



MASTER AGREEMENT

between

**THE EDUCATION ASSOCIATION
OF
PITTSFIELD**

and

THE PITTSFIELD SCHOOL BOARD

Effective: August 25, 2007

THE EDUCATION ASSOCIATION OF PITTSFIELD
AND
THE PITTSFIELD SCHOOL BOARD

MASTER AGREEMENT

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ARTICLE I

MASTER AGREEMENT

1.1 AGREEMENT MADE this 29TH day of January ²⁰⁰⁷ by and between the Pittsfield Board of Education (hereinafter referred to as "The Board"); and the Education Association of Pittsfield, affiliated with the National Education Association/New Hampshire, (hereinafter referred to as "The Association").

WITNESSETH:

1.2 WHEREAS, in order to encourage professionalism and the continuous, effective and harmonious working relationship between the Board and the Association, both the Board and the Association desire to enter into a so-called "Master Agreement", and

1.3 WHEREAS, both the Board and the Association have certain authority conferred upon them under Revised Statutes Annotated, Chapter 273-A of the State of New Hampshire to enter into a mutually satisfactory Master Agreement and hereby act to the extent and within the limitations of the relevant provisions of said Chapter 273-A;

1.4 NOW THEREFORE, the Board and the Association each in consideration of the agreements of the other herein contained, hereby agree as follows:

ARTICLE II

RECOGNITION

2.1 The Board recognizes the Association, by certification of the Public Employee Labor Relations Board created by RSA 273-A:2, is the exclusive representative of certified classroom teachers, nurse, librarian and reading teacher, but excluding all others, including but not limited to: principals, assistant principals, guidance, secretaries, aides, custodians, school lunch personnel, and any others excluded pursuant to the provisions of RSA 273:A, employed by the Pittsfield School District (hereinafter sometimes called the "District"). The Association will represent equally all those of whom it has been so certified as the representative without discrimination and without regard to membership in the Association.

ARTICLE III

BOARD PRIVILEGES

3.1 The Board, on its own behalf, and on behalf of the District, retains and reserves to itself and the District all jurisdiction, powers, right, authority, duties and responsibilities by law conferred and vested in it and the District.

ARTICLE IV

RIGHTS OF THOSE REPRESENTED BY ASSOCIATION

4.1 Those certified to be represented by the Association as aforesaid reserve and retain to themselves their full rights of citizenship as conferred upon them by law. No political or religious activity or lack thereof, by them undertaken outside the performance of the duties for which they are employed by the District, shall be grounds for any discipline or discrimination against them. As employees of the District they shall not be required to perform any duty or act which is intended to threaten the physical safety of anyone. All rules and regulations governing them as employees of the District are intended to be applied uniformly and shall be so applied insofar as practicable.

ARTICLE V

PRIOR BENEFITS

5.1 Except as hereinafter otherwise provided or as hereafter agreed between the Board and the Association during the life of its certification, the Agreement shall not be applied or interpreted so as to maintain or perpetuate for those certified to be represented by the Association as aforesaid the advantages and benefits heretofore enjoyed by them as individual employees of the District, this Agreement from and after its date establishing the advantages and benefits of employment by the District for those so represented by the Association as a unit.

ARTICLE VI

GRIEVANCE PROCEDURE

6.1 A "Grievance" shall mean a complaint by an employee or group of employees of the District certified to be represented by the Association as indicated in Section 2.1 hereof, that there has been a personal loss or injury to the employee or group because of a violation, misinterpretation or misapplication of the provisions of this Agreement. In order to be considered, the grievance procedure must be initiated under this section by the employee or group within thirty (30) calendar days of its occurrence.

6.2 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise. Both the Board and the Association agree to keep grievance proceedings confidential and informal at all levels of the procedure. Nothing herein contained shall limit the right of any such employee or group of employees certified to be represented by the Association and having a grievance, to discuss the same informally with any appropriate member of the district administration including the Board, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

6.3 Upon failure at any step of the procedure provided hereby to communicate the decision on a grievance within the specified time limit hereinafter set forth, the grievance would pass to the next procedural level.

Failure at any step of said procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision there rendered.

It is understood that all employees certified to be represented by the Association shall, at the discretion of the Board, with full salary, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until said grievance and any effect thereof shall have been fully determined.

Any such employee (including group of employees, hereinafter comprehended by the term "employee") who has a grievance shall

discuss it first with the member of the Administration of the District to whom the employee is immediately responsible in an attempt to resolve the matter informally at that level.

6.4 Level One. If, as a result of said discussion, the grievance is not resolved to the satisfaction of the employee, the employee will put the grievance in writing to the principal within five (5) days of the discussion. The five days will be school days, or within five (5) consecutive days omitting Saturdays and Sundays if school is not in session. The employee shall specify:

- (a) the nature of the grievance and date of occurrence;
- (b) the nature and extent of the injury, loss, or inconvenience;
- (c) the results of said first discussions; and
- (d) the specific section of this Agreement alleged to be violated, misinterpreted or misapplied.
- (e) remedy or redress specifically being requested.

