

PEMBROKE SCHOOL DISTRICT

MASTER AGREEMENT

between the

EDUCATION ASSOCIATION OF PEMBROKE

and the

PEMBROKE SCHOOL BOARD

JULY 1, 2020 - JUNE 30, 2023

Approved: March 7, 2020

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AGREEMENT

Agreement made this seventh day of March, 2020, by and between the School Board and the Pembroke School District hereinafter called the "Board" and the Education Association of Pembroke, NEA/NH hereinafter called the "Association."

DEFINITIONS

1. BOARD - Pembroke School Board
2. PARTIES - Education Association of Pembroke, NEA/NH and the Pembroke School District School Board as participants in this agreement.
3. TEACHER EMPLOYEE - A member of the bargaining unit.
4. SCHOOL - Any work location or function division maintained by the Pembroke School District School Board.
5. SUPERINTENDENT - The responsible administrative head of the Pembroke School District.
6. PRINCIPAL - The responsible administrative head of any Pembroke District School.
7. ASSOCIATION - Education Association of Pembroke NEA/NH.
8. ASSOCIATION REPRESENTATIVE - Any qualified representative of the Association.
9. PREPARATION PERIODS - Those periods during which the teacher is not programmed for any activity.
10. PREPARATION - A different subject ability classification within the same subject.
11. Whenever the singular is used in this agreement, it is to include plural.
12. Whenever, in this agreement, a personal pronoun is used, such pronoun shall be understood to apply equally to both male and female members of the bargaining unit.

ARTICLE I RECOGNITION

The Education Association of Pembroke is recognized as the exclusive bargaining agent for the permanent full time certified teachers, guidance counselors, librarians, reading specialists, intervention and prevention specialists, speech and language specialists/pathologists, technology integrators, math and literacy coaches and school nurses of the Pembroke School District for the purpose of bargaining pursuant to RSA 273-A:1.XI.

ARTICLE II
ASSOCIATION RIGHTS

- A. The Board agrees to permit the Association the use of the school-provided mail boxes for the purpose of communicating with members of the bargaining unit.
- B. The Board shall provide a clearly designated bulletin board in each school for the exclusive use of the Association.
- C. A committee of Association representatives will meet with the Superintendent at least four times a year. The meetings will be convened no later than November 1, January 1, March 1, and June 1 of the school year. Both parties will have an equal right to submit matters for discussion. Three Association representatives will be excused from teaching duties if such meetings occur during the school day.
- D. The School Board agenda and approved minutes will be posted and e-mailed to the Association President(s) at the same time as the information is given to the members of the School Board. The Board shall also post, a copy of the School Policy Manual, and future policy additions and deletions. Policies will be posted to the Pembroke School District website.
- E. New teachers will be provided a copy of this Agreement as part of their packet from Human Resources. The Agreement will be posted to the Pembroke District website. Printed copies will be made available upon request.
- F. The Association and its representative shall have the right to use facilities and equipment, including copiers at reasonable times with prior approval of the school administration. The cost for the use of school equipment shall be paid by the Education Association of Pembroke at five (5) cents per copy. The Association agrees to supply their own paper.
- G. The Board agrees to deduct from teachers' salaries money for local, state and/or national association services and programs as such teachers individually and voluntarily authorize the Board to deduct and transmit the monies to such association or associations. Such deductions shall be made in equal installments from each salary check beginning on the first pay period following October 15th and continuing through the first pay period in June. To authorize such deductions, teachers must execute an authorization card to be furnished by the Association. Any teacher may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.

The Association agrees to hold the Board and its agents harmless in case of any liability arising out of this provision.
- H. The Association shall be provided one hour, approved in advance by the building principal, during the first three (3) days of the school year to meet with all members of the bargaining unit. The content of the meeting shall be determined solely by the Association. The meeting time must not conflict with meetings or other mandatory trainings planned by administration.

ARTICLE III
BOARD RIGHTS

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

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

ARTICLE IV
INDIVIDUAL AND GROUP RIGHTS

A. *Protection of Individual and Group Rights*

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

B. *Existing Laws and Regulations Preserved*

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

ARTICLE V
COMPENSATION

A. *Salary*

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

Initial placement on the salary schedule shall be at the discretion of the Superintendent. Teachers who have completed at least ninety (90) school days of service during the school year and whose performance is satisfactory shall be advanced one step on the salary schedule.

