

PROFESSIONAL AGREEMENT
BETWEEN
PLAINFIELD EDUCATION ASSOCIATION
AND
PLAINFIELD SCHOOL BOARD

Effective Dates

July 1, 2010 to June 30, 2012

PLAINFIELD DISTRICT PROFESSIONAL AGREEMENT
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Agreement is made on this _____ day of _____ 2010 by and between the Plainfield School Board, hereinafter called the “Board” and the Plainfield Education Association NEA-NH, hereinafter called the “Association” as follows:

ARTICLE I. RECOGNITION OF THE ASSOCIATION

The Plainfield School Board recognizes the Plainfield Education Association as the sole and exclusive bargaining agent for the following certified or licensed personnel: teachers, media generalist, guidance counselors, nurse educators, speech and language pathologists.

ARTICLE II. BOARD RIGHTS

The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy 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 neither the Board nor the Superintendent may lawfully delegate powers, discretions, and authorities which by law are vested in them, and this Agreement shall not be construed so as to limit or impair their respective statutory powers, discretions, and authorities.

ARTICLE III: ASSOCIATION RIGHTS

The Association and its representatives may use school buildings and equipment at reasonable times for Association business within the guidelines determined by the Principal.

The Association, in cooperation with the Principal, shall be given sufficient time on the agenda of the orientation program for new members to explain Association activities.

The Association shall be given an opportunity at faculty meetings to present to its member’s announcements relevant to Association matters. Never should this be abused so as to be interpreted as disruption of normal school functions.

The Association and its representatives shall have the right to post notices of activities and matters of Association concern on faculty bulletin boards. The Association may use faculty mailboxes for communication to members of the bargaining unit on matters of meetings and announcements. In each instance where the communication is such that a student, parent, or any member of the public may see or hear it, the Principal shall be notified of such a communication procedure and a copy of the communication will be given to him/her.

ARTICLE IV. SAVINGS CLAUSE

If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by any court of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by any court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate negotiations to bring such part(s) of the Agreement, held to be invalid, into compliance with the edicts set down by the court.

ARTICLE V. 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 term of this Agreement, engage in or condone any strike, slowdown, work stoppage, or other concerted refusal to perform any assignment on the part of any member(s) represented hereunder.

ARTICLE VI. NEGOTIATIONS PROCEDURE

The following shall govern negotiations between the parties:

- A. On or before October 1 prior to the expiration of this Professional Agreement, either party may submit to the other written notice of its intent to negotiate a successor Agreement. The Association's proposal to the Board or the Board's proposal to the Association shall be submitted on or before October 15 via the Superintendent.
- B. Thereafter, the parties shall meet at a mutually convenient time and place and negotiate in a good faith effort. The parties understand that negotiations will conclude no later than December 15 unless this date is extended by mutual agreement.
- C. During such negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counter proposals. The Board and the Association will make available to one another, for inspection, all pertinent non-confidential records, data, and information of the Plainfield School District in the public domain. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.
- D. Any Agreement reached shall be reduced to writing and be signed by the Board and by the Association. Any Agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board unless and until the voters of the District have made the necessary appropriations. The Board shall make every effort to promote and secure the funds necessary to implement the Agreement. If such funds are not forthcoming, the Board and the Association shall resume negotiations regarding only the matters affected thereby, in accordance with the provisions of this Agreement.

- E. If, by December 15, the parties fail to reach agreement on any matter or matters which are the subject of negotiations, either party may declare an impasse. In the event of an impasse, a neutral party chosen by both parties, or failing agreement, chosen by the Public Employees Labor Relations Board (PELRB), shall be appointed as mediator for the purpose of assisting them in reconciling their differences and resolving the controversy on terms which are mutually acceptable. The mediator will meet with the parties or their representative, or both, forthwith, either jointly or separately, and will take such other steps as s/he may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement.

The costs for the services of the mediator, including, if any, per diem expenses and actual and necessary travel and subsistence expenses, will be shared equally by the Board and the Association.

- F. If mediation does not result in an Agreement by January 15 or at least 45 days prior to the Annual School District Meeting, whichever is later, the fact-finding provisions of N.H. RSA 273-A and subsequent procedures outlined in said law will be pursued.
- G. Nothing in this Article shall be construed to prohibit the Board and the Association from reaching agreement at any time between the declaration of impasse and the Annual School District Meeting.

ARTICLE VII. BENEFITS

A. Eligibility

The District shall make payments of insurance premiums, as outlined in Appendix C, to assure insurance coverage for a twelve month period commencing for each individual member of the bargaining unit the first day of work in the school year following July 1, provided the member of the bargaining unit completes her/his contractual obligations. Benefits of the members of the bargaining unit shall expire thirty (30) days from the date of termination of employment, except that if termination or non-renewal is effective June 30, benefits shall be paid through August 31.

Benefits will not be extended to temporary employees.

