the benefits payments are to start.
- B. A teacher with ten (10) years' experience in the District and at least fifty (50) years of age at retirement may notify the Board of their retirement up to two (2) years prior to their retirement. The Board will pay an additional stipend of five thousand (\$5000) dollars for each of the last two (2) years of employment notice up to \$10,000) for two (2) years notice subject to acceptable performance and continued employment. Thus, there would be \$5000 for one-year notice. In no case will a rehiring teacher receive more than \$10,000 from this article XIII B.
- C. A teacher desiring to remain in service after notification of retirement has been given may be considered for continued service upon the approval of the School Board.

## ARTICLE XIV – PHYSICAL EXAMINATIONS

The District will pay a maximum up to the fee charged by Indian Stream Health Center toward periodic physical examinations required for employment and re-employment and which have been performed by a licensed physician. Examinations or doctor's certificates that may be required due to periodic absences shall not be eligible for reimbursement.

## ARTICLE XV – FUNDING OF COST ITEMS

All cost items negotiated and agreed upon by the Pittsburgh Education Association – NEA/NH and the Pittsburgh School Board shall be submitted to the Pittsburgh School District for approval. If the District rejects any part of the submission, or while accepting the submission takes any action which would result in a modification of the terms of cost items submitted to it, either party may re-open negotiations on all or part of the entire agreement. (RSA 273-A:1, Section IV, COST ITEMS, and 273-A:3, Section II, item b)

Negotiating team members of both parties will jointly draft the pertinent warrant article(s) for consideration of their respective, total membership prior to the ratification vote by each party.

Upon ratification by both parties, the pertinent warrant article(s) agreed to will be presented to the legislative body for action.

## ARTICLE XVI – SAVINGS CLAUSE

If any article or part of the Agreement is held to be invalid by interpretation of a court of law or legal tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such body, the remainder of the Agreement shall not be affected.

## ARTICLE XVII – COURSE/ REIMBURSEMENT

The District shall reimburse teachers for the credit hour cost of courses up to the current UNH rate per credit hour taken, under the following conditions:

1. Total reimbursement costs of the District in the fiscal year shall not exceed twelve thousand dollars (\$12,000) budget for credit bearing course reimbursement in each year of the agreement.
2. To be eligible for reimbursement, courses to be taken must have **prior** recommendation of the building principal and **prior** approval of the Superintendent. Forms for this purpose will be provided by the S A U #7 office. The superintendent shall be the sole judge of whether a course will apply under this section. Judgment will be based upon the course(s) direct and meaningful application to the position held by the teacher.
3. Applications of intent to take a course will be processed four (4) times during a fiscal year: no later than September 15 for the Fall term; no later than November 30 for the Winter term; no later than March 15 for the Spring term; no later than May 30 for the Summer term.
4. Course requests will be judged on a first come – first served basis, but no teacher shall receive reimbursement for more than the equivalent to the UNH rate of one eligible course in a fiscal year until all teachers eligible for first course reimbursement have been paid in that year. Any

unused portion of the \$12,000 shall be used to reimburse those teachers who have taken more than one course (based upon the date of the course request.)

5. To be eligible for reimbursement, the teacher must present to the superintendent a grade report or transcript indicating successful completion of the course(s) with a grade of B (3.0) or better. Also, a receipt of payment for credit hours must be presented. These documents must be submitted no later than June 15.
6. Teachers receiving reimbursement under this section must teach in the District at least the full semester that follows completion of the course(s), or forfeit the amount of the reimbursement. If the teacher does not complete a full semester of teaching upon receiving reimbursement, the teacher will authorize a payroll deduction from his or her last check with the district or reimburse the district the full amount. For courses completed in the spring or summer terms reimbursement will be made by September 30<sup>th</sup> of the new school year.
7. No unexpended monies under this section shall be carried over to the next fiscal year.
8. Uncertified employees shall be reimbursed for the credit hour cost of courses up to 50% of the current UNH rate per credit hour taken.

## **ARTICLE XVIII – EXTRA CURRICULAR STIPENDS (excluding Athletics)**

The District agrees to pay annual stipends to advisors as follows: See Appendix C.

Any other extra-curricular positions to be added to the pay schedule must have prior approval of the Pittsburg School Board. Guidelines for the structure of any extra-curricular activity are subject to approval by the Board.

## **ARTICLE XIX – NON-DISCRIMINATION**

The Association agrees to represent equally all bargaining unit members without regard to race, color, creed, age, sex, marital status, disability, sexual orientation, gender, or membership in the Association.