The principal shall communicate his decision, in writing, to the employee within ten (10) school days, or within ten (10) consecutive days omitting Saturdays and Sundays if school is not then in session, of receipt of the written grievance.

6.5 Level Two. The employee, no later than five (5) school days or within five (5) consecutive days omitting Saturdays and Sundays if school is not then in session, after receipt of the principal's decision may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing in the same form required for submission to the principal and specifying the particulars of the employee's dissatisfaction with decisions previously rendered. The Superintendent shall meet with the employee to attempt to resolve the grievance, as quickly as practical, within a period not to exceed five (5) school days or within five (5) consecutive days omitting Saturdays and Sundays, if school is not then in session. After said meeting, the Superintendent shall communicate his decision in writing to the employee and the principal within five (5) school days, or within five (5) consecutive days omitting Saturdays and Sundays if school is not then in session.

6.6 Level Three. The employee, no later than five (5) school days, or within five (5) consecutive days omitting Saturdays and Sundays if school is not then in session, after receipt of the

Superintendent's decision, may appeal the Superintendent's decision to the Board. The appeal to the Board must be made in writing in the same form required for submission to the principal and specifying the particulars of the employee's dissatisfaction with the decisions previously rendered.

The Board shall meet with the employee to attempt to resolve the grievance as quickly as practical, that is, at the Board's next regularly scheduled meeting to be held not more than fifteen (15) days after receipt of the employee's appeal from the Superintendent's decision. After said meeting, the Board shall communicate its decision to the employee within five (5) school days, or within five (5) consecutive days omitting Saturdays and Sundays if school is not in session.

6.7 Level Four. If the decision of the Board does not resolve the grievance to the satisfaction of the employee, the employee shall so notify the Association and of the employee's desire for review of the grievance by a third party. If the Association determines that the grievance should be so reviewed, it shall, in writing, advise the Board through the Superintendent within twenty (20) school days, or within twenty (20) consecutive days, omitting Saturdays and Sundays if school is not then in session, of the employee's receipt of the Board's decision. The parties shall attempt during the next ten (10) calendar days to agree on a mutually acceptable arbitrator to hear the grievance. If no agreement can be reached, a request for a list of arbitrators shall be requested from the American Arbitration Association. If a mutual selection is not made from the list provided, the AAA shall appoint an arbitrator to hear the case. The rules of the American Arbitration Association shall apply. The decision of the arbitrator shall be final and binding, however, he or she shall have no power or authority to render a decision that ignores or adds to the agreement between the parties.

6.8 The employee with a grievance may be represented at all levels of the above-delineated grievance procedure by two, (2) people selected by the employee.

6.9 An employee shall be free from restraint, interference, coercion, discrimination or reprisal in pursuing the grievance procedure herein set forth and the Board and the Association shall jointly and severally work to assure the same.

6.10 The employee shall bear the costs incurred by the employee in pursuing the grievance procedure herein set forth.

6.11 The fees and costs of binding and final arbitration shall be shared equally between the Association and School Board.

6.12 If the Board or the Association disagree as to the meaning or interpretation of any of the provisions of the Agreement, either may request binding and final arbitration.

6.13 If, in the judgment of the Board and the Association, a particular grievance will affect a group of employees, all of whom are certified to be represented by the Association as aforesaid the Association may join in the processing of the grievance and become a party thereto.

6.14 All documents, communications and records dealing with the processing of a grievance shall be a part of the record in the case of the grievance. When the case of the grievance has been closed but not before, the record of the case shall be a matter of public record for all purposes not protected by RSA 91-A. The decision of the Arbitration panel as described in Section 6.7 above shall be binding and final except as State or Federal law provides subsequent action.

ARTICLE VII

DUES DEDUCTION

7.1 It is agreed by and between the Association and the Board that, the Treasurer of the Association will deliver written authorizations to deduct dues from payroll to the office of the Superintendent of Schools no later than the date of the second regular payroll for that school year. Signed authorizations will be delivered by the Treasurer of the Association in one lot. Deductions shall be made in equal amounts for the remaining pay periods beginning with the third payroll of the contract year.

7.2 The amounts deducted shall be remitted monthly directly to the Treasurer of the Education Association of Pittsfield. If a teacher leaves the district before the full dues authorized have been deducted, the balance due shall be deducted from the teacher's final paycheck upon additional written authorization of the teacher. A teacher may, in writing, rescind an authorization

at any time. The Association will indemnify and hold the Board harmless from any and all liability of damages resulting from good faith efforts to comply with this provision.

ARTICLE VIII

EMPLOYEE EVALUATION

8.1 Observation of the work performance of an employee certified to be represented by the Association will be conducted openly. Formal observation sessions shall be with the full knowledge of the employee. All other observations of the employee's work performance which are to be made part of his file will be made known to the employee.

