

**Agreement Between
The Cornish School Board
And
The Cornish Education Association
July 1, 2021 to June 30, 2022**

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Jul 14, 2021

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ARTICLE I
PREAMBLE

This Agreement is made and entered into by and between the Cornish School Board and the Cornish Education Association.

The Cornish School Board and the Cornish Education Association have negotiated in good faith pursuant to RSA 273-A. The agreements reached are confirmed in the following articles.

ARTICLE II
RECOGNITION

The School Board recognizes the Cornish Education Association, affiliated with NHEA/NEA, for the purpose of collective negotiations pursuant to RSA 273-A, as the exclusive representative of those teachers as certified by the New Hampshire Public Employees Labor Relations Board.

Definitions: The following apply unless otherwise stipulated:

1. The term "School" refers to the Cornish Elementary School.
2. The term "teacher" refers to a person employed by the District who is eligible to be included in the bargaining unit.
3. The term "School Board" refers to the Cornish School Board.
4. The term "Association" refers to the Cornish Education Association.
5. The term "District" refers to the Cornish School District.

ARTICLE III
GENERAL PROVISIONS

- A. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed Amendment to this Agreement.
- B. A copy this Agreement shall be provided via email by the School Board to each teacher employed.
- C. The rights and/or privileges granted to the Association will not be granted to any other group or organization which purports to represent any employees covered by this Agreement as long as the Association is the certified bargaining unit by the Public Employees Labor Relations Board.
- D. Whenever any notice is required to be given by either party to the Agreement, the party shall do so in writing to the following addresses:

Cornish Elementary School
P.O. Box 358
Cornish Flat, NH 03746

President, Cornish Education Association

Cornish Elementary School
274 Townhouse Road
Cornish, NH 03745

Notice shall be effective when the receipt thereof is acknowledged by the recipient in writing.

ARTICLE IV
DURATION

The provisions of this Agreement will be effective as of July 1, 2021 and will continue and remain in effect until June 30, 2022.

ARTICLE V
NEGOTIATIONS PROCEDURE

- A. The Association and School Board agree to enter into collective negotiations in accordance with the New Hampshire RSA 273-A.
- B. On or before October 1, either party may submit to the other, written notice of its intention to negotiate a successor Agreement.
- C. The parties shall meet at reasonable times and places to negotiate in good faith.
- D. The School Board shall furnish to the Association, upon request, that information which is in the public domain and is a matter of public information.
- E. Any Agreement reached shall be reduced to writing and be signed by the School Board and the Association. A copy of the Agreement shall be filed with the New Hampshire Public Employees Labor Relations Board within fourteen (14) days of the signing.
- F. If Agreement is not reached by ninety (90) days prior to the budget submission date, either party may declare an impasse and utilize the procedures set forth under RSA 273-A:12, Resolutions of Disputes, to resolve impasse.

ARTICLE VI
PERSONNEL FILES

- A. Any teacher shall have the right, upon request, to review the contents of his/her personnel file except confidential reference information. Upon request from a currently employed teacher, the administration will remove any record of discipline (excluding suspensions) from the personnel file which are at least three years old and are not related to sexual misconduct or criminal activity.
- B. No material shall be placed in a teacher's file unless the teacher has had an opportunity to review such material by signing the copy to be filed. Such signature in no way indicates agreement with the content therein. The teacher shall also have the right to submit a written answer to such material and this answer shall be reviewed by the Superintendent, or his designee, and attached to the file copy.
- C. No material shall be placed in the personnel file of a teacher after termination of employment.
- D. In the event there is removal of material from a teacher's file, a dated notation stating what has been removed and the reason for such removal shall be placed in the file.

ARTICLE VII
CORNISH EDUCATION ASSOCIATION RIGHTS

- A. The Board shall not refuse to hire, to discharge, or to otherwise discriminate against any person regarding compensation or terms and conditions of employment because of the person's race, color, religious creed, national origin, gender, domicile, marital status, age, sexual orientation, or mental or physical disability.
- B. Each employee of the bargaining unit has the right, freely and without fear of penalty or reprisal, to form, join and assist the Association or to refrain from such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly prohibited in the New Hampshire Public Employee Relations Law RSA 273-A, the right to assist the Association extends to participation in the management of the Association and acting for the Association in the capacity of Association Representative, including presentation of its views to officials of the School Board, the building or other appropriate authority within the District or the State. The School Board shall take action that no interference, restraint, coercion, reprisal, or discrimination is practiced against members of the bargaining unit and/or the Association.
- C. The Association and its representatives may use the school building at reasonable hours for meetings before or after the teacher work day. Permission for use will be at the discretion of the Principal upon proper notice and prior approval. Such permission will not be unreasonably withheld.
- D. The Association or its representatives may use school equipment at the discretion of the Principal upon proper notice and approval. Costs of materials will be borne by the Association.
- E. The Association may, with prior arrangement and approval of the Principal, be on the agenda, present reports and announcements at faculty meetings.
- F. The Association and its representatives shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in the teachers' room. The Association may use teachers' mailboxes and district email for communication.
- G. The Association shall be given one hour on the agenda of the orientation program for new teachers to explain Association activities.
- H. Representatives of the Association may be allowed to receive telephone calls or communiques concerning Association business during school hours; however, such matters should not interfere with the normal operation of the school.

ARTICLE VIII
CONDITIONS OF EMPLOYMENT

Conditions of employment should reflect mutual educational goals of the School Board and the Cornish School staff.

- A. The teacher work year will be 183 days. There shall be no fewer than one hundred seventy-five (175) student contact days. The teacher's work day shall be 7:45am-3:15pm.
- B. All non-student contact days will be scheduled before the beginning of each school year by the

principal and Leadership Team, subject to the approval of the Superintendent and the School Board. These shall consist of:

At minimum:

1. Two days shall be scheduled at the beginning of the school year, one day shall be for administrative purposes and the other for teachers to utilize at their discretion.
 2. One day shall be used for parent-teacher conferences.
 3. One day shall be at the end of the school year to complete closing duties.
 4. The remainder of the teacher non-student contact days shall be determined collaboratively by the Leadership Team and administration.
- C. A teacher new to the school district shall have an additional one or more in-service day(s), paid at his/her per diem rate, prior to the beginning of the school year.
- D. Employees shall have a one (1) hour after-school meeting, every Tuesday. These meetings shall be used for activities such as staff meetings, professional development, professional learning communities, school committees, and curriculum work, and will be scheduled jointly by the administration and Leadership Team prior to the beginning of the school year.
- E. The School Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. To further support the teachers in their primary responsibility, the School Board and the Association recognize the need for teachers to have regular planning periods during the school day. Teachers shall have, at minimum, a duty-free 45-minute planning block. The School Board will make every effort to ensure that teachers are not needed to perform monitoring duties such as recess, lunch, and bus, therefore providing additional time in their work week to create daily planning time. Every effort will be made to make any assignment of duties equitable based on student contact time and teacher workload.
- F. The School Board will make every effort to maintain an average class size in conventional academic groups at no more than twenty-five (25) students per a single grade classroom teacher and no more than twenty (20) students per a multi-grade classroom.
- G. In light of modern educational developments, it is essential to move toward flexibility relative to numbers of teachers and students participating in the process of teaching and learning. Class size will be appropriate to each learning situation and will be no greater than the number for which the facility was designed. Utilization of paraprofessionals and volunteers in the classroom should be at the discretion of the building principal in consultation with the classroom teacher to best meet the learning needs of students in the class.
- H. All teachers shall have a duty-free lunch of at least 30 minutes per day.
- I. The School Board and the Association recognize that budgetary changes can significantly affect what goes on in the classroom which affects conditions of employment. In the event of budgetary changes, the School Board and the Association agree to collaborate and come to consensus regarding the best possible resolution of changes. At least two representatives of the Association and at least two members of the School Board would meet to come to consensus and recommend solutions to their respective groups.