The Board agrees not to discriminate against a bargaining unit member because of race, color, creed, age, sex, marital status, disability, sexual orientation, gender or membership in the Association.

## **ARTICLE XX – REDUCTION IN FORCE**

In the event that the school board decides to reduce staff due to declining enrollment, budget limitations or other conditions, which, in its judgment necessitate staff reduction, the following procedure shall be utilized.

1. The Association shall be notified, in writing, of the board's intent to reduce staff, and will be provided with the reason for the reduction.



2. The school board shall reduce staff in areas it designates. Staff reductions shall be based upon job performance as indicated by administrative evaluations, with the exception that probationary teachers shall be released before continuing contract teachers. In the case of equivalent evaluations, seniority shall prevail. Appropriate certification is necessary.
3. Teachers who are released because of a reduction in force shall retain rehiring rights for a period of two years. In rehiring such teachers, the school board shall select the best qualified teachers, in its judgment, from the pool of laid off teachers. The school board retains the right to hire outside of the reduction pool if, in its judgment, no laid off teacher is qualified for the position under consideration.
4. The district will give preference on the substitute list to laid off teachers during their two-year period with rehiring rights.
5. Seniority, for the purpose of this article shall be defined as consecutive years of service in the school district. A teacher who is laid off will retain all accrued seniority and contract benefits when he/she is rehired by the district.
6. Any teacher subject to a lay-off shall receive 21 days' written notice prior to the effective date of the lay-off.

## **ARTICLE XXI – EVALUATIONS**

The parties agree that teacher evaluations are a progressive tool to be used to assist teachers in becoming more effective educators, as well as a device to be used to measure the overall competence of a teacher. It is further agreed that evaluations will be conducted in accordance with the established district procedure, and will be carried out in a consistent, nondiscriminatory manner. Evaluations that are not conducted in accordance with this article shall not be used by the board when considering renewal of a teacher's teaching contract or in considering a reduction in force.

## **ARTICLE XXII – MENTORING**

The assignment of mentors to teachers will be subject to board approval.

A five hundred dollar (\$500) stipend will be paid to mentors for each teacher for whom they provide mentoring services to. It is agreed that the principal will work with the mentors and the teachers they work with to provide time during the school day to allow for observations and other activities that can best be accomplished during the school day.

In order to promote the highest levels of trust and assistance, strict rules of confidentiality shall be maintained through a concept called a data curtain. This concept demands that all information and discussion that takes place between the mentor and the teacher remains confidential unless the teacher requests that information be shared with the evaluator. The evaluator may give suggestions and concerns to the mentor that might be helpful, but the mentor cannot ever discuss the interchange between mentor and teacher.

The data curtain does not prevent the evaluator from sharing expectations and goals for growth and/or remediation with the teacher and mentor at the beginning of the evaluation cycle. In such cases, the



mentor should include these areas in the observations and consulting dialogue with the teacher. Mentors are not to provide data or testimony in any employment renewal or dismissal actions.

Any uncertified personnel would be required by the District to have a mentor until the time that they obtain certification. Any newly certified teacher or any teacher new to the District will be assigned a mentor if the teacher requests it or if the District requests it. Pittsburg certified teachers shall be given first option and then certified teachers from surrounding towns.

### ARTICLE XXIII – POSTING OF POSITIONS

Any teaching or extracurricular positions that become open will first be posted internally for a period not to exceed five (5) days in a designated spot within the building. If the posting were to take place outside of the normal school year the President of the Association or his/her designee would be notified by mail. The Board will make every effort to have certified personnel awarded the position over uncertified applicants.

### ARTICLE XXIV – REORGANIZATION

In the event of a change to the the makeup of the SAU, the District or the school system that results in regionalization, consolidation or something other than the current system, both parties agree to reopen negotiations and bargain the impact of such change.

### GENERAL PROVISIONS

This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary and mutual consent of the parties in written and signed amendment to this Agreement.

Copies of this Agreement shall be printed within thirty (30) days after the Agreement is signed and shall be presented to all teachers now employed, hereinafter employed, or considered for employment by the Board. Cost of printing shall be shared equally by the Board and the Association.