Effective July 1, 2020 employees will advance one step.

Effective July 1, 2021 employees will advance one step.

Effective July 1, 2022 employees will advance one step.

In addition, teachers who are not already on the top step of the salary schedule and whose steps do not match their years of experience as of July 1, 2020 will receive one additional step each year of the contract until their step matches their years of experience or they reach the top of the salary schedule, whichever comes first.

B. Method and Time of Salary Payment

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

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

Direct Deposit of paychecks is available to members of the bargaining unit. Each participating employee must provide written authorization including a financial institution routing and transit number and a personal account number.

C. Co-Curricular

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

Payment for the co-curricular duty shall be made the next pay period following the completion of all obligations pertaining to the activity as verified by the principal or designee or, at the option of the employee, at some mutually-agreeable time.

A list of Co-Curricular Activities will be provided to the Association on an annual basis, before the last day of school, for their review and comment.

There will be a School Board Advisory Committee comprised of the Athletic Director, one Association member from each building, and at least one administrator. The Committee will review any activities that may be added or eliminated before action is taken by the Board. The committee will share their recommendations with the School Board before any action is taken.

ARTICLE VI
FRINGE BENEFITS

A. Health Insurance

The Board agrees to pay 87% of the premium for the Yellow Choice Fund health plan - individual, two-person, or family plan - for each member of the bargaining unit who subscribes to such coverage.

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

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

In the event that the plan identified above will result in the imposition during a subsequent year of this Agreement of any related fees, fines, taxes or penalties, including, but not limited to "Cadillac" taxes (the excise tax on high cost Employer-sponsored health coverage), the District and the Association will promptly reopen negotiations for the purpose of agreeing on (1) an alternative health plan that complies with the Affordable Care Act and does not result in the imposition of the so-called "Cadillac Tax" and (2) the distribution of any savings realized, to include the percentage of premium paid by each party. The parties agree to exchange proposals no later than November 15. If the parties are not able to agree on an alternative plan and distribution of savings by January 15, the parties will each submit one proposal to binding arbitration no later than February 15 with a mutually agreed acceptable arbitrator whose fees will be shared by the parties. In the event that the parties cannot agree on an arbitrator, the NH PELRB will select. After hearing from both parties, the arbitrator will choose one of the two proposals and notify the parties no later than March 15 and that plan will be implemented for the following plan year.

B. Long Term Disability

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

C. Life Insurance

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

D. Transmittal of Premium

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

E. Course Reimbursement/Workshops

Employees may apply for reimbursement for courses based on the following timeline:

May 1-courses ending on or before August 31.

July 1- courses ending on or before December 31

November 1-courses ending on or before June 30.

An employee will be reimbursed for up to six (6) credits in each of these defined periods, but for no more than nine (9) in any given year. Employees will be reimbursed for the cost of up to eight (8) credits at the UNH rate.

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

Upon the submission of the course approval form, cancelled check or receipt showing payment for the course, and a grade showing successful completion of the course, such reimbursement shall be paid within three (3) weeks. Failure to submit required documentation prior to June 30th when the fiscal year ends, will result in the employee being ineligible for reimbursement. Successful completion shall be defined as: Pass in a pass/fail course or a grade of B or better in a graduate course with the understanding that only one C will be accepted as an acceptable grade for that duration of the Agreement.

If an employee who has received advance payment for course work fails to meet the grade achievement provisions set forth elsewhere in this section, or fails to complete the course(s), the district shall recover such advance payments by pro rata deductions from the employee's salary over a period of time no less than ten (10) and not more than fourteen (14) pay periods.

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

2020/21	\$85,000
2021/22	\$85,000
2022/23	\$90,000

\$20,000 of the available course reimbursement funds shall be exclusively dedicated and utilized for course work which is part of a declared degree program. On June 1st the Board agrees to transfer any unencumbered workshop funds to course reimbursement to fund those on a waitlist for course reimbursement should the funds be depleted in that year. The funds will go to those who applied for course reimbursement funds but were denied earlier because all course reimbursement funds were encumbered at the time. Funds after June 1 will be dispersed according to date of request.