ARTICLE IX
PROFESSIONAL IMPROVEMENT/STAFF DEVELOPMENT

Effective education occurs when teachers are part of a professional process that includes performance review, collaborative decision-making, goal development, and planning.

A. Professional Improvement/Staff Development

The School Board will provide funds to be used for professional improvement and staff development, as follows:

1. \$2,000 each year will be set aside for summer staff work or additional work during the year that contributes to the teaching programs that ultimately benefit the children.
2. All teachers will be eligible to receive Staff Development Funds. Teachers shall receive up to \$750.00 per fiscal year for approved activities such as conferences or workshops and professional journals, fees, or dues. If as of June 1st individual allotments have not been claimed, the remaining funds shall be equally divided amongst those teachers who have not been fully reimbursed.
3. There shall be five thousand dollars (\$5,000) available each year for employees to be reimbursed for approved college courses. The five thousand dollars (\$5,000) shall be divided equally, prorated for part-time teachers, amongst the staff. Of the five thousand dollars (\$5,000), two thousand five hundred dollars (\$2,500) shall be available from July 1st - December 31st and two thousand five hundred dollars (\$2,500) shall be available from January 1st - June 30th. If as of June 1st individual allotments have not been claimed, the remaining funds shall be equally divided amongst those teachers who have not been fully reimbursed.
4. All professional improvement and staff development activities to be reimbursed, including college courses, for which reimbursement is sought, must be pre-approved by the Principal. The Principal will approve only those activities that are related to the goals of the Cornish School District, the teacher's individual goals under a Professional Development Plan, and/or the teacher's certification(s), and/or part of a Master's Degree program.
5. All requests for funding or reimbursement will be made in writing no later than May 10 of the contract year. Teachers must submit all necessary paperwork to the District by June 15th to receive reimbursement. Payments will be made no later than June 30th. Teachers who do not return their signed contract for the following year by June 15th shall not receive reimbursement for college courses. Those who resign before the end of the following school year shall refund the District for the costs of the course(s).
6. Professional Leave

Employees may be granted up to three (3) professional days (22.5 hours) during the school year to participate in activities consistent with their professional development plan. Up to Two (2) additional days (15 hours) may be granted at the discretion of the principal. Professional leaves shall be mutually arranged between the teacher and the principal. Attendance at a school function requested by the superintendent or principal shall not be charged to an individual's professional time.

ARTICLE X EVALUATION

The administration and the Association have drafted procedures for teacher evaluation that shall be attached to this Agreement as Appendix B. At the request of either the administration or the Association, a committee comprised of the Principal or designee and two (2) Association members shall consider modifications of these procedures that will become effective upon approval by the Association and the Superintendent.

ARTICLE XI PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. Any newly hired teacher, whose years of experience exceed the cap in his/her column, will be placed no higher than the top step in that column.
- C. Each teacher shall have the option of salary payments pro-rated on the basis of 22 or 26 payments.
- D. No newly hired bargaining unit member shall be placed on a step higher than a currently employed bargaining unit member with equal or greater years of experience
- E. Teachers may be asked to attend workshops or engage in other non-teaching work during the summer. Such work will be voluntary and shall be compensated at a rate of 1/186 of the BA base salary.

ARTICLE XII TEACHER RIGHTS

- A. When the School Board wishes to meet with a teacher, written notice will be given at least forty-eight (48) hours in advance. A teacher may have representation present during such a meeting.
- B. The Association recognizes the authority and the responsibility of the Principal for reprimanding an employee for delinquency of professional performance. If an employee is to be reprimanded by a member of the administration, he/she will be entitled to representation of their choice so long as such representation will not unreasonably delay the disciplinary meeting. The Administrators are not to be denied the right to give constructive criticism.
- C. Prior to a teacher being discharged, non-renewed, or suspended there will be a meeting between the teacher; the Principal, and the superintendent to review the teacher's performance.
- D. No member shall be discharged, suspended, disciplined, reprimanded, or reduced in rank or compensation without a written statement outlining reasons for such actions. All information forming the basis for disciplinary action will be made available to the member. Discipline shall be administered in a fair, consistent, and reasonable manner.

ARTICLE XIII
GRIEVANCE PROCEDURE

A. Purpose:

1. The purpose of this procedure is to secure, at the lowest level, equitable solutions to the problem(s) which from time to time may arise affecting terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any member of the administration, and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement. The Association will be informed of any such grievance resolution.

B. Definitions:

1. A "grievance" shall mean an alleged violation, misinterpretation, or misapplication with respect to one or more teachers, of any provision of this Agreement. The grievance must be filed within ten (10) days of its occurrence or time when the teacher should have been aware of the occurrence which gave rise to the grievance.
2. The "aggrieved teacher" is the teacher making the claim.
3. The ten "days" shall mean school days Monday through Friday. During the summer "days" shall mean Monday through Friday excluding holidays.

C. Time Limits:

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort should *be* made to expedite the process. The time limits may, however, be extended by mutual agreement between the Association and the Administration.
2. The time limits set forth herein may be reduced by mutual agreement of the Association and the Administration.

D. Informal Procedure:

1. If a teacher feels that he/she may have a grievance, the teacher will first discuss the matter with the Principal or other appropriate administrator in an effort to resolve the matter informally.
2. If the teacher is not satisfied with such disposition of the matter, the teacher may have the Association's representative's assist further to resolve the problem informally with the Principal or other appropriate administrator.

E. Formal Procedure:

1. Level One - School Principal
 - a. If an aggrieved teacher is not satisfied with the outcome of informal procedures, the claim may be presented as a formal grievance in writing to the Principal.
 - b. The Principal shall within ten (10) days after receipt of the above written grievance, render

his decision and the reason(s) therefore in writing to the aggrieved teacher.