8.2 An employee shall be given a copy of any evaluation report prepared by his evaluators before or during any conference held with him to discuss it. If the employee is dissatisfied with this evaluation conference, he may request additional conference time.

8.3 The importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel for the purpose of improving instruction is recognized.

8.4 No written evaluation report shall be placed in the employee's file or otherwise acted upon without affording the employee an opportunity for a prior conference thereon. The employee shall sign such report in acknowledgment that the employee has read it, but in no way to indicate agreement with the contents thereof.

8.5 The employee shall acknowledge that he has had the opportunity to review such comment or report by affixing his signature to the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such comment or report or to any material filed in his personal file and his answer shall be reviewed and commented upon in writing by the Superintendent or his designee and both answer and comment thereon attached to the file copy.

8.6 Evaluations shall be filed, signature notwithstanding, and such action shall be so indicated by the employee's supervisor. The Association shall be informed if any such employee has refused to sign derogatory or evaluation material that is being placed in his file.

8.7 Each employee shall be entitled to knowledge of and access to supervisory records and reports of his competence, personal character and efficiency as are maintained in his personal file in evaluation of his performance as an employee of the District.

8.8 In the event the Superintendent removes from the teacher's file any materials, a dated notation shall be placed in the file stating what materials have been removed.

8.9 Upon twenty-four (24) hours' notice, each employee shall have the right to review and reproduce material in his personal file to which he is entitled.

ARTICLE IX

LEAVES

9.1 Child Rearing Leave

9.1.1. Employees are allowed up to twelve (12) weeks of leave without pay, in each twelve (12) month period, for reasons provided for under the Family Leave Act of 1993 (FMLA) i.e. (a) the birth of the employee's child, (b) the placement of a child with the employee for adoption or foster care, (c) caring for a spouse, child or parent in the event of a serious health condition, or (d) inability of the employee to perform the functions of his or her job because of a serious health condition. All definitions within this section shall correspond to those in the Act and its regulations.

9.1.2 To the extent possible, the portion of extended leave of absence (FMLA) taken due to disability resulting from pregnancy, miscarriage or child birth shall be charged to available Sick Leave. Such Sick Leave shall be used from the on-set of the extended leave of absence (FMLA).

9.1.3 During the twelve (12) week period of leave, the employee's insurance benefits will be maintained in a manner identical to

that in effect for "active" employees and the employee's service, credit and position will not be affected by such leave.

9.1.4 After twelve (12) weeks has elapsed, the employee's employment status will be continued by: 1) return to duty, 2) medical evidence clearly stating the employee's inability to return to assigned duties and the use of benefits provided for in this Agreement, 3) granting of additional leave without pay or benefits by the Superintendent under the following conditions:

- (a) For childbirth or adoption occurring on or between 1 January and 30 June, child rearing leave shall continue until the 31 August following one calendar year. For child birth or adoption occurring on or between 1 July and 31 December, child rearing leave shall continue until the following 31 August.
- (b) All benefits to which a teacher was entitled at the time of leave, including accumulated sick leave, shall be restored upon return from leave. Teachers may keep their benefits in force while on leave by paying the cost of benefits to the School District. This payment should be made thirty (30) days prior to the due date.

9.1.5 The twelve (12) month period, for purposes of FMLA calculation, shall be the anniversary date of the initial granting of leave of absence under the Act and this Article of the Agreement.

9.2 Professional Leave:

9.2.1 Each professional employee certified to be represented by the Association will be allowed two (2) days absence with full pay for leave approved in advance by the Superintendent, to attend professional or educational meetings or conferences or for travel involving District business. All requests for such absence shall be made in writing on forms provided by the District to the Principal in the first instance and if recommended by him/her, shall be submitted to the Superintendent for consideration.

9.2.2 If a request for professional leave is denied by the Principal, the Principal shall state the reasons why such leave was denied. Denials shall be reviewed by the Superintendent for further consideration.

9.2.3 Up to two (2) paid days for each of two (2) representatives of the Association shall be allowed for attendance at NEA/NH or NEA meetings at no other expense to the District.

9.3 Personal Leave:

9.3.1 Employees certified to be represented by the Association shall be entitled up to two (2) days of personal paid leave per year. Personal leave is non-cumulative and may be used only for personal or family matters such as those of a legal or medical nature; these include, but are not limited to, court appearances, medical appointments and legal transactions. In applying for leave under this provision the employee will not be required to provide detailed reasons for the request; however, by applying for leave under this provision the employee assures the Board that the matter in need of attention cannot be handled on a non-school day.

9.3.2 Written applications to the employee's Principal for personal leave shall be made at least five (5) school days before taking such leave (except in the case of emergencies). The Principal shall forward the request with his recommendation to the Superintendent of Schools for the latter's action. Any request not disapproved by the Superintendent within five (5) school days from its receipt by the Principal, is automatically approved.

9.3.3 The granting of personal leave during the first two and the last two weeks of the school year and immediately preceding and following vacation or holidays will be considered only under emergency circumstances.