Additionally, the Board shall reimburse members of the bargaining unit for up to eight hundred (\$800) dollars in fees for seminars, clinics, practica, and workshops taken within any school year,

provided that the Superintendent has given prior approval. The Superintendent retains the right to determine the number of members permitted to attend specific activities. During the term of this Agreement, the Board shall be obligated to expend not more than the following amounts for these activities:

2020/21	\$55,000
2021/22	\$55,000
2022/23	\$60,000

F. Mileage Allowance

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

G. Tax Free Annuity

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

H. Annuity Deductions

The Board agrees, upon authorization of an employee, to make deductions for annuities. Monies deducted shall be transmitted upon appropriate verification and/or billing from the participation carrier by the 1st Friday of the month following the month that the deduction was made.

I. Pro Rata Payment of Salary

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

J. Dental Insurance

The Board shall provide Northeast Delta Dental - Dental Care Program for each member of the bargaining unit and his/her entire family, for a full 12-month period. Coverage shall be: A (100%), B (80%), C (50%), D (50%/\$1,000 Life), no deductible, \$2,000 contract year per family member. The Board shall pay 80% of the premium cost.

K. Records Check

The District will pay any additional costs above and beyond basic recertification fees including such things as: fingerprinting and records check.

ARTICLE VII
WORKING CONDITIONS

A. Leaves

1. Sick Leave

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

Sick leave not used in the year of service for which it is granted shall be accumulated for use in subsequent years up to a period of one hundred and twenty-five (125) days.

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

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

- b. SICK BANK - The Board agrees to establish a sick leave bank to cover employees in the event of long term illness. The sick leave bank shall be administered by a committee composed of five (5) members of the Association appointed by the Association President. Rules for membership and participation in the sick leave bank shall be established by the Association and shall be supplied to the Board. Any rules established by the Association shall include the following:
- 1) that the sick leave bank shall be funded at the start of each school year to reach a maximum of one hundred twenty (120) days. The sick leave bank may be supplied with additional days only at the start of each school year to bring it up to the one hundred twenty (120);
 - 2) that no one may contribute more than two (2) days in any school year to the sick leave bank; and that any days contributed shall be deducted from that year's sick leave entitlement for the person making said contribution;
 - 3) that the Association shall notify the Board by October 15 of each year of the individuals who have donated days to the sick leave bank so that said days may be deducted from the individual's yearly entitlement;
 - 4) that individuals may not elect to receive sick leave benefits in lieu of disability benefits. Eligibility for sick leave bank benefits shall terminate when an individual is eligible for disability benefits pursuant to Article VI, B;

- 5) that no employee shall, under any circumstances, be entitled to sick leave bank benefits until said employee has exhausted all accrued sick leave available to that employee;
- 6) that no one shall, under any circumstances, be entitled to receive sick leave and disability benefits at the same time;
- 7) that the decisions of the Sick Leave Bank Committee are not grievable.

2. Bereavement

In the event of a death of a member of a teacher's immediate family or a spouse's or domestic partner's immediate family (defined as spouse, domestic partner, child, mother, father, sister, brother, grandmother, grandfather, grandchildren, mother-in-law, father-in-law), that teacher shall be allowed up to three (3) days of bereavement leave. Two (2) additional days will be granted if requested.

3. Emergency

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

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

4. Personal

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

Personal days shall not be granted on either the day before or the day after a holiday, or to extend a school vacation. After Memorial Day, no more than five (5) personal days per day will be taken throughout the District. Requests for additional personal days will be considered on a case by case basis and may be granted at the discretion of the Superintendent.

5. Professional

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

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

6. Military Leave

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

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

7. Association Leave

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

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

8. Child Rearing Leave

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

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

Return from such leave shall coincide with the expiration date on the teacher's leave request as approved by the Board, provided the teacher shall present a physician's certificate of physical fitness to return to normal duties. The teacher shall notify the Superintendent in writing on or

before March 1st of the intent to return to teaching duties at the start of the next school year. Should a teacher have worked ninety (90) or more days, the teacher shall be placed on the next succeeding step of the salary schedule for the school year in which the teacher is due to return.