2. Level Two - Superintendent of Schools

- a. If the aggrieved teacher is not satisfied with the disposition of the grievance at level one, the teacher may, within ten (10) days after the receipt of the Principal's decision, file the grievance with the Superintendent.
- b. The Superintendent shall, within ten (10) days after the receipt of the grievance, meet with the aggrieved teacher and with the Principal (together or separately) for the purpose of resolving the grievance.
- c. The Superintendent shall, within ten (10) days after meeting with the grievant, render his decision and the reason(s) therefore in writing to the aggrieved teacher.

3. Level Three - School Board

- a. If the teacher is not satisfied with the disposition of the grievance at level two, the teacher may, within ten (10) days after the Superintendent's decision, file the grievance with the School Board.
- b. The School Board shall, within twenty (20) days after the receipt of the grievance, hold a hearing for the purpose of reviewing the grievance.
- c. The School Board shall, within thirty (30) days after the receipt of such grievance, render its decision and the reason(s) therefore to the teacher in writing.

4. Level Four - Arbitration

- a. If the teacher is not satisfied with the disposition of the grievance at level three, the teacher with the support of the Association may, within six (6) days after receiving the School Board's decision, refer the grievance to arbitration. The parties shall attempt to mutually agree on an arbitrator. If the parties are unable to agree on an arbitrator within 6 days, selection will be done through the American Arbitration Association. The parties agree to share equally in the compensation and expense of the arbitrator. In any event, the decision of the arbitrator shall be final and binding on both parties.
- b. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits, (unless extended by mutual Agreement) shall permit the aggrieved person to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

F. Forms:

Forms for filing and processing grievances shall be prepared jointly by the Association and the School Board and made available through the Association representatives and the Principal so as to facilitate operation of the grievance procedure.

G. Meetings:

All meetings and hearings under this procedure shall be conducted in non-public session and shall include only the parties in interest and their selected representatives and witnesses.

ARTICLE XIV
LEAVE OF ABSENCE

A. Paid Leaves

1. Personal Leave

Each teacher shall be granted fifteen (15) paid leave days (112.5 hours) per year. Paid leave days shall be pro-rated for any bargaining unit member who is employed part-time or less than a full year. These days may be used for illness or injury of the teacher or family member for whom the teacher is responsible or personal affairs which cannot be accomplished during non-school hours (with the understanding that leave days are to be taken for reasons of hardship or pressing needs and not merely for personal convenience). Misuse of leave days may result in disciplinary action and/or loss of pay for those days. All fifteen (15) leave days (112.5 hours) may be carried over to succeeding years up to a maximum of ninety (90) days (675 hours). Accumulated days may only be used for: illness or injury of the teacher or a family member for whom the teacher is responsible; bereavement leave; or family leave but only to the extent necessary to provide the teacher with thirty (30) school days of paid leave after using all personal leave. Teachers shall receive notice of accumulated leave at the beginning of each school year.

2. Bereavement Leave

Each teacher is granted an additional five (5) paid leave days (37.5 hours) per year for the purpose of bereavement. Unused bereavement leave may not be carried over to succeeding school years.

3. Community Service Leave

The Board recognizes that community service benefits the general community. Thus, teachers will be paid by the District while they are performing such community service an amount equal to the difference between what they receive for such duty (excluding expenses) and their regular amount of pay (1/86th of the negotiated contract) for each normal school day during such duty, providing the regular pay is higher. The following community service activities shall be considered paid leave:

1. Jury duty;
2. Service as a subpoenaed witness;
3. Annual National Guard or Military Reserve Training;
4. Emergency response to a local, state, or national life and/or fire safety call.

Teachers will be expected to leave educational plans for instruction for any civic leave of absence. Teachers will ensure that all classes are covered during emergency leaves of absence and will make such arrangements known to the principal.

4. Written notice of intent to use paid leave, including the reason for the leave, shall be presented to the principal at least 24 hours in advance, or as soon as possible in the event of an emergency.

5. Absences of up to three and three quarters (3.75) hours a day shall be charged hourly; thereafter they shall be charged for a full day (7.5 hours).
6. A voluntary sick leave bank will be established for the benefit of those participating teachers who have exhausted their accumulated paid leave prior to qualifying for long-term disability benefits. Sick bank hours may be used only for the teacher's illness documented by a physician or in the event the teacher is entitled to Family Leave and has exhausted their personal and accumulated leave prior to the end of their leave (as outlined in part C of this provision). The total number of hours used by participating members may not exceed three hundred (300) hours in one school year. The President of the Association will appoint an Administrative Committee composed of three (3) members to draft rules and procedures for administering the Bank and the Association shall be responsible for following those rules and procedures. Upon retirement, teachers may choose to donate any unused leave time to the sick leave bank up to five (5) days.
7. Accumulated and sick bank leave may only be used until long term disability begins.
8. Each school year the District will buy-back, at the rate of \$75/day, up to five paid leave days (37.5 hours) as follows: five days (37.5 hours) for a teacher who does not take any paid leave in a given school year; four days (30 hours) for a teacher who takes no more than one paid leave day (7.5 hours); three days (22.5 hours) for a teacher who takes no more than two paid leave days (15 hours); two days (15 hours) for a teacher who takes no more than three paid leave days (22.5 hours); and one day (7.5 hours) for a teacher who takes no more than four paid leave days (30 hours). Days (hours) that are bought back may not be accumulated. A teacher must elect to accept the bonus by providing written notice of that intent to the Superintendent by May 1st. If said notice is received, the bonus shall be paid no later than June 30th of the fiscal year in which the bonus is earned. If no notice is received, leave will continue to accumulate until the maximum is reached.

B. Unpaid Leave

1. Sabbatical Leave

- a. The School Board, upon recommendation of the Superintendent, shall grant a teacher a year's leave of absence for educational purposes provided that the School Board approves of the year's program as submitted by the teacher in his/her application for leave.
- b. The School Board, upon the recommendation of the Superintendent, shall grant credit for a year's experience on the salary schedule for a year's leave of absence provided that the teacher can show successful accomplishment of the year's work. It is understood that the year's work must be considered by the School Board and the Superintendent to be beneficial to the Comish School System.
- c. The School Board shall provide for a continuation of health and dental insurances as long as the insurance carriers agree to such a change.
- d. No pay or other benefits, except as specified above or as specified explicitly in the motion of the School Board in granting such leave, shall accrue during or as a result of a leave of absence.
- e. A staff member who is granted a professional leave shall sign a contract acknowledging

his/her responsibility for one year of service to the District upon return. If the individual does not return to the District, the individual must reimburse the District an amount equal to District monies invested in the leave.

2. Leave of Absence

A leave of absence for up to twelve (12) calendar months may be granted upon the recommendation of the Superintendent and approval of the School Board without pay or benefits, provided that the teacher has:

1. given written notice, at least ninety (90) days in advance, indicating the time the leave is expected to begin and end;
2. the reason for the leave;
3. a statement of intent to return to work for at least one year after the year of leave has expired.

The teacher shall be re-employed at the beginning of the school year after the leave has expired at the appropriate step not counting the year of leave.