9.3.4 Other leaves of absence with or without pay will be considered by the Board on an individual basis.

9.4 Emergency Leave:

9.4.1 All employees certified to be represented by the Association shall be allowed up to three (3) days leave per year with pay (not accumulative and not deducted from sick leave) in case of unforeseen emergency situations involving the individual employee or a member of his/her immediate family. The term "immediate family" shall be construed to mean spouse, children, parents, grandparents, grandchildren, mother-in-law, father-in-law, brothers, sisters, or others living in the home of the employee.

9.5 Sick Leave:

9.5.1 For absences caused by personal/family illness or physical disability, each employee certified to be represented by the Association shall be granted fifteen (15) days of paid leave per school year, cumulative to one hundred and ten (110) days. For purposes of this provision, "family" shall be construed to mean spouse, children, teacher's parent, or the following when living in the home of the teacher: grandparents or parents-in-law.

9.5.2 Beginning with September 1, sick leave will accumulate at the rate of 1.5 days per calendar month, September through June.

9.5.3 First-year teachers may borrow up to five (5) sick days from their first year's unearned sick leave. After expiration of such leave, the Board shall consider each case individually.

9.6 Sick Leave Bank:

9.6.1 The Board agrees to establish a sick leave bank to cover teachers starting the second consecutive year of teaching in Pittsfield in the event of long-term illness.

9.6.2 The sick leave bank shall be administered by a committee composed of three (3) members of the Association appointed by the President, hereinafter called the Administrative Committee. Each member shall serve for one (1) year and until a successor shall be appointed. The Administrative committee shall meet as needed. A majority of the members shall constitute a quorum and a majority of those present and voting shall decide all questions.

9.6.3 Each teacher starting the second consecutive year of teaching in Pittsfield wishing to be covered agrees in writing to donate one (1) or two (2) days each year from the fifteen (15) that are allowed to accrue in a one-year period to be deposited in said bank; such days to be deducted from the teacher's accumulated sick leave.

When the bank reaches the maximum accumulation only new employees or employees wishing to join the bank for the first time shall contribute one (1) or two (2) days of the fifteen (15) he/she is allowed to accrue in a one year period to be covered by the bank; however, this shall not increase the maximum number of days in the bank.

9.6.4 Members may enroll as soon as they have a sick leave day to contribute. Each succeeding school year shall be a new enrollment period and days contributed to the bank shall not accrue in excess of one hundred-eighty (180) days.

9.6.5 A member shall become eligible to request extended benefits from the sick leave bank after an incapacitating illness or disability provided the member has exhausted all accrued sick leave. Upon presentation of satisfactory medical evidence of disability or illness to the Administrative Committee and approval by said Committee, the Committee shall forward its recommendation to the Superintendent.

9.6.6 Upon recommendation of the Superintendent and approval of the Board, a member may be granted up to twenty-five (25) days in addition to the regular sick leave; provided however, that under extenuating circumstances additional days may be requested and processed as heretofore set forth. During such additional sick leave, under the provisions of this article, any and all benefits normally provided a teacher shall continue.

9.6.7 Guidelines for application by a member to the sick leave bank shall be determined by the Administrative Committee and published by said Committee.

9.7 Jury Duty Leave: A teacher who is called for jury duty or subpoenaed as a witness shall be excused from teaching duty for the actual time involved in said service, and will receive the difference between jury fees and the teachers daily pay. No salary deduction or loss of leave shall occur when a teacher is absent because he has been called to appear in court or other tribunal on business concerning the Pittsfield School District.

ARTICLE X

SUBSTITUTE TEACHERS

10.1 Substitute teachers shall be provided for all teachers having the responsibilities of a classroom who are absent from school and who are certified to be represented by the Association for the sole purpose of fulfilling such responsibilities. The use of employees certified to be represented by the Association as

substitute teachers shall be avoided except where the health and safety of students might be endangered.

10.2 The attempt should be made to obtain substitute teachers in such cases fully certified to teach in the subject area with respect to which the absence exists.

ARTICLE XI

ASSOCIATION RIGHTS

11.1 The Board agrees that the individual employee certified to be represented by the Association as aforesaid shall have full freedom of association, self-organization, and the designation of representation of the employee's own choosing; to negotiate the terms and conditions of employment, and that the employee shall be free from interference, restraint or coercion by the Board, or its agents, in the designation of such representative or in self-organization or in other concerted activities for the purpose of collective bargaining.

11.2 The Association and its representatives shall be permitted to use the school buildings for meetings and school equipment, upon verbal approval of the principal.

11.3 The Association and its representatives shall have the right to post notices of activities and matters of Association concern on employee bulletin boards with the prior verbal approval of the principal. The Association may use employee mailboxes for communication to employees certified to be represented by the Association with the prior verbal approval of the principal. The Association may request of the principal from time to time, opportunity at faculty meetings to present announcements and with the principal's verbal approval may make such presentations thereat.