Employees covered by the existing agreement shall qualify and be eligible for benefits according to the following:

1. Members employed at 0.8 FTE or higher shall be considered full-time employees for insurance purposes with District- paid coverage as negotiated.
2. Members employed at 0.5 up to 0.8 FTE shall be eligible for pro-rated insurance benefits paid by the District. The District will pay the portion of its obligation equal to the employee's FTE.
3. Members employed at less than 0.5 FTE are not eligible for insurance benefits.
4. Members who are currently receiving health insurance for their Domestic Partner may continue to do so during the 2010-2011 school year. All new employees and all current employees beginning in the 2011-2012 school year must provide any required documentation of their marriage or civil union (from any state) to the insurance company

at the time of enrollment if their spouse/domestic partner wishes to be covered under PES health insurance. In the event that New Hampshire or Vermont should repeal or nullify the right of same sex couples to marry or enter into a civil union, the following will automatically take effect: “A Member may elect to cover his or her same gender Domestic Partner, as that term is defined and recognized by the insurance carrier, under the two-person or family coverage for health and dental insurance. (This will be subject to the insurance carrier’s coordination.)”

B. Coverage

1. Health Insurance

The Plainfield School District will pay the premium of individual, two-person, or full family coverage as outlined in Appendix C. Enrolled members may make a pre-tax contribution according to the schedule in Appendix C, as negotiated, to defray the premium cost as provided under Section 125 of the Federal Code.

Members who decline health insurance will receive a payback. Refer to Appendix C for specific amounts.

2. Dental Insurance

The Plainfield School District will pay the premium for individual, two-person, or family coverage in a dental health care program as outlined in Appendix C.

3. Disability Insurance

The Plainfield School District will provide members, who are employed at .5 FTE or more in a permanent capacity, long term income protection (Disability) insurance as outlined in Appendix C. Members will use their accumulated sick time until it has been exhausted if necessary. In the event that a member’s sick time has been exhausted before disability payments begin, the District agrees to insure that the members receive full pay during the qualifying period.

4. Life Insurance

The Plainfield School District will provide members who are employed at 0.5 FTE or more in the District in a permanent capacity life insurance as outlined in Appendix C.

5. Tax Deferred Annuity

The Plainfield School District will match a tax deferred annuity contribution by members who are employed at 0.5 FTE or more in a permanent capacity as negotiated and outlined in Appendix C. The District’s contribution will be to the member’s current 403(b) investment vehicles for all members employed as of the 2009-10 school year. However, new accounts will be in one of three (3) Association chosen, Board approved, 403b plans. 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.

6. Service Award

After fifteen (15) consecutive years of service in the Plainfield School District, any members resigning in good standing after re-nomination or reelection, or retiring, will receive a service award equal to the number of consecutive years of service multiplied by one hundred dollars (\$100.00).

If while under contract a member dies, any service award for which s/he is eligible shall be paid to:

- A. A beneficiary whose name has been filed with the Superintendent's Office.
- B. If no beneficiary has been designated or if the designated beneficiary does not survive the member, the award will be paid to the estate of the deceased.

7. Retirement Health Insurance

The Plainfield School District will provide individual health insurance coverage for all professional staff resigning or retiring at age 55 or older until Medicare eligible or until they are eligible for the benefits from a subsequent employer for whom the member or the member's spouse works full time. The employee contribution will be the same as the contribution made by non-resigning or non-retiring employee members, and therefore may change over time as the contract between the PEA and the District changes. Coverage for a spouse may be purchased as allowed by the insurance carrier. To be eligible for this retirement benefit the member must have completed 10 years of service in the Plainfield School District.

C. Retirement Benefit

The Plainfield School District will offer the following benefit to members of the bargaining unit who wish to resign or retire at age 55 or above. To be eligible, the member must turn 55 by September 1 of the calendar year in which the member retires. For example, if the member wishes to retire in June 2007, the member may retire at age 54 so long as the member turns 55 by September 1, 2007. To be eligible for this retirement benefit the member must have completed 15 years of service in the Plainfield School District.

Procedure:

- 1. A member wishing to receive this benefit shall submit a letter of resignation to the Board by November 15 of the school year in which he/she is planning to retire.
- 2. The Board shall, upon receiving such letter of resignation, grant a cash payment equal to 50% x the member's final salary. The cash payment shall be made by July 31 following the member's June 30 resignation date except as provided in section VII.C.5 below. It is the intention of the Board that this severance pay be included in the calculation of the member's average final compensation for the purpose of determining retirement benefits, up to the limits in VII.C.5 below, and will be made in accordance with New Hampshire State Law. The deadline for notification of intent to resign and the date of payment will

comply with laws in effect at the time of retirement The intent of the Board is to allow the Board sufficient time to include the funds in the appropriate budget.

3. This retirement benefit is limited to 3 members per year. If more than 3 members apply for this benefit in a year, the criterion for selecting the 3 who receive the benefit will be based on years of service to the district: the 3 members with the most individual years of service to the district will receive the benefit. Members of the bargaining unit who were employed by the district during the 2004-05 school year (“Exempt Members”) will not be subject to the 3 person limit, and will be counted first before non-exempt members in determining who receives the retirement benefit. For example, if 6 members submit letters of resignation, 4 of whom are Exempt Members, the 4 Exempt Members will receive the benefit.
4. Members resigning or retiring under this plan shall not be eligible for the Service Award.
5. Notwithstanding any other provision in this agreement, payment to an employee under this section shall be delayed at least 120 days, but not more than 150 days, after the employee’s retirement in such amount as is necessary to prevent the school district from being assessed by the New Hampshire Retirement System under RSA 100-A:16 III-a.