Opportunities to subscribe to the District health plans would be available as long as the insurance carriers are in agreement. The employee would be responsible for the full premium of health and dental insurance.

3. Family Leave

- a. A teacher may take up to twelve calendar weeks of leave for the birth or adoption of a child, provided that the teacher gives written notice ninety (90) days in advance of the expected birth or adoption date.
- b. Personal and accumulated leave may be used for family leave up to thirty (30) school days and the teacher may apply to the sick bank if the teacher does not have sufficient accumulated leave to cover the thirty (30) days. If no leave is available, family leave days will be unpaid. Leave may be extended if the teacher provides the Superintendent with a physician's note identifying the period of time that the employee is temporarily unable to work due to pregnancy or birth related medical complications.
- c. All benefits will continue while the teacher is out on family leave.

4. The teacher shall be entitled to return to duty after completion of the family leave.

ARTICLE XV RETIREMENT BENEFITS

Employees hired on or before September 1, 2013 shall have the option of choosing one of the two retirement benefits below. Such a choice shall be binding if the Employee begins to have a 403(b) match contribution by the District. All employees hired after September 1, 2013 shall only have the choice of benefit #2.

Choice #1:

- A. The District will financially support the payment of a retirement benefit for no more than two teachers per fiscal year, prioritized by date of request.

To be eligible for this benefit the teacher:

1. will be at least 55 years old at the date of retirement;
2. will have completed a minimum of 10 years of service in the District at the date of retirement;
3. must provide written notice to the School Board of the intent to retire no later than December 31st, which would create a one and a half year notice of intent to retire. Example: A teacher intending to retire on June 30, 2020 must give notice by December 31, 2018.

B. Benefit Choices

The retiree shall be eligible for one of the following benefits:

1. The District shall pay no more than \$17,500 toward a retiree's single, spousal, or family health insurance plan for five (5) years. If the retiree continues to need health insurance beyond the five-year period, or the \$17,500 benefit, he/she would have the option of purchasing, at his/her own expense, the group health insurance if allowed by the insurance plan. The retiree would receive a yearly report from the Cornish School District indicating the amount of benefit used and amount of benefit remaining. Or,
2. The District shall pay no more than \$17,500 to a retirement stipend calculated using the formula below and paid to the employee in one amount on or before June 30th of the school year of retirement. If the employee chooses, the stipend may be paid into a tax-deferred annuity of the employee's choosing so as to limit the tax consequences. The employee is responsible for working with the SAU 100 staff and his/her own retirement counselor to ensure that any payment into the tax deferred annuity complies with all appropriate IRS regulations regarding such contributions and any amount deemed not qualifying will be paid directly to the employee, less any payroll taxes applicable. The employee choosing this option may purchase group health insurance for himself/herself and his/her spouse at his/her own expense.

FORMULA:

1. 30% of the final year's salary of a retiring teacher who has 10-14 years of service in Cornish:
2. 40% of the final year's salary of a retiring teacher who has 15 or more years of service in Cornish:

Any amount payable by the District to a retiring employee above base-salary shall be reduced by such amount as necessary to prevent the school district from being assessed a penalty by the New Hampshire Retirement System. Any reduction in such amounts as otherwise payable to the employee shall be paid to the retiree 120 days after the date of retirement so long as this results in the avoidance of such penalty.

A teacher could withdraw his/her notification by written notice to the School Board no later than April 1 of the year indicated for retirement.

Choice #2:

The Cornish School District will match a tax deferred annuity contribution by the employees, up to the amount listed below. This benefit is available to all employees. The District's contribution will be to the member's 403(b) investment vehicle. Available 403(b) plans shall be chosen by mutual agreement and approval between the Association and the Board. Payments will be made in 22 or 26 installments at each pay period. Enrollment in the program must be completed prior to August 15 in order for members to

receive the full year's benefits. Matching contributions for members who enroll after this date will be on a pro-rata basis.

2021-2022: The District shall match up to 1% of the Employee's salary

Examples: If the Employee contributes 1% of their salary in the 2021-2022 school year to a 403(b), the District shall match that at 1%. If the Employee contributes 2% of their salary in the 2021-2022 school year to a 403(b), the District shall only match 1% of the Employee's salary to the 403(b). If the Employee contributes nothing to a 403(b) account in the 2021-2022 school year, the District shall not contribute any amount.

ARTICLE XVI INSURANCE BENEFITS

A. Health Insurance

The District will pay a percentage of the health insurance premiums for all full-time teachers at the following level of cost of the School Care Yellow plan (with Choice Fund):

School Care Yellow Plan (with Choice Fund)	
Single	88%
Two Person	88%
Family	87%

An alternate plan within School Care may be chosen by the teachers, but the District contribution will be equivalent to the School Care HMO contribution.

Teachers who are 1.0FTE between the Cornish and Plainfield school districts will be eligible for full-time health insurance benefits per the Memorandum of Understanding in Appendix E.

B. Dental Insurance

The District will pay 100% of the premium for Single coverage cost to all full-time teachers.

Teachers who are 1.0FTE between the Cornish and Plainfield school districts shall be eligible for full-time dental benefits per the Memorandum of Agreement in Appendix E.

C. Part-Time Teachers

Health and dental insurance are available to part-time teachers on a pro-rated basis.

Notwithstanding the forgoing, teachers who are 1.0FTE between the Cornish and Plainfield school districts shall be eligible for full-time health and dental benefits per the Memorandum of Agreement in Appendix E.

D. The District will pay 100% of the premium for long-term disability insurance.

E. Life Insurance

The School Board agrees to provide one (1) times the current salary for full and part time teachers

who meet the insurance carrier requirements.

F. Flexible Spending Account.

The Board agrees to offer an IRS Section 125 Medical Flexible Spending Account to which teachers may voluntarily contribute up to the maximum allowed to the Section 125 Plan subject to all the conditions of the plan.

ARTICLE XVII
REDUCTION IN FORCE

When the School Board finds it necessary to reduce the number of certified full-time and/or part-time positions for reasons of declining enrollment, budget reduction, change in or consolidation of Board authorized programs, or for any other reason determined necessary or desirable by the School Board, the following reduction-in-force policy will be implemented.

A. Notice:

1. As soon as a reduction-in-force is seriously contemplated, the Superintendent of Schools shall notify the President of the Association and all the teachers.
2. The School Board will accept any written presentation regarding the reduction-in-force from the Association, individual teachers, or the public.
3. The decision to implement the reduction-in-force is at the sole discretion of the School Board.