11.4 The president of the Education Association of Pittsfield assumes full responsibility for registering with the principal all outside representatives, consultants, and other persons invited onto District property by the Education Association of Pittsfield.

ARTICLE XII

PRINTING AND DISTRIBUTION

12.1 The Board and the Association agree to share equally the costs of reproducing and distributing this Agreement. The Board agrees to distribute copies of this Agreement to all employees certified to be represented by the Association. The Board agrees to distribute copies of this Agreement to the administrative and supervisory personnel in the District.

ARTICLE XIII

SAVINGS CLAUSE

13.1 If any provision of this Agreement, or any application of this Agreement as to any employee or group of employees certified to be represented by the Association as aforesaid, shall be found contrary to law, then such provision or application shall be deemed invalid to the extent thereof; but all other provisions or applications hereof shall continue in full force and effect. If the nature of the invalidity permits the substitution of a new provision or application to replace that which has been determined

to be contrary to law, negotiations for such substitutions between the Board and the Association shall commence within thirty (30) days after said determination has become final and unappealable.

ARTICLE XIV

TRANSFERS, ASSIGNMENTS, AND REASSIGNMENTS

14.1 Information regarding vacancies will be provided to all employees and the Association within three days of the vacancy. These vacancies will be posted in each school's main office and teacher's room.

14.2 Employees certified to be represented by the Association as aforesaid, who desire a change in employment position for the next school year, including teachers who desire a change in grade and/or subject assignments shall file a written statement of such desire with the Principal not later than March 1 of each school year. Said statement shall include the position, grade and/or

subject to which the employee desires to be assigned, in order of preference.

14.3 In making his recommendation the Superintendent shall consider among other factors he deems relevant, employee's qualifications and system-wide balance of experience and inexperience. The final decision pertaining to employment assignments shall be that of the Board upon recommendation of the Superintendent. Upon reaching its decision, the Board shall notify the employees involved.

14.4 In the event of change of assignment, the employee involved shall be notified at the earliest practical time. Assignment changes will be avoided after June 1. In the event of a change of assignment and upon the request of the employee, a consultation with the Superintendent or designee shall be held. The assignment of said employees to positions, grades and/or subjects, as the case may be, will generally be within their areas of demonstrated and certified competence.

ARTICLE XV

WORKER'S COMPENSATION AND PERSONAL INJURY

15.1 When an employee certified to be represented by the Association is absent from school as a result of a personal injury caused in the course of employee's employment, and the employee's claim is determined to be payable under Worker's compensation, the employee will be paid the net difference between Worker's Compensation payments and the employee's full pay at the employee's applicable salary rate and such payments shall continue until any such employee has used all of his or her accumulated sick leave whereupon further payment by the District shall cease. An employee's net or take-home pay from combined worker's compensation payment and sick leave may not exceed that received during his or her pay periods from working. Sick days shall be deducted on a prorated basis equal to pro-ration of salary paid to equal full salary. Amounts paid by the District under the provisions of this section shall be subject to usual and customary payroll deductions (taxes, retirement, etc.)

15.2 In the event of the injured employee's recovery on the basis of a third party claim, he or she may repay the actual amount paid by the District, to or for his or her benefit, pursuant to the

foregoing provisions whereupon the employee shall be restored his or her sick leave.

ARTICLE XVI

TIME REQUIREMENTS

16.1 Each employee certified to be represented by the Association as aforesaid is expected to devote to his or her contracted work the time necessary to accomplish the same.

16.2 The Association agrees that such employee's day is not necessarily co-terminus with that of the pupil.

16.3 Such employees are expected to obligate whatever time is reasonably necessary to carry out their professional duties, including faculty meetings, conferences with parents or students, extra help to the students, open house, or conferences with administration as required. Such meetings shall be of reasonable duration.

16.4 All such employees shall have a lunch period free of assigned duties but shall be subject to call to provide such assistance as they are qualified to give when the health and safety of students might be endangered.

16.5 The Board agrees that each teacher entitled to be represented by the Association will have at least six (6), forty-five (45) minute planning/preparation periods every ten (10) school days at the Elementary School and one planning/preparation period per day at the Middle High School.

In addition to the planning/preparation periods outlined in Article 16.5, the Board agrees that each elementary school teacher entitled to be represented by the Association will have four (4) additional planning/preparation periods of at least thirty (30) minutes every ten (10) school days. Should the School District fail to fund the enrichment program and the library program to the level funded in the 1999-2000 school year, the number of planning periods will revert back to at least six (6) forty-five (45) minute planning/preparation periods every ten (10) school days.

ARTICLE XVII

REDUCTION IN FORCE

17.1 If it is necessary for the Board to decrease the number of employees certified to be represented by the Association, the Board will do so in a manner that is reasonably calculated to maintain and preserve, insofar as practicable under the circumstances of the necessity, the quality of education in the District.