9. Extended Leave

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

Leaves of absence may be extended by the School Board.

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

10. Absence

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

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

11. Sabbatical Leave

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

- a. The teacher must have completed seven (7) consecutive years of service in the district and must have at least fifteen (15) graduate semester hours.
- b. The teacher must notify the Superintendent of Schools of a request to be granted sabbatical leave on or before January 5, of the year preceding the leave.
- c. The decision to grant the sabbatical leave shall be the exclusive prerogative of the Board and shall be based on the merits of the written plan and its benefits to the students of the Pembroke School District.
- d. A teacher will be reimbursed for one half (1/2) of his/her annual salary for either a one (1) year or half (1/2) year sabbatical leave and retain health and dental insurances along with course reimbursement benefits as defined in Article VII of this agreement subject to the condition that a teacher so compensated shall promise to teach in the district for at least two (2) years following his/her return from sabbatical. Teachers who return from sabbatical leave but fail to complete the required two years of additional service shall be obligated to reimburse the district a pro-rated amount for compensation, salary and benefits.

- e. The Board shall notify any applicant of its decision with respect to sabbatical leave on or before March 31.
- f. The Board reserves the right to limit the number of sabbatical leaves granted not to exceed two (2) eligible teachers in any one year and the right to review and either grant or deny any such sabbatical leave subject to the provisions of Article VII Section A 11 Sabbatical Leave.
- g. If teacher on compensated sabbatical leave is unwilling to return at the conclusion of the leave period, he or she will be considered to have voluntarily resigned the position and will be obligated to repay the system an amount equal to compensation, salary and benefits, received during the sabbatical leave.
- h. Upon return from the sabbatical leave, any teacher on sabbatical shall be placed at the appropriate salary level which the teacher would have achieved had he/she remained actively employed in the District. All rights and benefits shall be reinstated at their previous level upon the teacher's return.
- i. Upon return from leave, the teacher on sabbatical leave will be entitled to the same position or one which is mutually agreeable to both parties. If the position no longer exists, the teacher will be entitled to a position that he/she is qualified and certified to teach.
- j. The teacher on sabbatical leave shall not receive any benefits other than those specified in this Article.

12. Jury or Witness Duty

- a. A teacher who is called for jury duty or subpoenaed as a witness shall be excused from teaching duties for the actual time involved in said service and will continue to receive his/her salary and benefits less any per diem of compensation received from the courts.
- b. No salary deduction or loss of leave shall occur when a teacher is absent as a result of being called to appear in court or before any other governmental agency on business concerning the school district.

B. Employment Renewal

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

C. Employee Resignations

Once a teacher or other employee covered under the terms of this Master Agreement has submitted written acceptance of the Board's offer of employment, both parties are equally bound to honor the employment agreement for its duration, except under the provisions of RSA 189:13 or if the parties mutually agree otherwise. Any employee seeking to be released from his/her contract without penalty must notify the Superintendent prior to July 15. The Board will designate the

Superintendent to act on such requests in the absence of a Board meeting. Any employee seeking to be released from their employment contract after July 15 of each year shall be required to pay the district a sum of \$500. This amount will be considered full compensation for costs encumbered by the district to recruit, train, and hire a replacement for the employee. Should the district need to hire legal counsel in order to collect the fee, all legal fees will be reimbursed by the employee. Employees, who have requested to be released due to extenuating circumstances, can request that the Board waive the associated fee. The Board will consider such requests on a case by case basis and the decision of the Board will be final and not subject to the grievance procedure.

The bargaining unit member resigning after June 30 will be responsible for reimbursing the District for the total cost of any insurance premiums pre-paid for July and/or August by the District. Employees who have requested to be released due to extenuating circumstances can request that the Board waive the premium reimbursement. The Board will consider such requests on a case by case basis and the decision of the Board will be final and not subject to the grievance procedure.