B. Procedure for Determining Reduction-In-Force:

1. The School Board will make every reasonable effort to minimize the effects of reduction-in-force on the current staff by absorbing as many positions *as* possible through attrition (retirements, resignations, and refusal to contract).
2. If further reduction in staff is necessary, the School Board shall retain those teachers who, in its sound discretion, will be the best teachers for the school system and students it serves. In identifying which teachers to release, the School Board shall consider the following factors: certification, level of professional education, professional growth, experience in certified area and/or job classification and demonstrated teaching ability as shown by evaluations. All the factors being equal, then seniority will be considered in making the final determination. Seniority is defined as the total number of years continuously employed in the District. Notwithstanding the foregoing, approved leave shall not count as a break in service.
3. Teachers whose positions have been identified to be eliminated shall have the right to be offered a contract for the following school year for a position for which the teacher is certified and which falls within their specific classification provided that a position becomes vacant and available prior to the commencement of the next school year. There will be no obligation on the part of the School Board to offer a position to a teacher who has been identified as a teacher to be "laid off" if there is no known vacancy for the following school year for which the teacher is certified.
4. There will be no recall rights for terminated employees. However, the School Administration shall consider the application of employees terminated after the end of the current school year for such positions which may become available in subsequent years provided that said terminated employees submit a reasonable and timely application at the time the position becomes vacant.
5. Any transfer, assignment, or reassignment resulting from, or involved with, a reduction in staff will be made at the sole discretion of the Superintendent of Schools. In the event of a change of

assignment or transfer as a result of the reduction-in-force, the teacher involved shall be notified of such change.

6. This reduction-in-force procedure is the only procedure that may be used in a reduction-in-force. No other personnel action, other than a reduction-in-force, may be considered under this policy.

ARTICLE XVIII VACANCIES, PROMOTIONS, AND TRANSFERS

- A. Vacancies occurring within the professional staff, including newly created positions, shall be posted on a designated bulletin board along with a copy of such positions sent to all members of the bargaining unit via district email. Positions shall be posted for at least five (5) school days. Such positions may be applied for by submitting a written application to the SAU 100 office. Said positions shall be filled on the basis of the experience, competency, and qualifications of the applicant.
- B. During summer months when school is not in session, the District will post in the SAU 100 office all vacancies as above described and shall also forward a copy to the Association President and all members of the bargaining unit via district email. Positions so posted shall remain posted at least ten (10) calendar days prior to being filled. Application may be made in the same manner as above described. Likewise, these positions shall be filled on the same basis as provided above.
- C. Receipt of all applications and requests referred to in this Article shall be acknowledged by the District within ten (10) working days.
- D. Changes in grade assignments shall be at the discretion of the Superintendent, after receiving input and recommendations from the Principal. Although involuntary changes may be necessary, request for voluntary change shall be considered and said requests shall be submitted to the Superintendent in writing, on or before April 1st of the year preceding the change. Involuntary changes by the Superintendent of Schools shall not be done in an arbitrary or capricious manner.

ARTICLE XIX SAVINGS CLAUSE

If any article or part of this Agreement is held to be invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby and the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

ARTICLE XX FINAL RESOLUTION

This Agreement represents the total and final resolution of all matters between the parties, and shall not be changed or altered unless the change or alternation has been agreed to and evidenced in writing by the parties hereto.

APPENDIX A
Salary Schedule

All teachers shall remain on the salary schedule.

2021-2022: All employees shall advance one (1) step, except those already on step 14.
The increase between steps 1 and 2, and 2 and 3, is increased to \$2,000 from \$1,700.

			Base Increase	2.00%
2021-2022				
Step	BA	BA+15	MA	MA+15
1	\$ 35,700	\$ 37,200	\$ 40,300	\$ 41,800
2	\$ 37,700	\$ 39,200	\$ 42,300	\$ 43,800
3	\$ 39,700	\$ 41,200	\$ 44,300	\$ 45,800
4	\$ 41,700	\$ 43,200	\$ 46,300	\$ 47,800
5	\$ 43,500	\$ 45,000	\$ 48,100	\$ 49,600
6	\$ 45,300	\$ 46,800	\$ 49,900	\$ 51,400
7	\$ 47,100	\$ 48,600	\$ 51,700	\$ 53,200
8	\$ 49,100	\$ 50,600	\$ 53,700	\$ 55,200
9	\$ 50,800	\$ 52,300	\$ 55,400	\$ 56,900
10	\$ 52,500	\$ 54,000	\$ 57,100	\$ 58,600
11	\$ 54,200	\$ 55,700	\$ 58,800	\$ 60,300
12	\$ 55,900	\$ 57,400	\$ 60,500	\$ 62,000
13	\$ 57,600	\$ 59,100	\$ 62,200	\$ 63,700
14	\$ 59,600	\$ 61,100	\$ 64,200	\$ 65,700

APPENDIX B

CATEGORIES, INDICATORS, AND ATTRIBUTES OF EFFECTIVE TEACHING

Curriculum, Instruction, Planning and Assessment

- A. The teacher is up-to-date regarding curriculum content.
For example:
- Demonstrates a working knowledge of the core curriculum within the teacher's assignment.
 - Keeps current in the field and applies knowledge to the instructional program.
 - Contributes, either formally or informally, to the ongoing evaluation of the curriculum.
- B. The teacher effectively plans instruction.
For example:
- Sets short-term and long-term goals and objectives for curricular units.
 - Identifies individual and group instructional needs and plans appropriate strategies to meet those needs.
 - Uses available materials and resources that are appropriately matched to curricular goals and to students' needs and learning styles.
 - Identifies prerequisite skills, concepts, and vocabulary that a unit or lesson assumes students know.
 - Collaborates with school based specialists, resource personnel, and administrators to better design curricula or instructional modifications to meet the special learning needs of students.
 - Plans engaging ways to introduce each unit of study.
 - Plans diverse instructional strategies to address different learning styles.
 - Plans opportunities for students to construct their own learning.
 - Plans the integration of the teaching of reading, listening, speaking, and writing within the subject.
- C. The teacher effectively plans assessment of student learning.
For example:
- Determines specific and challenging standards for student achievement.
 - Plans appropriate strategies for assessing students' progress on goals and objectives.
- D. The teacher monitors students' understanding of the curriculum and adjusts instruction, materials, or assessment when appropriate.
For example:
- Regularly uses a variety of formal and informal assessments of student's achievement and progress for instructional revisions and decision-making.
 - Matches assessment procedures to the identified objectives.
 - Communicates student progress, in a timely fashion, to parents/guardians, students, and staff members.
 - Prepares and maintains accurate and efficient record-keeping systems of the quality and quantity of student work.
 - Uses individual and group data.
 - Maintains confidentiality concerning individual student data and achievement.

Motivation

- E. The teacher establishes and encourages a positive learning environment.
For example:
- Creates a classroom climate that promotes openness to student responses, mutual respect, support, and inquiry.
 - Provides opportunities for students to interact effectively in groups and to recognize their value to the group.
 - Encourages students to develop a sense of responsibility, self-discipline and self-worth.