17.1.1 Criteria

The factors in lay-off decisions shall include the following: seniority, certifications, and ability. Seniority is defined as the number of years of service to the Pittsfield School District. Certification is defined as the State certificate(s) held by the teacher. Abilities shall be determined by satisfactory evaluations on field. The Board shall make every effort to retain senior teachers who are certified. Only in those situations in which the School Board can show substantial reasons that retaining a senior teacher would not be in the best interests of the school system should the senior employee be laid off.

17.1.2 The Board shall provide to the Association by January 15th of each year a seniority list which indicates the dates of employment of all the members of the bargaining unit. The Board will include the certifications of each employee.

17.1.3 The Board shall provide to each teachers slated to be laid off the reasons why he/she was chosen to be laid off.

17.2 The Board will also consider achievement of such a decrease through attrition and retirement. Any such employee laid-off may secure other employment during the period of his/her lay-off.

17.3 Laid-off employees will be reinstated, in inverse order of their being laid off; to the extent qualified to fill the available employment opening.

17.4 To the extent relevant under the provisions of this Agreement, employees reinstated shall receive credit for previous years of service to the District.

17.5 The Board will not fill available employment openings with

new employees without giving laid-off employees qualified to fill such openings an equal opportunity. If a position from which a teacher has been laid off becomes re-established within the immediate annual teacher contract year, said teacher laid off from that position will have the first opportunity to fill the position as re-established.

17.6 Laid-off employees will have the opportunity to substitute teach within the District.

17.7 The provisions of this article will not apply to an employee who has been laid off for more than one (1) annual teacher contract year.

ARTICLE XVIII

JUST CAUSE

18.1 No employee certified to be represented by the Association shall be suspended, disciplined, reprimanded, reduced in rank or compensation without just cause. All information forming the basis for disciplinary action will be made available to the employee, the administration and the Board. Non-renewal and/or discharge of a teacher shall be in accordance with prevailing State Education Statutes.

ARTICLE XIX

NEGOTIATION PROCEDURES

19.1 The Board and the Association agree to enter into collective negotiations in accordance with RSA 273-A in a good faith effort to reach an agreement concerning the terms and conditions of employment. Terms and conditions of employment are defined in RSA 273-A, Definition XI.

ARTICLE XX

MISCELLANEOUS PROVISIONS

20.1 This agreement shall replace any policies of the Board which are contrary to the specific terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

20.2 The privileges granted to the Association in Article XIII will not be granted to any other organization which claims to represent any teacher(s) covered by this Agreement unless such organization is certified by the Public Employees Labor Relations Board. This shall not, however, prevent the Board from communicating or consulting with any individual teacher, or group of teachers for any purpose the Board shall deem desirable in the discharge of its responsibilities, nor shall it preclude any teacher from appearing before the Board in his/her own behalf on matters relating to employment by the Board.

20.3 This Agreement may not be altered, changed, added to, deleted from, or modified without the voluntary mutual consent of the parties in writing and any change must be in the form of an amendment to this Agreement signed by the parties.

20.4 The captions to the articles in this Agreement are used only for convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties thereto.

20.5 The Board will provide payroll deductions for employees certified to be represented by the Association to the Service Federal Credit Union upon receipt of written authorization from the individual employee.

20.6 Those comments or reports regarding an employee made to any member of the administration by a parent, student or other person which are used in evaluating an employee shall have been promptly investigated as to their accuracy. An employee shall be given, to the extent practicable, an opportunity to respond to and meet with a person making a derogatory or degrading comment or report for purpose of rebuttal. Where such opportunity cannot practically be afforded, the record thereof shall be so noted and the comment or report given such minimal weight, if any, as the circumstances accord.

ARTICLE XXI

SCHOOL CALENDAR

21.1 The Superintendent will meet to discuss the school calendar with the President of the Education Association at least ten (10) days prior to presenting the School District Administration's proposed school calendar to the School Board for adoption. The Superintendent will present the Association's written recommendations regarding the calendar to the School Board, along with the School District Administration's recommendations. Determination of the final calendar schedule shall be the sole and exclusive responsibility of the School Board.

The school calendar will consist of 180 instructional days which shall fall between August 25 and June 30. There shall be a maximum of five (5) Professional Development Days. Two days will be utilized for parent/teacher conferences, two (2) days for school district Professional Development, and one (1) day to attend the NEA-NH Instructional Conference on its scheduled date.

The "floating" professional development day is intended to be used by faculty at any time during the contract year, including summer months, to complete school-related work. Teachers must obtain approval from the Principal and the Superintendent of Schools at least ten (10) days prior to utilizing the floating professional day. All requests for use of the "floating" professional development day shall be made in writing on a form provided by the District. Such form shall be developed and mutually agreed upon by both the District and the Association. Any request not disapproved by the Superintendent or his/her designee within five (5) working days from its receipt by the Principal or his/her designee shall be automatically approved.

ARTICLE XXII

COMPENSATION

22.1 Salaries

Salary for professional employees certified to be represented by the Association will be established according to the Step and

Track Schedule found in Appendix A for the 2007-2008, 2008-2009, 2009-2010 school years.

22.2 Health Insurance

All employees hired on or before June 30, 2003 shall be provided with the benefits of the New Hampshire Municipal Association Trust Blue Cross/Blue Shield Plan JWMC, Comp 100, BlueChoice with Riders, Mathew Thornton HMO, or any other mutually agreed upon plan.

Employees newly employed for the 2007-2010 school year and thereafter, shall be provided with the benefits of the NHMA Trust Blue Cross/Blue Sheild Plan Comp 100, BlueChoice with Riders, Matthew Thornton HMO, or any other mutually agreed upon plan.

Employees may select any of the options during the enrollment periods provided.

The District's cost of premiums for any of these plans, shall be a maximum (cap) of:

	Single	2 Person	Family
2007-2008	8,500	12,500	14,700
2008-2009	9,500	15,200	19,000
2009-2010	10,700	18,000	24,500

The employee's share of premiums shall be paid by the individual employee through payroll deductions.

A Section 125 account, as permitted by the IRS, will be made available to employees who wish to make their contributions to the health plan on a pre-tax basis.

An employee currently eligible and enrolled in the District's health insurance plan who elects no coverage under the District's plan and provides evidence that they are otherwise covered by a health insurance plan shall receive a payment of one-thousand dollars (\$1,000.00) as a supplement to his or her salary paid at the beginning of the school year by October 1st.

22.2.1 Dental Insurance

All members of the Bargaining Unit will have access to any dental plan offered by NHMA Trust at their own expense.

22.3 Life Insurance

The School District agrees to pay the total cost of a \$40,000.00 term life insurance policy for the duration of this agreement (2007-2010).

22.4 Course and Workshop Reimbursement

22.4.1 The parties support the principle of continuing training of teachers such as participation by teachers in course work for advanced degrees or special studies. The Board agrees to budget moneys for the purpose of course reimbursement equal to one-third the staff times seven hundred (\$700.00). Total reimbursement for one course shall not exceed the cost of a four (4) credit matriculated graduate course at UNH. Teachers who attain a grade of B or better shall be reimbursed for up to four credits, initially, until the budgeted amount is exhausted. If budgeted funds remain after all applicants have been reimbursed for the initial four credits, qualifying teachers shall be reimbursed for additional credits up to a total of eight credits per year, per teacher. Application for using the remaining budgeted funds must be made through the use of the School District's Reimbursement Application forms.

22.4.2 Moneys shall be distributed in the following manner:

- A. Teachers in the third year of their recertification cycle will have until October 15 to submit the paperwork for reimbursement or for advanced payment for course work.
- B. By October 25, the balance of the moneys available will be published by the business office. Any employee, regardless of his/her certification cycle, may then submit the paperwork for course reimbursement approval.

22.4.3 Advanced payment for the course shall be made by the District. If the employee fails to complete the course or does not complete it satisfactorily, the advanced money will be deducted from the employee's paycheck. A method for the deduction will be made jointly by the Superintendent and the employee.

22.4.4 By March 1 of the school year, the business office will publish the balance of the money in this budgeted item. This will allow time for teachers to make plans for summer study.

22.4.5 Workshop Reimbursement

The Board agrees to establish an additional fund available for those certified to be represented by the Association in the amount of Ten Thousand Two Hundred Dollars (\$10,200) to cover the cost of workshops outside the district per school year for the duration of this Agreement. Workshop money may not be advanced but shall be reimbursed upon successful completion of the workshop. The amount of money available to each teacher shall be determined by the Administration.

22.5 Pay Periods

Employees certified to be represented by the Association shall be paid in 22 or 26 equal pay periods. They shall indicate their choice to the business office by April 15th for the following year.

22.6 Longevity Clause

Teachers with eighteen (18) or more years teaching experience including a minimum of twelve (12) years in the Pittsfield School District will receive additional monies as outlined below, based on individual teacher's contracted step and track salary annually.

Year 2007-2008	.7%
Year 2008-2009	.8%
Year 2009-2010	.8%

ARTICLE XXIII

TEACHER CONTRACT

23.1 Teachers will not be released from their individual contract after July 15. They have the right, however, to appeal for release to the Pittsfield School Board. Terms of the individual contract for those certified to be represented by the Association shall conform to the terms of this Master Agreement insofar as applicable.

23.2 The Association agrees to send a letter concerning release from a signed contract to all those certified to be represented by the Association by June 1; this letter will advise teachers that breaking a contract after July 15 constitutes a breach of contract. Further, it will remind teachers that their individual contract provides that such breach may result in a claim for all damages incurred by the Board and all costs of collection of such damages, including reasonable attorneys' fees.

23.3 In the event of such breach of contract, representatives of the Association will meet with the Board to consider whether the circumstances of the breach are such that the Association would join the Board in seeking revocation of the current year's teaching license of the offending individual.

ARTICLE XXIV

ADMINISTRATIVE AUTHORITY

24.1 The administration shall have full and complete authority to direct the employees certified to be represented by the Association in the event of conditions which might endanger the health and safety of students and other employees. Such authority shall supersede any or all conditions agreed to in this Agreement.

ARTICLE XXV

DURATION

25.1 The Provisions of this Agreement will be effective as of August 25, 2007, and will remain in full force and effect until August 31, 2010. If a successor Agreement is not approved prior to the expiration of this Agreement, status quo will be maintained relative to the conditions set forth herein until a successor agreement is approved.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

Witness:

[Handwritten Signature] 5/8/07

EDUCATION ASSOCIATION OF PITTSFIELD

By: *Dennis A. Filsom* 5/8/07
Negotiations Spokesperson

Date: _____

PITTSFIELD SCHOOL BOARD

[Handwritten Signature]

By: *Mary Paradise*
Board Negotiator

Date: 5-17-07

Appendix A

Pittsfield School District

Step/Track Schedule for 2007 - 2008, 2008 - 2009, 2009 - 2010 attached.

07-08 Proposed Salary Schedule

Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30
0	27,238	28,164	29,091	30,022	30,700	31,631	32,560
1	27,919	28,868	29,818	30,772	31,468	32,421	33,374
2	28,617	29,590	30,564	31,542	32,254	33,232	34,209
3	29,333	30,330	31,328	32,330	33,061	34,063	35,064
4	30,066	31,088	32,111	33,138	33,887	34,914	35,941
5	30,817	31,865	32,914	33,967	34,735	35,787	36,839
6	31,588	32,662	33,737	34,816	35,603	36,682	37,760
7	32,378	33,478	34,580	35,686	36,493	37,599	38,704
8	33,187	34,315	35,444	36,579	37,405	38,539	39,672
9	34,017	35,173	36,331	37,493	38,340	39,502	40,664
10	34,867	36,053	37,239	38,430	39,299	40,490	41,680
11	35,913	37,134	38,356	39,583	40,478	41,704	42,931
12	36,991	38,248	39,507	40,771	41,692	42,956	44,218
13	38,100	39,396	40,692	41,994	42,943	44,244	45,545
14	39,243	40,578	41,913	43,254	44,231	45,572	46,911
15	40,421	41,795	43,170	44,551	45,558	46,939	48,319
16	41,633	43,049	44,465	45,888	46,925	48,347	49,768
17	42,882	44,340	45,799	47,265	48,333	49,797	51,261

08-09 Proposed Salary Schedule

Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30
0	28,061	29,015	29,969	30,928	31,627	32,586	33,544
1	28,762	29,740	30,719	31,702	32,418	33,400	34,382
2	29,481	30,484	31,487	32,494	33,229	34,235	35,242
3	30,218	31,246	32,274	33,307	34,059	35,091	36,123
4	30,974	32,027	33,081	34,139	34,911	35,969	37,026
5	31,748	32,828	33,908	34,993	35,784	36,868	37,952
6	32,542	33,648	34,755	35,868	36,678	37,789	38,900
7	33,355	34,490	35,624	36,764	37,595	38,734	39,873
8	34,189	35,352	36,515	37,683	38,535	39,703	40,870
9	35,044	36,236	37,428	38,625	39,498	40,695	41,892
10	35,920	37,141	38,363	39,591	40,486	41,713	42,939
11	36,998	38,256	39,514	40,779	41,700	42,964	44,227
12	38,108	39,403	40,700	42,002	42,951	44,253	45,554
13	39,251	40,585	41,921	43,262	44,240	45,580	46,920
14	40,428	41,803	43,178	44,560	45,567	46,948	48,328
15	41,641	43,057	44,474	45,897	46,934	48,356	49,778
16	42,891	44,349	45,808	47,274	48,342	49,807	51,271
17	44,177	45,679	47,182	48,692	49,792	51,301	52,809

09-10 Proposed Salary Schedule

Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30
0	28947	29932	30916	31906	32627	33615	34604
1	29671	30680	31689	32703	33443	34456	35469
2	30413	31447	32482	33521	34279	35317	36356
3	31173	32233	33294	34359	35136	36200	37264
4	31953	33039	34126	35218	36014	37105	38196
5	32751	33865	34979	36098	36914	38033	39151
6	33570	34712	35854	37001	37837	38984	40130
7	34409	35579	36750	37926	38783	39958	41133
8	35270	36469	37669	38874	39753	40957	42161
9	36151	37381	38610	39846	40746	41981	43215
10	37055	38315	39576	40842	41765	43031	44296
11	38167	39465	40763	42067	43018	44322	45625
12	39312	40649	41986	43329	44309	45651	46993
13	40491	41868	43245	44629	45638	47021	48403
14	41706	43124	44543	45968	47007	48431	49855
15	42957	44418	45879	47347	48417	49884	51351
16	44246	45750	47255	48768	49870	51381	52891
17	45573	47123	48673	50231	51366	52922	54478