ARTICLE VIII. LEAVE

A. PAID LEAVE

Each member of the bargaining unit shall be entitled to paid leave in accordance with the following:

1. PERSONAL ILLNESS:

A full-time member of the bargaining unit starting in the Plainfield School System will have 112.5 hours sick leave as of the first day of school in the year in which s/he starts. S/he will be allowed 112.5 hours for each additional year s/he remains in the Plainfield School District. Maximum accumulation of sick leave will be 825 hours.

Part-time members shall be entitled to sick leave in proportion to the fraction of time worked.

Any of the member’s accumulated sick leave, up to a maximum of 825 hours, may be used by members for attending to the needs of sick or injured members of their household, the children or parents of the member or of the spouse/legal partner, or for child-care leave to care for the member’s infant child under the age of one. The use of sick leave for any family members not covered above will be considered on a case-by-case basis by the administration. Members in need of additional sick leave beyond their accumulated hours may request that the Principal or Superintendent allow donations from fellow members for their use. Decisions for this provision will be made on a case-by-case basis.

Members of the bargaining unit shall receive notice of accumulated sick leave as of the start of the school year with the first paycheck in October.

2. **EXTENDED ILLNESS:**
In the event that illness extends beyond accumulated sick leave, a member will receive any fringe benefits consistent with the Long Term Income Protection Plan (Disability) mentioned in Appendix C.

Sick leave entitlement shall cease as of the date the member is certified by his/her Primary Care Provider as able to resume his/her full and regular employment. It shall be the right of the Superintendent to require medical certification at reasonable intervals attesting to this fact.
3. **MATERNITY LEAVE:**
Maternity leaves will be considered an extended illness.
4. **PERSONAL LEAVE:**
Each member shall be allowed up to 37.5 hours of personal leave with full pay during each school year for the purpose of transacting or attending to personal, legal, business, household, or family matters which require absence during school hours. It is the intention that leave under this Article shall be available for reasons of hardship or other pressing needs and not merely for personal convenience. The reason for requesting this leave is not required to be stated. Except in emergencies, the member taking personal leave shall notify the Principal in writing that s/he is taking leave under this section at least two (2) days in advance of the day s/he proposes to be absent. Personal leave may be used for the purpose of extending a holiday or vacation if approved by the Principal or Superintendent at least two weeks prior to the start of the holiday or vacation in question. Leave for this purpose is limited to two members of the bargaining unit for the holiday or vacation in question. Unused personal leave may not be carried over to succeeding school years.
5. **BEREAVEMENT LEAVE:**
A member of the bargaining unit shall have up to five (5) days leave per school year for death in the immediate family. For purposes of implementation of the Article, "immediate family" shall mean: parents, parents-in-law, stepparents, grandparents, brother, sister, spouse's siblings, children, or spouse. Bereavement leave other than stated may be granted at the discretion of the Superintendent. Unused bereavement leave may not be carried over to succeeding school years.
6. **PHYSICIAN'S STATEMENT:**
Members of the bargaining unit may, at the Superintendent's discretion, be required to present a certificate from a Primary Care Provider (PCP) to verify any absence claimed because of illness when the absence occurs repeatedly before or after weekends or holidays or for five (5) or more consecutive days.
7. **WORKERS' COMPENSATION:**
Any member who is injured or contracts an illness in the line of duty shall receive such compensation and expenses as are prescribed by the Workers' Compensation Law of the State.

8. **JURY DUTY:**
A member of the bargaining unit called to appear for jury duty shall be paid the difference between her/his regular salary and jury duty salary if the latter is less than his/her regular salary during the performance of such obligation.
9. **UNAPPROVED ABSENCE:**
For each day of unapproved absence, members of the bargaining unit shall lose an entire day's pay. A day's pay shall be figured at 1/186 of annual salary.

B. UNPAID LEAVE

The Board will grant all leaves under this Article upon recommendation of the Superintendent and approval. All benefits accrued prior to this unpaid leave will be retained by the individual upon return to employment.

Any member on a Board- approved leave of absence shall be considered a member of the School District employee group for purposes of fringe benefits and may elect to continue enrollment in insurance plans at his/her own expense.

1. **ELECTED OFFICE:**
A leave of absence without pay may be granted to serve in elected public office where the duties of such office require full-time participation of the incumbent and preclude continuance of normal teaching duties in the district. Such leave shall be granted annually and be renewed annually for the length of the term of office. In addition, a reasonable period of time, to be mutually determined by the Superintendent and member of the bargaining unit concerned, may be granted without pay to a member of the bargaining unit for the purpose of campaigning for public office.
2. **HEALTH:**
In those instances where a member of the bargaining unit's health warrants it, a health leave, certified as necessary by a Primary Care Provider, may, upon request after one (1) year of service, be granted up to a maximum of one year plus the unfinished year.
3. **FAMILY CARE:**
A leave of absence without pay for up to one (1) year may be granted to a member of the bargaining unit with three (3) years or more of service in the Plainfield School District for the purpose of caring for a sick family member.
4. **FMLA:**
Members must notify the Superintendent if they believe they are entitled to FMLA leave for the birth, adoption, or placement of a child; if they are needed to care for a spouse, child or parent with a serious health condition, or they themselves have a serious health condition; or if a spouse, child or parent is in the military and called to active duty. Notice shall be made to provide the Superintendent with the opportunity to determine if the member is qualified and to plan for their absence.

5. CHILD REARING:

A leave of absence of up to one and one half (1 1/2) years may be granted to any member of the bargaining unit for the purpose of raising a child.

6. PROFESSIONAL STUDY:

A leave of absence of up to one (1) year may be granted to a member of the bargaining unit for study, travel, or other activities designed to improve the professional skills and/or background of the member provided the proposal is educationally sound.

The School District will provide up to \$5,000 in matching funds for a teacher taking a sabbatical leave of a minimum of three months during the school year (excluding summer vacation). Funds may be used to replace lost income. Requests for sabbatical leave will be reviewed by a three person committee representing the professional staff. Such committee will consist of representatives from grades K-4, 5-8, and Arts/Guidance/Health, to be appointed by the PEA. Recommendations of the committee will be submitted to the School Board for its consideration. A member granted such a sabbatical leave may elect to continue enrollment in his/her existing insurance plans at his/her own expense.

Eligibility for leave under this section shall be limited to those members with at least seven (7) years of service in the Plainfield School District who apply on or before the date that signed teaching contracts for the ensuing school year are due in the Superintendent's Office. Requests for professional study will be acted on by the Board on or before June 1. No more than one (1) member may be on leave under this section at any one time. A member taking leave under this section shall be obligated to return to his/her position for at least one (1) year.

6. OTHER REQUESTS:

Other requests for leaves of absence for special reasons may be granted at the sole discretion of the Board upon the recommendation of the Superintendent.

C. RETURN FROM LEAVE:

Return from leave shall coincide with the beginning of the school year. Return during the school year shall be at the discretion of the Superintendent. A member of the bargaining unit returning from leave shall be assigned to his/her former position if desired and if possible, but in any case s/he shall be assigned within the scope of his/her certification. A member of the bargaining unit on leave must notify the Superintendent in writing of his/her intent to return to her/his position by March 1 preceding the beginning of the school year in which s/he intends to return to work.

ARTICLE IX. MEMBERS' RIGHTS

- A. **JUST CAUSE.** The Superintendent shall notify a teacher in writing as soon as evidence of any alleged delinquency occurs, indicate expected correction, and indicate a reasonable period of correction.

Alleged breaches of discipline shall be reported in writing to the offending member. The member shall, at all times, be entitled to have present counsel (legal, Association and/or lay) when s/he is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance.

No member shall be discharged, suspended, disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the member and his/her designee.

This article will only apply to those bargaining unit members who have three consecutive years or more in the Plainfield School District, and in no way is it the intent of this article to take away any rights provided to the Board under RSA 189:14a - Failure to be Renominated or Reelected.

- B. **DISCRIMINATION.** Members of the bargaining unit will not be discriminated against in regard to their race, creed, religion, color, disability, marital status, gender, age, sexual orientation, or national origin.
- C. **DEROGATORY MATERIAL.** A member may request in writing that derogatory material be removed from his/her file after a period of three years. The administration will review the request and remove the material or respond in writing as to why the material should remain in the member's file. The decision of the administrator cannot be grieved. This section in no way limits a member's ability to grieve derogatory material as described in Article X.
- D. **POSTING OF POSITIONS**
Prior to advertizing to the public, all instructional positions will be advertised internally on a designated bulletin board. Such notice shall be posted for at least 5 calendar days. Current employees will receive notice of these positions via their school email and the weekly internal staff announcement ("office notes"). The posting shall contain the title of the position, minimum qualifications, and directions for submittal of a complete application.

ARTICLE X. GRIEVANCE PROCEDURE

DEFINITION: A "grievance" shall mean a complaint by either an individual member or a group of members of the bargaining unit of an alleged violation, misinterpretation, or unequal application of the expressed terms of this collective bargaining agreement. The Association may act in a supportive role if it deems necessary in any grievance mater.

A complaint shall not be considered a grievance when:

- A. A specific method of review is prescribed and expressly set forth by law.
- B. A complaint of a probationary member of the bargaining unit arises by reason of not being re-employed.
- C. A complaint by any certified personnel arises by appointment to or lack of appointment to, retention in or lack of retention in, any position for which a continuing contract is not possible or required.
- D. It concerns any matter, which according to law is either beyond the scope of the Board's authority or limited to unilateral action by the Board alone.

INITIATION: Any member of the bargaining unit who has a grievance must initiate said grievance in writing within thirty (30) calendar days of its occurrence. If a filing of a grievance exceeds the thirty (30) days limit, it shall be deemed to be a waiver of appeal of the loss or injury.

STEP ONE: Any member of the bargaining unit who has a grievance shall submit it in writing to the Principal in an attempt to resolve the matter at that level. Within ten (10) school days of receiving the grievance, the Principal shall communicate the decision to the grievant in writing.

STEP TWO: If, as a result of the decision, the matter is not resolved to the satisfaction of the aggrieved person, s/he shall, within ten (10) school days, set forth the grievance in writing to the Superintendent specifying: (1) the nature of the grievance and the date it occurred; (2) the nature of and the extent of the injury or loss; (3) the results of the previous decision; (4) dissatisfaction with decisions previously rendered; and (5) the remedy sought.

The Superintendent shall make every attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days from the receipt of the appeal. The Superintendent shall communicate a decision in writing to the grievant, to the Association, and to the Principal.

STEP THREE: If the grievant is not satisfied with the decision made by the Superintendent, s/he may request a review by the Board. Such request to the Board must be made within ten (10) school days after receipt of the Superintendent's decision. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward them to the Board. The Board, or a committee thereof, shall review the grievance. Either the Board or the grievant may call for a hearing which will be held within fifteen (15) school days or at the next regularly scheduled board meeting, whichever occurs last, of the receipt of the appeal. The Board shall render a decision in writing and forward copies of the decision to the grievant and to the Association within fifteen (15) school days of the hearing. If a hearing is not held, a decision in writing shall be rendered within twenty-one (21) school days from the receipt of the appeal. Copies of this decision will be sent to the grievant and the Association. The Board's decision shall be binding and final on all matters excluded from arbitration unless the grievant decides to proceed with court action in accordance with the rights to which he is entitled under the State and National Constitutions and/or statutes, said rights not to be included in collective bargaining agreement.

STEP FOUR: In the event the aggrieved party is not satisfied with the decision of the School Board with respect to the grievance, s/he may, if the grievance is not excluded from arbitration, refer the grievance in writing to arbitration within ten (10) school days after receiving the statement. 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, the NH PELRB will be notified and requested to submit a roster of persons qualified to function as an arbitrator.

B. If the parties are unable to secure a mutually satisfactory arbitrator from the submitted list, they shall request the NH PELRB 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 NH PELRB may be requested by either party to designate an arbitrator.

D. The arbitrator shall be limited to the issues submitted and shall consider nothing else. S/he shall be bound by and must comply with all the terms of this agreement. S/he shall have no power to add to, delete from, or modify in any way any of the provisions of this agreement. The arbitrator may award a "make whole recommendation" but may apply no penalty payments. The arbitrator shall have no power to make any award involving "cost items" beyond those appropriated by the School District.

E. The arbitrator's report. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.

F. The finding of the arbitrator shall be final and binding unless either party decides to proceed with court action in accordance with the rights, to which they are entitled under the State and National Constitutions and/or statutes, said rights not to be included in collective bargaining agreement.

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

H. Grievances regarding dismissal, non-renewal, the content of evaluations, and matters that are excluded elsewhere in the collective bargaining agreement are specifically excluded from arbitration.

It is understood that any member grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

ARTICLE XI. REDUCTION IN PERSONNEL

If it becomes necessary to decrease the number of members of the bargaining unit, the School Board may lay off the necessary number of members of the bargaining unit in the program area being reduced including, but not limited to, classroom teachers, music, physical education, and special education. Members shall be notified in writing on or before March 31st if they are to be laid off. Any layoffs shall be governed by the following provisions.

- A. Members of the bargaining unit who are not on continuing contract may be laid off in any order as determined by the Superintendent and the School Board.
- B. Members of the bargaining unit who are on continuing contract shall be laid off only in their inverse order of seniority. However, members in this category with equal seniority may be laid off in any order as determined by the Superintendent and School Board. Seniority will be determined by the member's most recent date of continuous employment at the Plainfield School. Leaves of absence for approved study or other approved academic purposes shall count toward the computation of seniority. Leaves of absence for personal reasons shall not terminate the period of continuous service.
- C. No member of the bargaining unit may be prevented from securing other employment during the period s/he is laid off under this subsection.
- D. Members who are laid off shall retain job recall rights for a period of two (2) school years for any position within the bargaining unit for which they are qualified and certified. Recall shall be in inverse order of layoff.
- E. A member notified of recall shall have fifteen (15) calendar days in which to accept the position. Failure to respond to the offer within fifteen (15) calendar days shall be deemed to be a refusal of the offer and a waiver of future recall rights and the member with the next right of recall shall be offered the position. Notification shall be by certified mail to the last known address of the member and this shall be deemed to be full and sufficient notification. It will be the responsibility of the member to provide the Superintendent with his/her current mailing address.
- F. Reinstatement hereunder shall not result in a loss of credit for previous years of service. No new or substitute appointments may be made while there are laid off members of the bargaining unit who are qualified to fill the vacancies.
- G. The provisions of the Article shall not apply to members employed on limited duration or non-renewable contracts.

ARTICLE XII. CREDIT FOR YEARS OF EXPERIENCE

Salaries shall be paid in accordance with the provisions of the salary schedule contained in Appendix A. Steps on the salary scale shall be equal to years of experience except for

modifications provided for in this article or for members at the top of the scale. Members of the bargaining unit 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 the following school year. Advancement by step shall be based on the teacher's demonstration of core competencies and satisfactory performance. Assuming such competency and satisfactory performance, each teacher will proceed annually to the next step in the salary grid until the maximum step is reached. Professionals placed on Track I or Track II of the Plainfield Professional Performance Process document (not to be confused with the Tracks found on the actual salary schedule) shall be deemed to meet the requirement of core competencies and satisfactory performance. Professionals placed on Track III of the Plainfield Professional Performance Process document shall be considered not to have met this performance level, and the Superintendent shall notify those professionals in writing prior to March 31 that they will not advance to the next step for the subsequent school year.

The same procedure for step advancement applies to part-time members of the bargaining unit on a proportional basis.

Credit for experience outside of the Plainfield School District, and provided all other requirements are met, may be allowed in full or at a step on the salary schedule that is mutually agreed upon by the member candidate and the Superintendent.

Credit for salary purposes may be granted for non-educational experience to an amount to be agreed upon by the member candidate and the Superintendent. In general, no more than two years' credit is to be allowed. Military and civilian employment should be weighed in light of the value to the actual teaching situation.

No member of the bargaining unit will be hired by the District and placed on the salary schedule at a step higher than members in the system who have equal experience. The Board may approve exceptions to this provision in the cases of emergencies in filling vacancies. The Association will be notified if such an emergency arises.

ARTICLE XIII. PROFESSIONAL CONTRACT

The individual member contract shall be for 186 days of service per year which includes 180 days of instruction, with additional days for opening and closing school activities, parent conferences, and staff days for curriculum work and/or staff development. Three of the six professional days will be pre-opening work days. One of the three pre-opening days will be free of assignments and meetings, and will be used for individual planning time, at the school. A copy of the individual member contract is attached to this agreement as Appendix B.

- A. Variations in the number of working days, more or less than the regular contract year, will be paid on a prorated basis using the formula:

$$\frac{\text{Salary Step} \times \text{Number of Days Worked}}{\text{Number of Days in Contract Year}}$$

B. Coverage for Members Involved in Job Sharing:

In recognition of the time commitment and expectations of those involved in a job-share, the salary calculation shall be established at .554 FTE of each individual's track and step placement. Each individual shall be entitled to health insurance (and other benefits as applicable) on a pro-rata basis of 0.5 FTE .

ARTICLE XIV. PROFESSIONAL ASSIGNMENTS

A. Length of Work Day

The length of the member workday shall not exceed 7.5 consecutive hours and shall include a twenty-five (25) minute duty free lunch period. This shall not preclude additional hours for faculty meetings, special education staffing, parent conferences, open house and curriculum night. Part-time staff members will be expected to be available for parent-teacher conferences.

B. Preparation Periods

Members will be scheduled for four (4) duty-free preparation periods a week of forty (40) consecutive minutes each during time when school is in session. However, in recognition of the importance of planning time, the standard practice at PES is to provide five (5) preparation periods of forty (40) consecutive minutes each week with the following exceptions:

1. A preparation period may be canceled after a reasonable effort to find a substitute has been made and none can be found.
2. A preparation period may be preempted by the Principal when deemed to be in the best interest of pupil welfare.
3. Additional preparation periods may be added at the principal's discretion.
4. A preparation period may be split into two sessions to accomplish specific goals that benefit the grades involved.

ARTICLE XV. EVALUATION

A. It is recognized by the parties that evaluation of performance is the responsibility of the school administration.

B. As in the past, observation of the work performance of a member of the bargaining unit will be conducted openly. Formal observation sessions shall be with full knowledge of the member of the bargaining unit. All other observations of the member of the bargaining unit's work performance which are to be made part of his/her file will be made known to the member of the bargaining unit.

C. A member of the bargaining unit shall be given a copy of any class visit or evaluation report prepared by his evaluators within three (3) school days after the observation. The member of the bargaining unit shall acknowledge that s/he has read such evaluation by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that

she/he has read the material to be filed. Such signature does not necessarily indicate agreement with the content nor shall the refusal to sign prevent such material from being placed into and remaining in the file.

D. After any written evaluation, a conference will be held upon request of either party to the evaluation to discuss the report within two (2) school days following the receipt of the report.

E. Each member of the bargaining unit shall be entitled to knowledge of and access to his/her file of evaluations upon forty-eight (48) hours notice. The member of the bargaining unit shall have the right to review and answer any material filed in his/her evaluation file and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

F. A member of the bargaining unit on continuing contract whose reelection is in doubt will be given a written warning no later than December 15 containing a statement of improvements needed and will be given opportunity and professional aid in overcoming alleged weaknesses.

ARTICLE XVI: VOLUNTARY DUES DEDUCTION

The Board agrees to deduct from the salaries of the members of the bargaining unit dues for membership in the Plainfield Education Association, the New Hampshire Education Association, and the National Education Association as said members of the bargaining unit individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Plainfield Education Association.

Members of the bargaining unit who elect to have dues deducted for the above named Associations may authorize these deductions by filing the appropriate form on or before October 15th of any school year.

ARTICLE XVII: DIRECT DEPOSIT

Any employee may elect to participate in a direct deposit account. It is the responsibility of the employee to notify the Superintendent's Office of changes in enrollment.

ARTICLE XVIII: PRINTING AND DISTRIBUTION

Copies of this Agreement will be distributed to members of the bargaining unit by the Superintendent at the time of hire and whenever a successor Agreement is ratified. Two (2) copies of the current School Board Policy Manual will be catalogued in the school library.

ARTICLE XIX. SMOKING

The Plainfield School Building, by agreement between the parties, shall be a NO SMOKING area. The Board, or its agents, agrees to notify all prospective employees of this article.

Appendix A

PLAINFIELD SCHOOL DISTRICT – TEACHER CONTRACT

Teacher _____

SS #: _____

Total Position Salary: _____

Agreement made on Date between the Plainfield School District, hereinafter called the District and **Teacher** , hereinafter called the Teacher, WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

1. The District shall employ the Teacher for the school year beginning on date and ending on date, at an annual salary of payable biweekly in twenty-two payments or twenty-six installments commencing September, 2000 except the second payment in June may be for the balance due in this contract, less any deductions required by Federal or State law, proper deductions for the loss of time and other deductions agreed to by the parties is authorized in writing by the Teacher.
2. The Teacher shall work for the District for said period and shall conform to, and carry out all public school laws and all lawful rules and regulations relative to the conduct of the schools and teachers which may be adopted by the School Board or the State Board of Education (RSA 189:15 and 186:5).
3. The Teacher is assigned to the following position:
Such position shall include those duties of a non-instructional nature as are customarily incident thereto. The right is reserved to the District to make such changes in the Teacher’s assignment as foreseen conditions may require of the best interests of the school system, except that in no event shall the Teacher be assigned to a position for which he/she is not qualified or certified by the State Department of Education to occupy. The salary herein is the entire compensation of the Teacher for all services to be performed under this agreement and is for the **school year date at ---- FTE** (not more than **186** school and other days of professional work).
4. The employment of the Teacher hereunder shall not be valid unless the teacher holds, at the beginning of the school year, an appropriate credential issued by the State Department of Education for the position for which he/she has been employed. This contract shall become null and void if the Teacher fails to maintain such teaching credential in full force and effect throughout the school year.
Educator Certificate Number: **xxxxxxx**
5. This contract may be terminated by the District prior to its expiration date if the Teacher is lawfully dismissed in accordance with RSA 189:31 and 32, and in case of such terminations, the District shall be obligated to pay the Teacher his/her compensation for services rendered up to the effective date of termination, but shall not be otherwise liable to the Teacher.
6. This contract may be terminated by mutual consent at any time. Notice of termination must be submitted in writing.
7. The Teacher and the District shall be bound by the public school statutes of New Hampshire now in force or hereafter enacted and by all applicable administrative rules and regulations adopted thereunder having the effect of law.
8. This contract is valid only if it is signed by the Teacher and returned to the Superintendent of Schools on or before Date.

IN WITNESS WHEREOF the parties hereto have executed this contract.

BY: _____ Date _____
 Chairperson, Plainfield School Board

_____ Date _____
 Teacher

Social Security: _____ Date of Hire: <DOH>
 Degree: <TRACK> _____ Step: <STEP>
 Phone: _____ Salary Guide: _____ Total Salary:
 Additional Days: _____ Additional Salary: _____ Differential:
 Please check one: _____ 22 installments of
 _____ 26 installments of

**APPENDIX B
SALARY SCHEDULE**

YEAR 1: 2010-2011

Track 1.0340
Step 1.0354
Base Inc. 0%

Step	Track				
	B	B+15	B+30/M	M+15	M+30
1	\$33,261	\$34,392	\$35,561	\$36,770	\$38,020
2	\$34,438	\$35,609	\$36,820	\$38,072	\$39,366
3	\$35,658	\$36,870	\$38,123	\$39,420	\$40,760
4	\$36,920	\$38,175	\$39,473	\$40,815	\$42,203
5	\$38,227	\$39,527	\$40,870	\$42,260	\$43,697
6	\$39,580	\$40,926	\$42,317	\$43,756	\$45,244
7	\$40,981	\$42,375	\$43,815	\$45,305	\$46,845
8	\$42,432	\$43,875	\$45,366	\$46,909	\$48,504
9	\$43,934	\$45,428	\$46,972	\$48,569	\$50,221
10	\$45,489	\$47,036	\$48,635	\$50,289	\$51,999
11	\$47,100	\$48,701	\$50,357	\$52,069	\$53,839
12	\$48,767	\$50,425	\$52,139	\$53,912	\$55,745
13	\$50,493	\$52,210	\$53,985	\$55,821	\$57,719
14	\$52,281	\$54,058	\$55,896	\$57,797	\$59,762
15	\$54,131	\$55,972	\$57,875	\$59,843	\$61,877
16	\$56,048	\$57,953	\$59,924	\$61,961	\$64,068
17	\$58,032	\$60,005	\$62,045	\$64,155	\$66,336

**APPENDIX B
SALARY SCHEDULE**

YEAR 2: 2011-2012

Track 1.0340
Step 1.0354
Base Inc. 1.50%

Step	Track				
	B	B+15	B+30/M	M+15	M+30
1	\$33,760	\$34,908	\$36,095	\$37,322	\$38,591
2	\$34,955	\$36,143	\$37,372	\$38,643	\$39,957
3	\$36,192	\$37,423	\$38,695	\$40,011	\$41,371
4	\$37,474	\$38,748	\$40,065	\$41,427	\$42,836
5	\$38,800	\$40,119	\$41,483	\$42,894	\$44,352
6	\$40,174	\$41,540	\$42,952	\$44,412	\$45,922
7	\$41,596	\$43,010	\$44,472	\$45,985	\$47,548
8	\$43,068	\$44,533	\$46,047	\$47,612	\$49,231
9	\$44,593	\$46,109	\$47,677	\$49,298	\$50,974
10	\$46,172	\$47,741	\$49,365	\$51,043	\$52,778
11	\$47,806	\$49,431	\$51,112	\$52,850	\$54,647
12	\$49,498	\$51,181	\$52,922	\$54,721	\$56,581
13	\$51,251	\$52,993	\$54,795	\$56,658	\$58,584
14	\$53,065	\$54,869	\$56,735	\$58,664	\$60,658
15	\$54,943	\$56,811	\$58,743	\$60,740	\$62,806
16	\$56,888	\$58,823	\$60,823	\$62,891	\$65,029
17	\$58,902	\$60,905	\$62,976	\$65,117	\$67,331

APPENDIX C BENEFITS

Health Insurance

The Plainfield School District will contribute 83% for fulltime employees toward the premium for individual, two-person or family health insurance coverage in the School Care HMO plan (employees contributing 17%). Employees have the option of choosing the School Care POS (Point of Service) Plan, with the employee paying the difference between the District's contribution for the HMO plan and the POS premium.

Enrolled employees may make a pre-tax contribution as negotiated, through payroll deduction, to defray the premium cost as provided under Section 125 of the Federal Code.

Members who decline health insurance will receive a payback of \$1250.00. Payback will be pro-rated for Employees working less than 0.8 FTE.

The current provider of Health Insurance for PES is School Care. This provider, and the programs approved for PES employees, can be changed by mutual agreement between the Plainfield School Board and the PEA.

Employee contributions for 2007-2010 will be determined using the following formula:

$$(\text{Total premium cost HMO}) \times (\text{negotiated district percent}) \times (\text{FTE}) = \text{District contribution.}$$

$$(\text{Total premium cost}) - (\text{District contribution}) = \text{employee's contribution.}$$

- 0.8-1.0 FTE are considered 1.0 for insurance purposes.

The following chart presents actual district subsidy amounts and employee contribution amounts for the school year 2010-2011.

	<u>Premium,</u>	<u>HMO Full Time</u>	<u>Subsidy</u>	<u>Employee Contribution</u>
Family,	18,174 x .83,		15,084.42,	18,174 – 15,084.42 = 3,089.58
Two Person,	13,464 x .83,		11,175.12,	13,464 – 11,175.12 = 2,288.88
Single,	6,732 x .83,		5,587.56,	6,732 – 5,587.56 = 1,144.44
			<u>POS Full Time</u>	
Family,	20,364,		15,084.42,	20,364 – 15,084.42 = 5,279.58
Two person,	15,084,		11,175.12,	15,084 – 11,175.12 = 3,908.88
Single,	7,542,		5,587.56,	7,542 – 5,587.56 = 1,954.44

APPENDIX C BENEFITS

Dental Insurance

Professional staff will pay 10% of the premium for the preceding school year. Thus, for 2010-2011, Professional staff will pay 10% of the 2009-2010 dental insurance premium, as follows:

Family=**\$164.62** Two person=**\$98.18** Single=**\$52.32**

Disability Insurance

The Plainfield School District will provide employees who work 20 or more hours per week in a permanent capacity Long Term Income Protection Insurance (Disability) comparable to the coverage through Medical Life Insurance Company of Cleveland, Ohio.

Life Insurance

The Plainfield School District will provide members who work 20 or more hours per week in the District in a permanent capacity Life Insurance comparable to the coverage through Medical Life Insurance Company of Cleveland, Ohio.

Tax Deferred Annuity

The Plainfield School District will match a tax deferred annuity contribution by members who are employed at 0.5 FTE or more in the District in a permanent capacity up to three percent (3.0 %) of their annual base salaries. The District's contribution will be to the members' current 403 (b) investment vehicle (see Article VII, B,5 for specifics). 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 benefit. Matching contributions for members who enroll after this date will be on a pro-rata basis.

Credit for Education

Tracks on the salary schedule refer to graduate credits. All members of the bargaining unit employed by the District prior to July 1, 1990 may convert staff development hours to graduate credits at the rate of fifteen (15) hours of staff development to one (1) hour of credit on the salary schedule.

The cut-off date for notifying the Superintendent's Office of intention to move from one track to another on the salary scale is November 15th of the year preceding the change. All courses must be completed by September 1 of the year of said change. Upon receipt of notice, the Superintendent's Office shall notify in writing the member making such notice.

On or before September 15th, each member of the bargaining unit shall be notified of the total number of staff development clock hours and graduate credits on file as of June 30th in the Superintendent's Office. This notification will indicate the total number of hours/credits accumulated during the three-year certification period and also the total number of hours/credits accumulated for the purpose of moving to the next salary track.

Acceptance of Appendixes

President, Plainfield Education Association

Date

Chairperson, Plainfield School Board

Date