- Models tolerance and encourages positive attitudes toward human diversity including economic, ethnic, cultural, and gender diversity.
 - Shows students the relevance of the subject to life-long learning.
- F. The teacher clearly communicates goals and expectations to students.
For example:
- Clearly defines learning objectives for the students.
 - Consistently provides feedback to students on their progress on goals and objectives.
 - Communicates expectations and guidelines regarding quality and quantity of work, work procedures, and behavior to students.
 - Demonstrates and models the attitudes, skills, values, and processes necessary for success.
- G. The teacher promotes confidence and perseverance in the learner.
For example:
- Acts on the belief that all students can learn with appropriate modifications of instruction.
 - Models the belief that effort is a key to high achievement.
 - Encourages students to do challenging work and provides stimulus and support for students to take responsibility to complete such tasks successfully.
 - Responds appropriately when an individual student is having social and/or emotional difficulties which interfere with learning and/or participation in class.

Instruction

- H. The teacher uses appropriate instructional techniques.
For example:
- Makes connections between concepts taught and students' prior knowledge and experiences.
 - Regularly checks for students' understanding of content and concepts and progress on skills.
 - Uses student responses and regular assessment strategies to identify confusions and misconceptions. Remediates, reteaches, or varies instructional strategies to meet student needs.
 - Provides learning experiences to meet the needs of varied student learning styles.
 - Uses a variety of materials to reinforce and extend skills, to accommodate learning styles, and to match instructional objectives.
- I. The teacher continually evaluates, experiments, and refines instructional strategies.
For example:
- Uses a variety of questioning techniques.
 - Incorporates current research based instructional strategies to improve student learning.
 - Assesses instructional strategies used by comparing intended and actual learning outcomes.

Management of Classroom Environment

- J. The teacher demonstrates evidence of effective organizational techniques and uses time, materials, and resources effectively.
For example:
- Is well organized in the presentation of materials.
 - Provides adequate plans for substitute teachers.
 - Makes learning materials readily available for efficient distribution to students.
 - Uses classroom time and classroom space to promote optimal learning.
 - Establishes classroom procedures that maintain a high level of students' time on task and that ensure smooth transitions from one activity to another.
- K. The teacher maintains standards of discipline that promote positive behavior, mutual respect, and safety.
For example:

- Maintains a systematic approach to discipline by establishing, communication and administering a consistent and fair set of rules supporting appropriate expectations.
- Adheres to authorized policies and procedures.
- Maintains appropriate professional boundaries with students.
- Serves as a positive role model for students.
- Demonstrates fairness, sensitivity, and consistency in the handling of student problems.

L. The teacher maintains a smooth ongoing flow of events in the classroom.

For example:

- Makes constructive use of waiting time.
- Manages student transitions between activities effectively.
- Keeps track of student activity.
- Prepares instructional materials in advance.
- Manages interruptions effectively.

Professional Responsibilities

M. The teacher recognizes the fundamental importance of parents/guardians to student learning, and is constructive in interactions with parents/guardians.

For example:

- Informs parents/guardians of student expectations and progress.
- Maintains appropriate professional boundaries with parents.

N. The teacher shares responsibility for the accomplishment of school and system-level goals, and policies.

For example:

- Works collaboratively to identify school problems and suggests possible solutions.
- Works cooperatively with staff on curriculum instruction and other school programs.
- Shares expertise and new ideas with colleagues.
- Supports student and school activities.
- Supports new teachers.

O. The teacher is a reflective and continuous learner.

For example:

- Reflects upon teaching effectiveness.
- Uses available resources to analyze, expand, and refine professional knowledge and skills.
- Seeks out information and participates in activities in order to grow and improve as a professional.
- Is receptive to suggestions for growth and improvement.

P. The teacher fulfills professional responsibilities.

For example:

- Is punctual.
- Carries out and completes duties.
- Adheres to school/district policies, procedures, and regulations.
- Exercises responsibility for student management throughout the building.

Teachers New to CES [0-3 years experience]	Year 1 and 2	Year 3
<p>Observation Process:</p> <ul style="list-style-type: none"> * Pre-conference to discuss instructional & professional goals * 4 observations: 2 announced, 2 unannounced * CEI write-up after each post-conference [Form B] * Year-end summative conference to share reflections, review progress towards instructional and professional goals. 	<p>Observation Process:</p> <ul style="list-style-type: none"> * Pre-conference to discuss instructional & professional goals * 2 observations: 1 announced; 1 unannounced * CEI write-up after each post-conference [Form B] * Two 10-15 minute walk-throughs w/email feedback & post-dialogue * Year-end summative conference to share reflections, review progress towards instructional and professional goals. 	
<p>Professional Development (Required)</p> <ol style="list-style-type: none"> 1. Mentoring/Induction (Years 1 & 2 only) 2. Videotaping of 1-2 lessons; reflective debrief with mentor or administrator (Year 1, 2, 3) and/or colleague (Year 3) 3. Participation in PLC, other mandatory school-wide trainings <p>Optional PD: Opportunities for individual or group attendance at conferences; coursework towards certification area(s); committee work; book study group; other job-embedded activities.</p>		
Teachers New to CES (3+ years experience)	Teachers in Years 4+5	
<p>Observation Process:</p> <ul style="list-style-type: none"> * Pre-conference to discuss annual goals * 2 observations: 1 announced, 1 unannounced * CEI write-up after each post-conference * Two 10-15 min. walk-throughs with email feedback & post-dialogue * Year-end summative conference to share reflections, review progress towards instructional and professional goals. 	<p>Observation Process:</p> <p>Step 1. Pre-conference to discuss annual instructional and professional goals</p> <p>Step 2. Classroom observations --</p> <p style="padding-left: 20px;">Option 1: 1 full-length announced, 1 unannounced with pre/post and CEI write-ups [Form B]</p> <p style="padding-left: 20px;">Option 2: Four to five 15-minute drop-in observations with written feedback and post-visit dialogue.</p> <p style="padding-left: 20px;">Option 3: 1 formal announced observation + two 15-minute walk-through observations with feedback, post-dialogue and CEIs/written feedback.</p> <p style="padding-left: 20px;">Option 4: 1 Reciprocal peer observation w/debrief and written reflections+ 1 formal unannounced <u>or</u> two 15-min. walk-throughs w/written feedback and post-dialogue.</p> <p>Step 3. Year-end summative conference to share reflections, review progress towards instructional and professional goals.</p>	
<p>Professional Development (Required)</p> <ol style="list-style-type: none"> 1. <i>Mentoring/Induction (Year 1 only)</i> 2. Videotaping of 1-2 lessons; reflective debrief with mentor, administrator or peer. 3. Participation in PLC, other mandatory school-wide trainings 	<p>Professional Development (Required)</p> <ol style="list-style-type: none"> 1. Videotaping of 1-2 lessons; reflective debrief with peer (could be combined with Option 4 peer observation above) or administrator (could be combined with Option 1 or 3 as full length observation). 2. Participation in PLC or CFG; other mandatory school-wide training 	
<p>Optional PD: Opportunities for individual or group attendance at conferences; coursework towards certification area(s); committee work; book study group; and other job-embedded actions.]</p>		
Tenured Teachers \ Year 6+		
<ul style="list-style-type: none"> • Formal observation every other year with the same PD requirements and observation options available to Year 4 & 5 Teachers (see above). • Alternative evaluation options: complete Form C and submit proposal. 		