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

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

E. Duty Free Lunch

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

F. Teacher's File

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

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

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

G. Procedural Aspects of Teacher Evaluation

During the term of this Agreement the Board will not change its policy entitled “Pembroke School District Educator Effectiveness And Evaluation Plan” adopted 2019 without first consulting the Association.

The Principal or administrative designee shall within the first month of work orient all teachers regarding the procedures for teacher evaluation. Orientation may take place at a faculty meeting.

H. Teacher Meetings

Teachers may be required to remain after the end of the regular school day for departmental, school or staff meetings. Every effort will be made to confine the meeting to a period of one (1) hour beyond the end of a teacher’s day. When possible, teachers will be notified at least forty-eight (48) hours in advance of the meeting. Teachers may be excused for sufficient cause, as determined by the administrator. Teachers shall not be required to attend more than two (2) after school meetings per month. Meeting dates will be posted monthly and will not be changed without a forty-eight (48) hour notice, except in the event of an emergency as determined by the building administrator.

I. Length of School Day/Year

1. The length of the work year for employees covered within this agreement shall not exceed one hundred eighty-five (185) days. The school year for students will be based on instructional hours and will not exceed 179 days. The work year for employees will begin three (3) days prior to the first day for students. One and one-half (1 1/2) days before school starts will be designated for classroom preparation for the arrival of students and one and one-half (1 ½) days will be designated by administration for meetings and mandatory trainings.

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

Each teacher, as a professional employee, shall devote to his/her assignment the time necessary within and beyond the teacher in-school workday to meet his/her professional responsibility as has been traditional in the profession. Teachers must arrive a minimum of 10 minutes before the first bell and stay a minimum of 10 minutes after the last bell.

This definition of the school day is adopted for the duration of the contract (July 1, 2020, - June 30, 2023) and will be reviewed annually in June by members of the Board and members of the Association. Should at any time this definition of the school day prove unsatisfactory in either party, then the normal on site student day will be defined as follows:

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

In the event the state increases the minimum standards for instructional time, the onsite day and/or the number of school days may be increased as necessary.

3. Duties:

At the K-8 level, teachers may be assigned bus and other supervision duties during, and immediately before and after, the school day. Duties will be rotated among staff in an equitable manner.

At the 9-12 level, staff shall be assigned duties for three out of four quarters of the school year. Duties will not be assigned outside of the school day and will be assigned to staff in an equitable manner.

4. Preparation Time:

At the K-8 level, teachers in all buildings will have one (1) unencumbered preparation period per day, unless otherwise agreed by the EAP and the Board. Preparation time will not be used for meetings unless requested by the classroom teacher, except for IEP meetings where parents must attend and cannot be present at any other time.

At the 9-12 level, on average, over the course of the year, every staff member will have eighty-seven (87) minutes per day of unencumbered preparation time. Preparation time will not be used for meetings unless requested by the classroom teacher, except for IEP meetings where parents must attend and cannot be present at any other time.

5. No changes will be made to the schedule at Pembroke Academy without the recommendation of a committee, consisting of administration and bargaining unit representatives. It is agreed that changes to the schedule will not impact duty or preparation time unless otherwise agreed to by EAP and the Board.

J. Vacancies and Promotions

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

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

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

K. Reduction in Force

The parties agree that Policy GCQA on Reduction in Force will be appended to the Agreement as Appendix D and will not be changed without mutual consent for the life of this Agreement.

If the Pembroke School Board finds it necessary to implement the provisions of this policy, it agrees that it will follow the procedures specified therein.

L. Supervisory Responsibilities

Supervisory responsibility outside the normal school day shall be voluntary in nature, with the understanding that administration may need to assign more responsibilities if chaperones cannot be

found. No teacher is to be assigned to more than three (3) such supervisory responsibilities in any given academic year.

Teachers assigned supervisory responsibilities at Pembroke School District fund-raising social events and sporting events shall be paid fifty (\$50) dollars for each event they are required to attend. Supervisory responsibilities may include home basketball games, home hockey games, senior class trip, and dances such as prom, class dances, winter carnival and clubs. Unforeseen supervisory responsibilities may be deemed necessary by the administration.