PITTSBURG EDUCATION ASSOCIATION  
NEA/NH

PITTSBURG SCHOOL BOARD

Emily M. Behardt  
Dawn A. Pettit  
David L. Correll  
\_\_\_\_\_  
\_\_\_\_\_

Date

Copy R. arm  
Janine Gray  
Binnie Paquette  
Dindsey R. Gray  
William R. Brinkley  
\_\_\_\_\_

Date

NEGOTIATED AGREEMENT

APPENDIX "A"

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**PITTSBURG SCHOOL DISTRICT**

Grievance # \_\_\_\_\_

Grievance Record

(For Use at Steps 2, 3, &amp; 4)

|   |       |                    |       |
|---|-------|--------------------|-------|
| Name of Grievant                            | _____ | Date Filed         | _____ |
| Home Address                                | _____ | Telephone #        | _____ |
| Building                                    | _____ | Assignment         | _____ |
| Name of Principal                           | _____ | School Telephone # | _____ |
| Date of alleged violation or misapplication |       | _____              |       |
| Article of the agreement allegedly violated |       | _____              |       |
| Statement of the grievance                  |       | _____              |       |
| _____                                       |       |                    |       |
| _____                                       |       |                    |       |

Nature and extent of the injury or loss involved \_\_\_\_\_

Results of previous discussions of the grievance and dissatisfaction with decisions previously rendered

Remedy sought \_\_\_\_\_

\_\_\_\_\_  
Signature - Association Representative

\_\_\_\_\_  
Signature - Grievant

Disposition by:           Principal

Superintendent

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

\_\_\_\_\_  
Principal/Superintendent of Schools

Grievance settled on the basis of Principal's/Superintendent's answer \_\_\_\_\_

Grievant: \_\_\_\_\_

## COURSE REQUEST FORM

(Submit to the Principal to be eligible for the UNH credit hour cost of courses reimbursement)

Name of Teacher \_\_\_\_\_ Date \_\_\_\_\_

Current Teaching Assignment \_\_\_\_\_  
Subject \_\_\_\_\_ Grade Level \_\_\_\_\_

Title of Course(s) to be taken:

Total Number of Credit Hours \_\_\_\_\_ Total Credit Hours Cost \_\_\_\_\_

Term: (Please check) FALL \_\_\_\_\_ WINTER \_\_\_\_\_ SPRING \_\_\_\_\_ SUMMER \_\_\_\_\_

College or University:

\*\*\*\*\*

I recommend approval of the above \_\_\_\_\_ I do not recommend approval of the above \_\_\_\_\_

If not recommending, reason(s)

Principal's Signature \_\_\_\_\_

Date \_\_\_\_\_

.....  
I approve of the above \_\_\_\_\_ I do not approved the request \_\_\_\_\_

Reason(s)

Superintendent's Signature \_\_\_\_\_

Date \_\_\_\_\_

**PITTSBURG EXTRA CURRICULAR SALARY SCHEDULE****Appendix C**

|                               |           | 2020 - 2021      | 2021 - 2022      | 2022 - 2023      |
|-------------------------------|-----------|------------------|------------------|------------------|
| Description                   | % of Base | 38,852           | 40,052           | 41,252           |
|                               |           |                  |                  |                  |
| Class Advisor Grade 7         | 1.0%      | 389              | 401              | 413              |
| Class Advisor Grade 8         | 1.0%      | 389              | 401              | 413              |
| Class Advisor Grade 9         | 2.0%      | 777              | 801              | 825              |
| Class Advisor Grade 10        | 2.0%      | 777              | 801              | 825              |
| Class Advisor Grade 11        | 2.0%      | 777              | 801              | 825              |
| Class Advisor Grade 12        | 3.5%      | 1,360            | 1402             | 1444             |
| Key Club                      | 3.5%      | 1,360            | 1402             | 1444             |
| Yearbook                      | 2.0%      | 777              | 801              | 825              |
| National Junior Honor Society | 2.0%      | 777              | 801              | 825              |
| National Honor Society        | 2.0%      | 777              | 801              | 825              |
| Student Council - Jr. High    | 1.0%      | 389              | 401              | 413              |
| Student Council - High School | 1.5%      | 583              | 601              | 619              |
| Drama                         | 6.0%      | 2,331            | 2403             | 2475             |
|                               |           | 0                | 0                | 0                |
| Staff Development (each)      |           | 0                | 0                | 0                |
| 2 positions                   | 1.5%      | 583              | 601              | 619              |
|                               |           |                  |                  |                  |
| <b>Totals</b>                 |           | <b>12,044.12</b> | <b>12,416.12</b> | <b>12,788.12</b> |

Acting Principal \$ 50 per diem or \$ 25 per half day  
 In the absence of the Principal and Assistant Principal