PRE-CONFERENCE FORM

(FORM A)

Today's Date

The evaluator and classroom teacher will meet and determine the class to be observed. Prior to the scheduled observation, the teacher will provide the evaluator with a completed Pre-Conference Form. Should plans change between the time of the pre-conference and the observation, the observation will be rescheduled at the request of either party.

Teacher's Name

Date of Scheduled Observation

Grade/Class/Subject Selected

1. List the learning objective(s) of this lesson:

2. Describe the context of the lesson, including preceding lessons and those to follow.

3. What teaching/learning activities will be observed?

4. How will the lesson be assessed?

5. Provide information about the students being observed and any other relevant information:

Teacher's Signature

Administrator's Signature

Cornish School District, SAU 100 (Form B)

Observation Report (C.E.I. Format)

Teacher Observed:	Observer:
Time/Date of Observation: Date of Post-Conference:	Class Observed:

Category 1: Curriculum, Planning and Assessment

Claim:
Evidence:
Interpretation:
Suggestions:

Category 2: Motivation

Claim:
Evidence:
Interpretation:
Suggestions:

Category 3: Instruction

Claim:
Evidence:
Interpretation:
Suggestions:

Category 4: Management of Classroom Environment

Claim:
Evidence:
Interpretation:
Suggestions:

Category 5: Professional Responsibilities

Claim:
Evidence:
Interpretation:
Suggestions:

Observer's Signature	Date:
Teacher's Signature	Date:

(The teacher's signature indicates that the teacher has read and reviewed the Post-Observation Report, not necessarily that the teacher concurs with the contents. Teachers may attach their comments.)

FORM C: Alternative Evaluation Proposal

Cornish Elementary School

Teacher's Name

Date

6. State the General Category of the proposal:

7. State the Goals of your proposal.

8. State the Actions or Procedures you will follow to accomplish these goals.

9. What Evidence will you provide that shows completion of your proposal?

10. Will there be other teacher participants involved in this proposal? If so, name them and give their role and responsibility.

11. What, if any, type of support (materials, time, staff development meetings) would you like from your administrator which are necessary to the completion of your proposal?

Teacher's Signature

Date

Administrator's Signature

Date

General Categories and Descriptions for Form C:

1. **Peer Observation:** Teachers agree to observe each other's classes 4 times during the year and provide and receive feedback important to their goals.
2. **Study Groups:** Teachers meet with colleagues in groups to learn new strategies, experiment with these strategies and share results of their experiments, and to problem solve. Study groups can be developed to feature content which would support a teacher's goals.
3. **Field based/Action Research:** In this category, a teacher develops a hypothesis and a research project to test the hypothesis. A teacher might propose the hypothesis that the use of cooperative learning strategies will improve student achievement in US History. The teacher could then identify students or classes in which to use the strategy and measure student achievement. Findings would be presented at a faculty or school board meeting.
4. **Analysis of a Portfolio of Artifacts:** A teacher could maintain a file which includes each lesson plan, hand-out, quiz, test and exam given in a trimester with examples of student work to illustrate the range of performance and growth over time. The analysis, shared at a faculty or PLC meeting, might include the congruency between what is taught and how it is tested; the relationship between the instructional strategies used and student achievement.
5. **Weekly Journal:** A teacher could reflect upon what worked and what didn't work in their teaching and record their thoughts each week in a journal which would be shared with other teachers or their administrator. The teacher may also use the journal as a basis for self-evaluation of his/her goal.
6. **Preparing and Presenting a Staff Development Program:** A teacher with interest and expertise in a particular area of instruction could develop and present a program on this topic at a school faculty meeting or at a conference/meeting of professionals. The presentation should include what participants will know or be able to do as a result of participating in the program why it is important to learn it and how it relates to student achievement.
7. **Team Teaching with an Administrator or Principal:** A teacher could plan, teach and evaluate a unit with a school administrator or principal over a period of 2-3 weeks. Both would share the responsibility for developing, presenting and assessing the unit and identifying its problems and successes. (The administrator might be one from a different school or district.)
8. **Submission of Articles for Publication:** A teacher could develop two or three articles on instruction and/or curriculum and have them published in professional journals.
9. **Self-Analysis of Videotapes:** A teacher could videotape 3 different lessons during the course of the year, analyze the lessons (with or without a colleague) and write up an assessment on the effectiveness of each.
10. **Extended Mentoring:** A teacher could develop and/or extend mentoring relationships throughout the school. The mentoring process should include observing the new teacher at least 5 times throughout the year, providing feedback, and then being observed by the new teacher at least 3 times and holding frequent discussions about teaching.
11. **Other:** [if considered appropriate by administrator]

Staff members choosing an Alternative Evaluation Proposal will meet with the administrator during the first full month of the school year and present the Alternative Evaluation Proposal (See Alternate Evaluation Proposal Form - Form C.)

APPENDIX C
GRIEVANCE REPORT FORM

Grievance No. _____

School District Complete in triplicate with copies to:

1. Principal/Department Head (Yellow)
2. Superintendent (Green)
3. Association (Pink)

School: _____ Name of Grievant: _____ Date Filed: _____

Level A

Date of Grievance: _____

1. Statement of Grievance – (Be sure to include the specific violation or condition with proper references to the contract agreement.) _____

2. Relief Sought: _____

Signature

Answer given by Principal or Department Head: _____

Signature

Position of Grievant: _____

Signature

Level B

Date received by the Principal or Superintendent: _____

If K-6, Superintendent receives Grievance

If 7-12, Principal receives Grievance

(If additional space is required, attach another sheet.)

Answer given by Principal or Superintendent: _____

Signature

Date

Position of Grievant: _____

Signature

Level C

Date received by Superintendent: _____

Answer given by Superintendent: _____

Signature

Position of Grievant: _____

Signature

Level D

Date submitted to Advisory Arbitration: _____

Disposition of Arbitrator: _____

Signature

APPENDIX D

Co-Curriculars

Starting with the 2021-2021 contract year, a \$3,000 fund for co-curriculars shall be established.

The Association and the Principal shall work collaboratively to establish a system for the assignment of stipend amounts and evaluation of activities and advisors by October 1, 2021.

Should an individual wish to establish a new co-curricular activity, the following will apply:

- A. A written proposal will be presented to the Building Principal which will include the activity description, the targeted group, the number of students expected to participate, a job description for the advisor, the expected time commitment, measurable objectives, an evaluation form, and the designated supervisor.
 - B. The building principal will have a discretionary fund of up to \$500 to use to establish co-curricular activities, and to ascertain the need for the activity.
 - C. All new activities will be evaluated as to their effectiveness, and will be included in the next contract as a district co-curricular program if deemed successful and well attended.
 - D. The stipend for the activity will then be negotiated with the advisor and association representative prior to the implementation.
 - E. Co-curriculars will be evaluated by the principal.
2. Co-curricular activities that have not been in place for two consecutive years will be placed on an inactive list and will not be part of the budget. This list will be updated annually.

Co-Curricular List of Activities

Art Club
Homework Club
Mentoring
Robotics
Yearbook

APPENDIX E

Memorandum of Understanding

**Memorandum of Agreement
In the Matter Between
the Cornish School Board, SAU #100, the Plainfield School Board, SAU #32,
the Cornish Education Association/NH-NEA,
and the Plainfield Education Association/NH-NEA**

THIS MEMORANDUM OF AGREEMENT is entered into between the Cornish School Board, the Plainfield School Board (“Boards”), the Cornish Education Association, and the Plainfield Education Association (“Associations”).

WHEREAS, the Cornish School Board and the Cornish Education Association are parties to a collective bargaining agreement effective from July 1, 2018-June 30, 2021;

WHEREAS, the Plainfield School Board and the Plainfield Education Association are parties to a collective bargaining agreement effective from July 1, 2018-June 30, 2021;

WHEREAS, the Boards and the Associations desire to establish an agreement regarding shared teachers (“teachers”) between Cornish and Plainfield school districts (“Districts”);

WHEREAS, any employee whose position is included per the certifications filed with the PELRB in Cornish and Plainfield, and whose position is 1.0FTE between the two Districts, shall be eligible for benefits in the manner below;

NOW THEREFORE, the parties agree as follows;

1. The teachers shall be employed by both the Cornish School District and the Plainfield School District. The District where the employee is employed at a higher FTE shall offer the employee full-time insurance benefits. In the event of a 50/50 time split, the Boards shall mutually decide which District will offer the employee insurance and which will reimburse their pro-rated portion.
2. Health insurance benefits shall be calculated per the formula below and is based on the teacher’s FTE status in each district, as well as the rates and cost-sharing ratios in each of the CBAs. These pro-rated benefits shall be combined to provide a full-time equivalent insurance package.

Example: .6FTE in Plainfield, .4FTE in Cornish, family plan, yellow with choice fund.

	Monthly Insurance Rates for 2020-2021	Yearly Rate	District Portion	Employee Portion (full-time)	Pro-rated
Plainfield	\$2,002.00	\$24,024	91%: \$21,861.84	9%: \$2,162.16	.6: \$1,297.30
Cornish	\$2,288.50	\$27,462	87%: \$23,891.94	13%: \$3,570.06	.4: \$1,428.02
				Total cost to teacher	\$2,725.32


3. The district where the teacher is employed at a higher FTE shall offer dental insurance, the other district shall reimburse their pro-rated cost. The teacher's dental insurance shall be calculated as below.


	Monthly Dental Rates for 2020-2021	Yearly Rate	District Portion	Employee Portion (full-time)	Pro-rated
Plainfield	\$212.20	\$2,546.34	90%: \$2,301.26	10%: \$245.08	.6: \$147.04
Cornish	\$167.55	\$2,010.59	100% of Single \$622.65	13%: \$1,387.94	.4: \$555.18
				Total cost to teacher	\$702.22


4. The employee's individual contract shall clearly articulate the wages and benefits and how they are pro-rated.
5. The teacher shall be evaluated per the protocols of each CBA and District. Day-to-day supervision shall be undertaken by the administration in the school when and where the services are being rendered.
6. The employee shall have a consistent schedule that is agreed upon by both Districts. The employee shall follow that schedule consistently throughout the year, regardless of snow emergency days, or other unforeseen school cancellations or delays. For example, if it is decided that the employee works Monday, Wednesday, and Friday in Plainfield and Tuesday and Thursday in Cornish, and there is a snow day in Cornish on Thursday, the employee shall continue to go to Plainfield on Friday and Monday, and will return to Cornish on Tuesday. Further, every effort will be made to minimize any transitions between Districts and duties will be equitably assigned.
7. The employee is subject to the provisions of each CBA when working in the applicable District.
8. Teachers do not have to work in the same content area in each District but must be certified and hold the proper credentials required for the position.
9. Any time required beyond what is outlined in the CBAs, shall be paid at the teacher's per diem or pro-rata rate, including additional days for the year.
10. This provision shall be in effect for the 2020-2021 school year only. The continuation of such a provision shall be contingent on the parties of each CBA reconvening to reevaluate the provision. Any changes to the terms and conditions of employment for the teachers covered by this agreement shall be agreed to in writing. A final decision by the parties shall be reached on or before March 1st, 2021.

11. This agreement represents a good faith effort to solve all matters regarding shared positions. The parties acknowledge that there may be issues that arise that were not contemplated and are committed to amicably resolve such issues in a timely manner.
12. This MOA is completed in conjunction with sidebar agreements in each district, which address any conflicting CBA language regarding part-time staff and insurance benefits.
13. The parties execute this Memorandum of Agreement voluntarily with full understanding of its terms.


Seen and Agreed To on this 29th day of June, 2020



Mitzi Sinclair (Jun 29, 2020 08:54 EDT)
Mitzi Sinclair, Co-President
Cornish Education Association


Kait Jones, Co-President
Cornish Education Association


Mindy Taber (Jun 29, 2020 13:26 EDT)
Mindy Taber, President
Plainfield Education Association


Justin Ranney (Jul 6, 2020 13:12 EDT)
Justin Ranney, Chair
Cornish School Board


Beth Houde (Jul 14, 2020 06:07 EDT)
Beth Houde, Chair
Plainfield School Board


Cory LeClair (Jul 28, 2020 12:54 EDT)
Cory LeClair, Superintendent
Cornish and Plainfield School Districts












Cornish EA CBA 2021-2022 FINAL 7.7.21

Final Audit Report

2021-07-31

Created:	2021-07-07
By:	Karen Ladd (kladd@nhnea.org)
Status:	Signed
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-  Document e-signed by Kaitlyn Jones (kaitjones11@gmail.com)
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-  Document emailed to Mitzi Sinclair (mitzisinclair@gmail.com) for signature
2021-07-07 - 10:20:22 PM GMT
-  Email viewed by Mitzi Sinclair (mitzisinclair@gmail.com)
2021-07-09 - 4:19:45 PM GMT- IP address: 66.102.8.7
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2021-07-20 - 1:51:54 PM GMT- IP address: 98.217.209.126

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2021-07-20 - 11:26:49 PM GMT- IP address: 69.160.245.20

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2021-07-22 - 1:10:42 PM GMT- IP address: 74.125.217.31

 Email viewed by Nicole Saginor (nicole.saginor@cornishschool.org)

2021-07-31 - 10:39:38 PM GMT- IP address: 76.24.252.33

 Document e-signed by Nicole Saginor (nicole.saginor@cornishschool.org)

Signature Date: 2021-07-31 - 10:41:57 PM GMT - Time Source: server- IP address: 76.24.252.33

 Agreement completed.

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