M. Substitutes

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

N. Teacher Representation

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

O. Retirement Incentive Plan

1. Eligible members of the bargaining unit may apply for inclusion in the Retirement Incentive Plan under the following guidelines:
 - a. Applicants must be at least fifty-eight (58) years of age prior to the planned date of retirement to access an early retirement benefit.
 - b. Applicants must have been employed as teachers under the Agreement by the Pembroke School District for a minimum of twenty-five (25) years at the time of retirement.
 - c. Applicants for a retirement incentive benefit must submit an application and written intent to retire prior to December 1 of the year prior to the commencement of the planned retirement.
 - d. The Pembroke School District will be obligated to approve and fund no more than three (3) retirement benefit requests during any one (1) fiscal year. At the Board's discretion, additional requests may be approved in any year, without setting a precedent for following years.
2. Eligible members of the bargaining unit accepted for inclusion in the Pembroke School District's Retirement Plan may elect either:
 - a. A sum equal to 50% of yearly salary as noted on the teacher's last professional contract prior to retirement, paid during July of the year following retirement **or**;
 - b. payment by the District of 80% of the monthly cost of a single or two person health insurance plan offered by the District beginning at termination of the employee's regular health insurance benefit and extending until age sixty-five (65).

3. The parties agree that this Retirement Incentive Plan will be eliminated at the expiration of this Agreement.

4. When there are more than three (3) applicants for the Retirement Incentive Plan, the applicants with the greatest seniority will be selected first.

P. Reimbursement of Sick Days for Retirees

Upon permanent retirement from teaching, a member of the bargaining unit who has accumulated one hundred twenty (120) sick days will be reimbursed for twenty-five (25) days.

Days will be at his/her most recent per-diem rate, inclusive of longevity. Reimbursement will be issued on the first payroll period of the fiscal year following retirement.

ARTICLE VIII
GRIEVANCE PROCEDURE

A. Definition

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

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

1. Any matter for which a specific method of review is prescribed by law, or by any rule or regulation of the State Board of Education.
2. A complaint of a probationary teacher which is caused by his/her not being re-employed.
3. A complaint by any certified personnel caused by appointment or lack of appointment, retention or lack of retention in any position for which a continuing contract is not possible or required.
4. Any matter which, according to law, is beyond the scope of the Board's authority or limited to the unilateral action by the Board alone.
5. Any grievance for which the grievant(s) or organization representing such grievant(s) has not in writing waived the right, if any, to submit the grievance to any other administrative or judicial tribunal.

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

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

B. Procedure

Step 1: Any employee covered by this Agreement who has a grievance may first discuss it with his/her immediate supervisor in an attempt to resolve the matter mutually at that level. A decision shall be rendered within five (5) school days. An individual employee may present an oral grievance to his/her employer without the intervention of the exclusive representative. Until the grievance is reduced to writing, the exclusive representative shall be excluded from a hearing if the employee so requests, but any resolution of the grievance shall not be inconsistent with the terms of Agreement between the parties.

If the matter cannot be resolved, the grievant must notify the Association's Building Grievance Representative. The grievant or the Association, on the grievant's behalf, shall submit the written grievance to the employee's principal or immediate supervisor within the time frame designated above. The principal or supervisor shall meet with the grievant and/or the Association's Building Grievance Representative or other duly-selected representative within five (5) school days after receiving the written grievance. A decision by the principal or supervisory shall be rendered within five (5) school days.

Step 2: If the teacher is not satisfied with the decision, the grievant or the Association's Grievance Committee on behalf of the grievant, may appeal the decision to the Superintendent within five (5) school days after the receipt of the decision of the principal or immediate supervisor. The appeal shall be in writing and must specify:

- a. The nature of the grievance, i.e. the specific provisions of the Agreement which have been violated or misinterpreted or misapplied.
- b. The injury and the loss which is claimed, i.e. the specific loss to the employee in pay benefits.
- c. The remedies sought.
- d. Date of the alleged violation or misapplication.

The Superintendent shall investigate the matter and communicate the decision in writing to the grievant and the Association's Grievance Committee within five (5) school days from receipt of the written grievance.

Step 3: If the individual grievant is not satisfied with the decision, either the grievant or the Association's Grievance Committee may appeal the grievance to the School Board in writing within five (5) school days after receipt of the Superintendent's decision. All documentation presented at Step 2, along with the decision rendered at that step will accompany the appeal to the Board. The Board will hold a hearing within twenty-five (25) school days of receipt of the appeal from Step 2 and will render a written decision no later than ten (10) school days following the meeting.

Step 4: If the decision of the School Board does not resolve the grievance, the Association shall have the sole right to appeal that decision and the matter shall be submitted to binding arbitration

providing the Association notifies the School Board of such request within ten (10) school days of the receipt by the Association of the School Board's decision. The following procedure shall be used to secure the services of an arbitrator.

- a. The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within five (5) school days following the date the request for arbitration was received by the School Board the American Arbitration Association will be notified by either or both parties and requested to submit a roster of persons qualified to function as an arbitrator.
- b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association to submit a second roster of names.
- c. If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second list, the American Arbitration Association may be requested by either party to designate an arbitrator.
- d. Neither the Board nor the Association will be permitted to assert evidence before the arbitrator which was not previously disclosed to the other party. The decision of the arbitrator shall be binding, but appealable under RSA Ch. 542.
- e. The arbitrator shall limit himself or herself to the issue submitted to him/her and shall consider nothing else. He or she shall be bound by and must comply with all of the terms of this Agreement. He or she shall have no power to add to, delete from, or modify in any way any of the provisions of this agreement. The arbitrator may award a "make whole recommendation," but may apply no penalty payments.
- f. The Board, the aggrieved, and the Association shall receive copies of the arbitrator's report. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.
- g. The arbitrator's decision for settlement of a grievance shall be a binding decision on the issue and so advise the grievant, the Association and the School Board in writing.
- h. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses shall be paid by the party incurring same.
- i. Forms for the grievance procedure will be jointly prepared by the Superintendent and the Association and will be made available to the Association.
- j. Grievance records shall be placed in a separate file, not in the employee's personnel file.

ARTICLE IX
PEACEFUL RESOLUTION OF DIFFERENCES

In consideration of this Agreement and its terms and conditions, the Association, its officers, representatives and members shall not, during the terms of this Agreement, engage in or condone any

strike, slowdown, work stoppage or other concerted refusal to perform an assignment on the part of any employee(s) represented hereunder, nor shall the Association or its members take part in or condone "sanctions" against the Board or the School District.

ARTICLE X
SAVINGS CLAUSE

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

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

ARTICLE XI
DURATION

This Agreement and each of its provisions shall be effective upon ratification and final approval of its terms on **July 1, 2020-June 30, 2023**.

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

ARTICLE XII
DISCRIMINATION

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

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

ARTICLE XIII
JUST CAUSE

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

PEMBROKE SCHOOL BOARD:

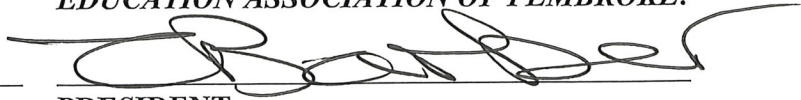


CHAIR



April Villanov

EDUCATION ASSOCIATION OF PEMBROKE:



PRESIDENT

Molly P. Mack



APPENDIX A

PEMBROKE SALARY SCHEDULE

2020 - 2021

STEP	BA	BA+15	MA	MA+15
1	38,369	39,766	43,933	45,330
2	40,026	41,423	45,591	46,987
3	41,684	43,080	47,248	48,645
4	43,341	44,738	48,905	50,302
5	44,998	46,395	50,563	51,959
6	46,655	48,052	52,220	53,617
7	48,313	49,709	53,877	55,274
8	49,970	51,367	55,534	56,931
9	51,627	53,024	57,192	58,588
10	53,285	54,681	58,849	60,246
11	54,942	56,339	60,506	61,903
12	56,599	57,996	62,164	63,560
13	58,257	59,653	63,821	65,218
14	59,914	61,311	65,478	66,875
15	61,571	62,968	67,136	68,532

NURSES SALARY

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

LONGEVITY

Longevity at \$ 2,325 for A (Beginning year 15-Through year 17 in the Pembroke School District)
2,825 for B (Beginning year 18-Through year 20 in the Pembroke School District)
3,325 for C (Beginning year 21-Through year 25 in the Pembroke School District)
3,825 for D (Beginning year 25+ in the Pembroke School District)

****MA+30 Any employee who submits a transcript to the SAU Office as proof of 30 credits beyond Masters will receive a \$1,000 stipend

APPENDIX B

PEMBROKE SALARY SCHEDULE

2021 - 2022

STEP	BA	BA+15	MA	MA+15
1	39,136	40,561	44,812	46,237
2	40,827	42,251	46,502	47,927
3	42,517	43,942	48,193	49,618
4	44,208	45,632	49,883	51,308
5	45,898	47,323	51,574	52,998
6	47,589	49,013	53,264	54,689
7	49,279	50,704	54,955	56,379
8	50,969	52,394	56,645	58,070
9	52,660	54,085	58,336	59,760
10	54,350	55,775	60,026	61,451
11	56,041	57,465	61,717	63,141
12	57,731	59,156	63,407	64,832
13	59,422	60,846	65,097	66,522
14	61,112	62,537	66,788	68,212
15	62,803	64,227	68,478	69,903

NURSES SALARY

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

LONGEVITY

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2,825 for B (Beginning year 18-Through year 20 in the Pembroke School District)
3,325 for C (Beginning year 21-Through year 25 in the Pembroke School District)
3,825 for D (Beginning year 25+ in the Pembroke School District)

***MA+30 Any employee who submits a transcript to the SAU Office as proof of 30 credits beyond Masters will receive a \$1,000 stipend

APPENDIX C

PEMBROKE SALARY SCHEDULE

2022 - 2023

STEP	BA	BA+15	MA	MA+15
1	40,017	41,474	45,820	47,277
2	41,745	43,202	47,549	49,005
3	43,474	44,931	49,277	50,734
4	45,202	46,659	51,006	52,462
5	46,931	48,388	52,734	54,191
6	48,659	50,116	54,463	55,919
7	50,388	51,845	56,191	57,648
8	52,116	53,573	57,920	59,376
9	53,845	55,301	59,648	61,105
10	55,573	57,030	61,377	62,833
11	57,302	58,758	63,105	64,562
12	59,030	60,487	64,834	66,290
13	60,759	62,215	66,562	68,019
14	62,487	63,944	68,291	69,747
15	64,216	65,672	70,019	71,476

NURSES SALARY

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

LONGEVITY

Longevity at \$ 2,325 for A (Beginning year 15-Through year 17 in the Pembroke School District)
2,825 for B (Beginning year 18-Through year 20 in the Pembroke School District)
3,325 for C (Beginning year 21-Through year 25 in the Pembroke School District)
3,825 for D (Beginning year 25+ in the Pembroke School District)

****MA+30 Any employee who submits a transcript to the SAU Office as proof of 30 credits beyond Masters will receive a \$1,000 stipend

APPENDIX D

REDUCTION IN FORCE

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

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

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

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

Probationary teachers shall be laid off before continuing contract teachers who are certified and qualified, unless a continuing contract teacher has been on an improvement plan for at least ninety (90) calendar days.

In determining which employee shall be laid off, persons shall be grouped by the following classifications:

- a. K-4,
- b. 5-8 (by Department and certification, as applicable),
- c. 9-12 (by Department and certification).

Within each classification defined above, the Board shall determine which employee(s) shall be laid off based on the following (unordered) factors:

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

Ties in seniority shall be broken by (in order):

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

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

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

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

APPENDIX D-CONTINUED

Pembroke School District Policy

GCQA

REDUCTION IN FORCE-CONTINUED

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

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

This policy is appended to the Agreement between the Pembroke School Board and the Education Association of Pembroke and will not be changed during the life of the Agreement.

Any continuing contract teacher who is non-renewed due to a reduction in force may either file a grievance under Article VIII or may pursue the statutory remedy under RSA 189:14-a and b.

APPROVED: April, 1991

REVIEWED:

REVISED: March, 2014

REAFFIRMED: