

V.M.C.



AGREEMENT
BETWEEN
LACONIA SCHOOL DISTRICT
AND
THE LACONIA EDUCATION ASSOCIATION
July 1, 2007 - June 30, 2010

Table of Contents

ARTICLE	SUBJECT	PAGE
	AGREEMENT	4
	DEFINITIONS	4
I	RECOGNITION	5
II	MANAGEMENT'S RIGHTS	5
III	UNIT CERTIFICATION	6
IV	PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT	6
V	ASSOCIATION RIGHTS	7
VI	EVALUATION AND PERSONNEL FILE	9
	Orientation	9
	Personnel File	9
VII	TEACHER EMPLOYMENT	10
	Number of Days	10
	Work Day	10
	Lunch Hour	10
	Assignments	10
	Academic Courses	10
	Calendar	11
	Reimbursement	11
	In-Service	11
	Lay Off	11
	Preparation Periods	12
VIII	RATES OF PAY	12
IX	GRIEVANCE PROCEDURE	12
X	LEAVES OF ABSENCE	14
	Sick Leave	14
	Child Care	15
	Personal Days	15
	Worker's Compensation	15
	Military	15
	Jury Duty	15
	Training Tour of Duty	15
	Funeral Leave	15
	Sabbatical Leave	16
XI	INSURANCE	17
XII	MISCELLANEOUS PROVISIONS	17
	Severability Clause	17
	Discrimination	17
	Individual Contract	17
	Discipline	17
	Work Shops	17
	Case Managership	17
	Early Retirement	18
	Curriculum Work	19

XIII	NOTICE UNDER AGREEMENT	19
XIV	STRIKES AND SANCTIONS	19
XV	FINAL RESOLUTION	20
XVI	DURATION OF AGREEMENT	20

APPENDICES

A.1	COMPENSATION	21
A.1.1	NEW HIRE CONVERSION TABLES	23
A.2	LONGEVITY SCHEDULE	24
A.3	EXTRACURRICULAR BASE SALARIES	25
B.1	INSURANCE	30
B.2	HEALTH INSURANCE WAIVER	32
C	TEACHER INDIVIDUAL CONTRACT	33
D	DUES DEDUCTION AUTHORIZATION	34
E	GRIEVANCE REPORT FORM	35
F	SIGNATURES	39

AGREEMENT

This Agreement entered into this twenty-third day of July, 2007, by and between the Laconia School District, hereinafter called the "District", and the Laconia Education Association affiliated with the NEA-New Hampshire and the National Education Association, hereinafter called the "Association".

DEFINITIONS

SCHOOL: The term "School", as used in this agreement, means any work location or functional division maintained by the District where instruction as required by the State is offered to the children enrolled in the Laconia School District.

TEACHER: The term "Teacher", as used in this agreement, means a person employed by the District as defined in Article I, Section 1, of the Agreement.

FACULTY REPRESENTATIVE: The term "Faculty Representative", as used in this Agreement, means the Association Faculty Representative.

PERSON: The term "Person", as used in this Agreement, means a person employed by the District as defined in Article I, Section 1 of this Agreement.

DAYS: The term "days" as used in this Agreement, means Monday through Friday excluding holidays.

Whenever the singular is used in this Agreement, it is to include the plural.

ARTICLE I RECOGNITION

1.1 For purposes of collective negotiations, the District recognizes the Association as the exclusive representative of all teachers of the Laconia School District during the term of this Agreement. The term "teacher" shall include any individual employed by the District, the qualifications of whose position are such as to require the employee to hold an appropriate credential issued by the State Board of Education under its regulations governing the certification of teaching personnel, school nurses, school librarians and guidance personnel, but excluding the superintendent, assistant superintendent, principals, assistant principals, business administrator, supervisor of buildings and grounds, director of special education, coordinators of special education, vocational director, persons employed by the State Board of Education, teacher consultants, teacher aides, school volunteers, bona fide executives or administrators.

1.2 Unless otherwise indicated, the term "teacher", when used hereinafter in this Agreement, shall refer to employees represented by the Association in the negotiating unit as defined in Section 1.1 of this Article I.

1.3 Unless otherwise indicated, the term "administrator", when used hereinafter in this Agreement shall refer to those employees who serve in an administrative and/or supervisory capacity full-time or more than half time.

ARTICLE II MANAGEMENT'S RIGHTS

2.1 The School Board shall retain the sole right and authority to operate and direct the affairs of the School District in all its various aspects. Among the rights retained, in addition to those enumerated in RSA 273-A:1, IX, are the Board's right to determine the School District's mission and set standards and service offered to the public; to direct the working forces, to plan, direct, control and determine the operations or services to be conducted in and by the School District or by employees of the School District; to assign and transfer employees; to hire, promote, or demote employees and suspend, discipline or discharge employees; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce rules and regulations; to determine days of operation, employees' work schedule and school calendars; and to change methods, equipment or facilities. All rights, which ordinarily vested in and are exercised by public employers, except as such are specifically relinquished herein, are reserved to and remain vested by the School Board. Nothing in the foregoing shall convey rights limited by this collective bargaining agreement or law.

2.2 The parties understand that the District and the Superintendent may not 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. Agreement reached pursuant to Article IV hereof shall not constitute a waiver of and shall not be construed as a derogation of such powers, discretion and authorities.

2.3 Except as otherwise provided in this Agreement, or agreed to in writing between the parties, the determination of educational policy, the operation and management of schools, and the control, supervision and direction of the staff are vested exclusively in the District. It is further understood and agreed that the District has all those rights, powers, discretions, and authorities, which are vested in them by law.

All personnel policies, regulations, and similar statements of operating procedure which are in effect as of the final ratification of this contract by the Laconia City Council and shall remain in full force and effect and shall be considered to be merged herein. Such policies, regulations, and statements may be amended by the District, consistent with their recognized rights, provided that they are not in conflict with this Agreement and with the understanding that this provision does not constitute a waiver of the Association's right to bargain over material changes in terms and conditions of employment which may result from such amendment, in accordance with RSA 273-A.

ARTICLE III UNIT CERTIFICATION

3.1 Upon receipt, from the employees defined in Article I, Section 1.1, of appropriate evidence certifying the Association as their exclusive representative for collective negotiations, the District shall enter into negotiations under the procedure defined in Article IV. Appropriate evidence is hereby defined as a certified statement that the Association has been designated by more than fifty percent (50 %) of the District's full-time teaching employees, as defined in Article I, Section 1.1, of this Agreement, as their exclusive representative for collective negotiations.

ARTICLE IV PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

4.1 On or about October first (1st) of the prior year in which this Agreement expires, and subject to compliance with Article III and XVI, the Association may in writing by certified mail return receipt requested, notify the District of its desire to terminate or modify the terms and conditions of this Agreement and shall submit no later than October fifteenth (15th) to the District its demands on negotiable items. If proper notice is given, the parties shall, no later than November fifteenth (15th), meet, confer, and negotiate in accordance with the procedures set forth herein in a good faith effort to reach a mutual understanding and agreement.

4.2 The Negotiating Committee of the District and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement.

4.3 The District will assist the Association in obtaining nonconfidential information in its possession as may be reasonably requested.

4.4 Any agreement reached shall be reduced to writing and signed by the District and the Association. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding upon the District, unless and until the necessary appropriations have been made by the Laconia City Council. The District shall make a good faith effort to secure the funds necessary to implement said agreements.

4.5 If, after discussion of all negotiable matters, the parties fail to reach agreement, either party may declare an impasse. In the event of an impasse, either party may request the American Arbitration Association to appoint a mediator for the purpose of assisting them in reconciling their differences and resolving the controversy on terms which are mutually acceptable. The American Arbitration Association will, within ten (10) days after the receipt of such request, appoint a mediator in accordance with rules and procedures prescribed by it for making such appointment. The mediator will meet with the parties forthwith, either jointly or separately, in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement.

4.6 If the mediator is unable to effect settlement of the controversy within fifteen (15) days after his appointment, either party may, by written notification to the other, request that their differences be submitted to fact finding. Within five (5) days after receipt of the aforesaid written request, either party may request the American Arbitration Association to designate a fact finder. The American Arbitration Association will, within five (5) days after receipt of such request, designate a fact finder in accordance with rules and procedures prescribed by it for making such designation.

4.7 The fact finder will, within five (5) days following appointment, meet with the parties or their representatives, or both, forthwith, either jointly or separately, make inquiries and investigations, hold hearings, or take such other steps as the fact finder deems appropriate. Any such hearings will be held in closed session. The District and the Association will furnish the fact finder, upon request, all records, papers, and information in their possession relating to any matter under investigation by or in issue before the fact finder. If the dispute is not resolved prior thereto, the fact finder shall make findings of fact and make terms of settlement regarding the disputed matters submitted to the fact finder. The fact finder may make this report public.

4.8 The cost for the services of the mediator and/or fact finder, including per diem expenses if any, will be shared equally by the District and the Association.

4.9 Determinations and/or recommendations under the provisions of section 4.6 and 4.7 of this Article IV, will not be binding on the parties.

4.10 During negotiations, the committee of the District and the committee of the Association will present relevant data, exchange points of view and make proposals and counterproposals.

ARTICLE V ASSOCIATION RIGHTS

5.1 The Association will have the right to use school buildings at reasonable times without cost for meetings. Request for the use of buildings will be made to the Principal in advance. Future authorization is not necessary for local Association events.

5.2 The Association will, upon request, be given an opportunity to present brief reports and announcements at building faculty meetings.

5.3 The Association upon request will be given an opportunity to meet during an in-service day prior to the start of the student's school year. The School District will schedule no other activities during this time that involves the teaching staff.

5.4 The Association will have the right to post notices on its activities and matters of teacher concern in teacher's rooms and shall continue to have the use of the teacher mail box system.

5.5 Upon notification by an employee (see Appendix D attached hereto), the District will deduct for professional association dues and forward such deduction to the Association treasurer. The District shall be held harmless from any and all claims in connection therewith.

5.6 The Association may, with permission from the Building Principal, use school equipment normally used by teachers for Association activities. However, expendable material will be at the expense of the Association.

5.7 Rights granted to the Association under this Article V shall not, in the judgment of the District, be disruptive or injurious to the Laconia Education System, its students, the faculty, or administration, nor in violation of any of the provisions of this Agreement. In making judgments under this section, the District shall not be arbitrary or capricious.

5.8 During the term of this Agreement, the rights and privileges set forth in this Article shall not be granted to any other bargaining agent.

5.9 Requests under the provision of this Article shall mean permission and shall be made to the Building Principal or the Principal's designee.

5.10 A reasonable number of employees who act as representatives of the bargaining unit shall be given a reasonable opportunity to meet with the employer or the employer's representatives during working hours without loss of compensation or benefits.

5.11 Teachers shall not be required to work under conditions which violate any local, state or federal health or safety regulation.

5.12 The Association shall be supplied with all current District policies, directives, and job openings.

5.13 Professional Staff openings within the Laconia School District shall be posted in the schools as they occur. Bargaining unit members will be notified of specific openings during summer months provided that request is made in writing to the Superintendent's office prior to June fifteenth (15th).

5.14 Bargaining Unit members applying for professional staff openings, all qualifications being equal, shall be given preferential consideration over non-bargaining unit members subject to the understanding that the Laconia School District will have the authority, in its sole discretion, to make the final decision as to the employment of an individual teacher.

5.15 Upon request, the District will provide the Association with a list of newly hired staff and the number of years credit granted for classroom teaching experience and the number of years for other experience.

ARTICLE VI
EVALUATION AND PERSONNEL FILE

6.1 The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced teachers for the purpose of improving instruction.

6.2 The observation of the work performance of a teacher will be conducted openly, and with full knowledge of the affected teacher.

6.3 Following each observation wherein negative performance was noted a conference will be held with the teacher to discuss the observation.

6.4 A teacher shall be given a copy of any evaluation report prepared by the evaluator(s) before any conference is held to discuss it. If the teacher is dissatisfied with this evaluation conference, the teacher may request, within ten (10) working days, additional conference time. Within ten (10) working days after the last conference date the teacher shall sign the report. Such signature shall indicate only that the report has been read by the teacher and in no way indicates agreement with the contents thereof. The evaluator shall return the written evaluation within fifteen (15) days following the last formal observation.

6.5 Complaints regarding a teacher made to any member of the administration by any parent, student, or other person, which may be used to evaluate a teacher shall be promptly investigated. The teacher shall be given an opportunity to respond and meet with the person making the complaint. The teacher shall acknowledge that the teacher has had the opportunity to review the said complaint by affixing signature to a copy to be filed. Such signature will in no way indicate agreement with the contents thereof. In any event, if a teacher refuses to sign any report set forth in this Article, then such report may be placed in that respective teacher's file. A complaint lodged against a teacher shall be expunged from a teacher's file after a period of three (3) years if no complaints have been lodged against the employee within the three year time period. Unsubstantiated complaints shall be removed from a teacher's file.

6.6 The parties recognize and agree that, subject to the provisions of this Article VI, teacher evaluation is a supervisory function of department heads and curriculum coordinators.

6.7 Each new teacher to the Laconia School System shall be made aware of the School District's evaluation plan at the School District's Orientation Day, including criteria, goals, and objectives of any such plan (including new plans) and the Association shall have the right to contribute input and to meet and confer; but in any event, the District shall make the final determination on any matters under this Section 6.7.

6.8 Each teacher shall be entitled to access to the teacher's own personnel file at any time upon twenty-four (24) hours notice to the Superintendent, or the Superintendent's designee.

6.9 The teacher shall have the right to make an appropriate response to any material contained in the teacher's own personnel file and such response shall be made part of said teacher's file. Reproductions of such material may be made by hand or copying machine, if available.

ARTICLE VII
TEACHER EMPLOYMENT

7.1 The District agrees to hire only those teachers who are certifiable by the New Hampshire State Department of Education for every regular teaching assignment, except this provision shall not apply in the instance where, in the opinion of the Superintendent, availability of personnel is critical and an appropriate waiver is granted. Upon request, the Association shall be notified by September 15th and April 15th of the employment of non-certified teachers.

7.2 For purposes of this Agreement, the period of service shall not be more than one hundred eighty-six (186) days for the school year. Days to be allocated as follows:

180 Teaching Days (September 1 – June 30)
6 In-service Days (beginning the last week or partial week of August) – 1 day for teachers to work in their classrooms preparing for the arrival of students, 5 days at the discretion of the Superintendent.

7.3 The Association and its members recognize that each teacher has a professional responsibility to provide the best possible opportunity to each and every student. The workday for each teacher shall begin twenty (20) minutes prior to and end thirty (30) minutes after the school day for students.

7.4 The time set for the beginning and the end of the student day shall be established at the discretion of the School District. The District shall, through its Superintendent, advise the Association of proposed changes in the schedule of the student day and shall solicit and consider the position of the Association with respect to such proposals. Unless presented with extraordinary circumstances, the District shall submit to the Association proposed changes in the school day at least sixty (60) days before the effective date on which the proposed changes would be implemented; the Association will present its comments in response to the District's proposal no more than thirty (30) days after submission.

7.5 Teachers are expected to put in whatever time necessary to carry out their professional duties, including faculty meetings, conferences with parents or students, extra help to students, open house, or conferences with administration as required. Such meetings shall be of reasonable duration and with reasonable notice.

7.6 At the high school, teachers will have an uninterrupted duty free lunch period. A teacher at the elementary and middle school will have an uninterrupted duty free lunch period of at least thirty (30) minutes.

7.7 Except in unusual circumstances, teachers will be notified of their teaching assignment for the ensuing year two weeks after the adoption of the school budget by the City Council, or the last regular school day, whichever comes first, but not prior to May 1st.

7.8 Teachers who have satisfactorily completed academic courses and who wish to use such additional credits for salary purposes must notify the Superintendent no later than ten (10) school days following the reopening of school. Time requirements specified in this Section 7.8 may be extended by mutual agreement.

7.9 The Association agrees to submit to the District, for its consideration, suggestions for the school calendar on or before November first (1st) of the preceding year. The Association will also be given an opportunity to provide input, and meet and confer, in instances where the school calendar may require or undergo modification during the school year. The District shall have the right to establish the school calendar and to make appropriate changes at any time, and such action by the District shall not be subject to the grievance procedures of this Agreement.

7.10 The District will provide in its budget, funds to reimburse teachers for the costs of courses, workshops, and/or conferences that are approved by the Superintendent, or the Superintendent's designee. The Superintendent, or the Superintendent's designee, shall have the sole and exclusive judgment under the provisions of this Section 7.10 and said judgment shall not be subject to the Grievance Procedures of this Agreement. Payment under this Section 7.10 shall require proof of payment and documentation of satisfactory completion of a course, or attendance at a workshop or conference. An individual shall only be required to complete a purchase order for payment.

If a teacher requests compensation for course or conference reimbursement during the summer trimester and resigns or takes an administrator's position prior to the opening day of the ensuing school year, they will not be reimbursed for said expenses.

The District shall budget \$79,000 annually for the sole purpose of funding this article. Each teacher may request initial reimbursement up to \$700.00 for professional development expenses annually. Monies remaining in this account at the end of the fiscal year will be distributed proportionally to those bargaining unit members who have been partially reimbursed during that fiscal year, however, no one shall receive more monies in this distribution than originally requested or in excess of the tuition costs. Reimbursement under this article shall not exceed \$79,000 annually.

Substitute costs for workshops and conferences funded under this Article will be deducted from an additional yearly allocation, which is capped at \$10,000.

Funds for courses, workshops, and conferences can be encumbered in advance (from the allocation of the semester during which the courses, workshops, and/or conferences are being held.)

7.11 In-Service Days set forth in Section 7.2 of this Article VII shall be determined with the cooperation of the Association and the parties shall meet and confer, both as to the content and number of days. In any event the Superintendent shall make the final determination, both as to content and number of days, except that the number of days may not exceed six (6).

7.12 If the District determines it necessary to decrease the number of teachers or eliminate any position, the District may lay off the necessary number of teachers, but only in the inverse order of District seniority of such teachers. A teacher being laid off who is certified and qualified for another subject area or position may displace a teacher in the other area or position with less seniority. No teacher may be prevented from securing other employment during the period the teacher is laid off under this Article VII. When teaching positions become available, laid off teachers shall be reinstated in the inverse order of their being laid off, at the time of their reinstatement, if they are certified and qualified to teach the available position. Date of hire is determined by the date of the signed contract. Recall rights shall be limited as follows:

- A. They shall exist for two (2) school years following the school year in which the layoff notice is received;
- B. The laid-off teacher shall maintain an up-to-date record with the School District as to where the teacher can be notified of a recall;

C. The laid off teacher shall keep the District and/or Administration informed as to the teacher's areas of certification;

D. Teachers must accept a recall within ten (10) days after it's mailing, or in case of emergency which required sooner notification, within the time set by the District, or be deemed to have waived such rights.

A recalled teacher's credit for previous years of service shall not be lost as a result of layoff.

7.13 At the elementary level, each regular classroom teacher shall have three (3) weekly preparation periods equal to the time allotted to the teaching of Art, Music, and Physical Education for that teacher's class. If the District does not provide such a preparation period, the regular classroom teacher shall be compensated at a rate equal to one nine hundredth ($1/900^{\text{th}}$) of the current Bachelors First Step Annual Salary. It shall be the classroom teacher's responsibility to notify the Superintendent's office on the forms provided within two weeks of the loss of a preparation period as provided for in this section.

7.14 Teachers at the elementary, middle school, and high school who are asked to serve as substitutes during their preparation period shall be compensated at a rate equal to one nine hundredth ($1/900^{\text{th}}$) of the current Bachelors First Step Annual Salary. It shall be the teacher's responsibility to notify the Superintendent's office on the forms provided within two weeks of the loss of a preparation period as provided for in this section.

ARTICLE VIII RATES OF PAY

8.1 The Compensation Plan and its application are set forth in Appendix A attached hereto. The salary of employees covered by this Agreement shall be prorated at one-one hundred eighty-sixth ($1/186^{\text{th}}$) of his/her appropriate salary step for the number of designated days of employment between the last week or partial week of August of any year and June thirtieth (30^{th}) of any year.

8.2 Teachers shall have the option of salary payments prorated on the basis of twenty-one (21) checks or twenty-six (26) checks. Those teachers electing twenty-six (26) payments shall have the balance paid in a lump sum on the last day of school in June or in equal biweekly payments over the summer.

ARTICLE IX GRIEVANCE PROCEDURE

9.1 Definition: A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers based upon the interpretation, application, or violation of any of the provisions of this Agreement. An "aggrieved teacher" is the person or persons making the claim. All time limits specified in this Article IX shall mean school days, except under Section 9.9 of this Article.

9.2 Purpose: The parties acknowledge that it is more desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. Grievances that are not satisfactorily settled in an informal way, shall be reduced to writing (See Appendix E attached hereto) and referred to the following formal grievance procedure.

9.3 Right of Representation: A teacher covered by this Agreement shall, under this Article, have the right to have an Association representative present at any time subject to the teacher's requesting such representation.

9.4 Formal Procedure: The grievance shall state the specified alleged violation or condition with proper reference to the contract Agreement. Grievances must be initiated within six months of when the grievant knew or should have known of the action complained of. The Association will identify the class of affected employees in class action grievances.

Level A: Within three (3) days of receipt of a formal grievance, the Building Principal shall meet with the aggrieved teacher. Within two (2) days following any such meeting, the Principal shall give an answer in writing. If the grievance is not settled at this level, then it may be referred to Level B within five (5) days of the receipt of an answer given at this level.

Level B: Within five (5) days of a grievance being referred to this level, the Superintendent will meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give an answer within five (5) days of any such meeting. If the grievance is not settled at this level, then within five (5) days from receipt of the answer rendered at this level, the grievance may be referred to Level C, the School Board.

Level C: Within ten (10) days of a grievance being referred to this level, the Board will hold a hearing with the participants of Levels B and C and examine the facts of the grievance. The Board will thereafter, within ten (10) days of such hearing, give its answer. If the grievance is still not settled, the matter may be referred to arbitration as set forth in Level D of this procedure.

Level D: Except as otherwise provided in this Article IX, if the grievance remains unsettled then the matter may be referred by the Association to arbitration. If the matter is referred to arbitration, then the parties shall apply to the American Arbitration Association or other mutually agreed upon arbitration service to name an arbitrator under the rules and procedures of the service. The arbitrator's power and authority shall be limited to interpretation and application of the provisions of this Agreement and the arbitrator shall have no power or authority to add to, subtract from, alter, or modify any of the provisions of this Agreement, and finally, the arbitrator shall have no power or authority to order the reinstatement of any teacher who is dismissed or non-renewed by the School Board. The arbitrator shall thereafter submit a decision to both parties. The arbitrator's decision shall be binding on both parties. The parties agree to share equally in the compensation and expense of the arbitrator.

9.5 Time periods specified in this procedure may be extended by mutual agreement.

9.6 Upon selection and certification by the Association, the District shall recognize an Association Grievance Committee.

9.7 Grievance(s) of a general nature, or involving the Superintendent, may be submitted by the Association to Level B.

9.8 A grievance, in order to be considered further, must be forwarded to the next appropriate level within ten (10) days from receipt of the answer given at the preceding level.

9.9 In the event a grievance is filed on or after June first (1st), the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.

9.10 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level. Failure at any level of the procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

9.11 The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any personal grievance(s).

9.12 All documents relating to a grievance shall be filed separately from the teacher's personnel file. This provision shall not preclude the District from placing in the personnel file an appropriate notice of disciplinary action taken upon the conclusion of the grievance process.

9.13 The following matters are excluded from the arbitration provisions, but not from the grievance procedures, of this Agreement:

- A. Economics, which is the prerogative of the City Council, i.e., additional funds as set forth in Section 4.4 of this Agreement;
- B. Management prerogatives as set forth in this Agreement and as provided and interpreted under RSA 273;
- C. School Board Policy;
- D. Suspension, dismissal, and non-renewal of a teacher, which shall be accomplished solely under the appropriate RSA's;
- E. Section 5.14 of this Agreement (preferential consideration);
- F. Placement of teachers into categories for all co-curricular positions.

9.14 Matters which are grievable but not arbitrable under the provision of this Article IX may be referred only through Level C and in such matters the decision of the School Board shall be final and shall not be subject to the Grievance and Arbitration Provisions of the Agreement.

9.15 The Association may provide input with respect to proposals for the adoption or amendment of school policy.

ARTICLE X LEAVES OF ABSENCE

10.1 It is agreed that the use of leave days will be confined to legitimate purposes provided in this Article.

10.2 Sick leave shall be confined to the personal illness of a teacher, illness within the family, or medical appointments, excluding work-connected disability covered by New Hampshire Worker's Compensation Laws.

10.3 Teachers will begin each contract year with fifteen (15) days sick leave to be paid at their applicable salary rate up to a maximum of one hundred thirty-five (135) days. The immediate supervisor and/or the Superintendent may request medical evidence from the District's physician whenever they feel it necessary or appropriate. The District shall pay the cost of any such examination.

10.4 The District shall pay a teacher at a rate equal to one-one hundred eightieth (1/180th) of that teacher's annual base salary for up to thirty (30) accumulated sick days upon that teachers leaving the District after fifteen (15) years of district service.

10.5 Family Medical Leave Act: The SAU's policy is to provide FMLA benefits on a Fiscal year, July 1 to June 30, and it is required that the employee apply any accrued paid leave towards their FMLA leave.

10.6 Child care leave of up to one (1) year, for either natural or adoptive parents, shall be granted without pay to teachers upon written request for such leave. Notification of the intent to take such leave shall be made to the Superintendent at least sixty (60) days prior to the date to which the leave is to begin, except in cases of emergency. Childcare leave notification shall also include the expected termination date of such leave. At the conclusion of the leave, the teacher shall return to the same or similar position except if the position has been eliminated, in which case they would be dealt with under 7.12 of this Agreement.

10.7 Teachers shall be entitled to a maximum of three (3) paid personal leave days per year. Personal days are defined as conducting important affairs which cannot be accomplished at any other time, attending to sick relatives, important Holy Days. Personal days may be used without reason or the written approval from the district with twenty-four (24) hours notice to the building administrator. The teacher will notify the sub line of the absence. These days may only be taken the day before or after a school vacation (summer, Thanksgiving, December, February or April) with the prior approval of the Superintendent and the general nature of the issue requiring the day (e.g. legal purposes). Prior approval will be waived in the case of an emergency but approval must be granted by the Superintendent once the teacher returns to work in order for the teacher to be paid. In the event such requests are denied, a reason shall be provided. The Superintendent at his discretion may grant additional days with or without pay and such action by the Superintendent shall not be subject to grievance procedures of this agreement.

10.8 An employee who is absent due to a work-connected illness or accident (Worker's Compensation) may receive the net difference between Worker's Compensation payments and the employee's full pay at the employee's applicable salary rate and such payment by the District shall continue until any such employee has used all of the employee's respective accumulated sick leave. Thereafter, the employee shall continue to receive only those monies paid to the employee under the provision of the Worker's Compensation Laws of the State of New Hampshire. Amounts paid by the District under the provisions of this Section 10.8 shall be subject to usual and customary payroll deductions (taxes, et cetera). In no event shall any teacher receive monies in excess of the regular net earnings to which the teacher was entitled prior to any such Worker's Compensation claim.

10.9 Military leave of absence shall be granted by the District in accordance with State and Federal statutes.

10.10 An employee called as a juror will be paid the difference between the fee such employee receives for such service and the amount of earnings lost by such employee by reason of such service, based on the employee's regular daily rate. Satisfactory evidence (court issued pay stub) must be submitted to the employee's immediate supervisor. If an employee is asked to prepare written lesson plans beyond the normal three-day period, said employee shall be allowed to keep the daily juror pay.

10.11 An employee called to serve not more than a fourteen (14) days annual training tour of duty with National Guard or Armed Forces Reserves will be paid the difference between the employee's pay such government service and the amount of earnings lost by such employee for reason of such service based on the employee's regular daily rate.

10.12 Teachers shall be entitled to a maximum of three (3) days for attendance at funerals of members of the immediate family or a close personal friend. Immediate family, as used in this Section 10.12 shall mean mother, father, sister, brother, spouse, children and grandparent of the employee, and the same relatives of the employee's spouse. In extenuating circumstances, the District may grant additional leave under this Section 10.12 as set forth in Section 10.14 of this Article.

10.13 Sabbatical Leave - Sabbatical leaves for study and/or educational enrichment shall be granted to teachers by the District subject to the following conditions:

- A. The teacher must have completed six (6) consecutive years of service in the District; and
- B. The teacher must notify the Superintendent of Schools in writing for a request for sabbatical leave before March 1 for leave that will occur during the next school year; and
- C. The decision to grant the sabbatical leave shall be the exclusive prerogative of the School District; and
- D. At the discretion of the School District, a teacher may be reimbursed for one-half (1/2) salary and retain benefits for up to one full year or reimbursement for full salary and retain benefits for up to one-half (1/2) year subject to the condition that a teacher so compensated at the discretion of the District, shall promise to teach in the District for at least two (2) years following his/her return from sabbatical leave; and
- E. The School District shall notify any applicant of its decision with respect to sabbatical leave on or before April 1, following the application for leave; and
- F. The District reserves the right to limit the number of leaves granted to eligible teachers in any one year and the right to review and either grant or deny any such sabbatical leave request either with or without salary and benefits; and
- G. If a teacher on compensated sabbatical leave is unable or 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 to the system an amount equal to compensation, part salary and benefits, received during the sabbatical leave; and
- 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; and
- I. Upon return from leave, the teacher on sabbatical leave will be entitled to the same position, if the position still exists within the system; and
- J. Decisions of the District under this Article are not subject to the grievance and arbitration process of Article 9 of this contract.

10.14 Leaves for any and all other reason(s), paid or not paid, shall be granted at the discretion of the District or its designee.

ARTICLE XI
INSURANCE

11.1 The District agrees to maintain in effect an insurance plan for all employees so long as they remain on the Laconia School District payroll. A summary of the benefits to be provided under said plan is set forth in Appendix B hereto.

11.2 The District will not itself pay the insurance benefits referred to in Section 11.1, but will obtain policies or contracts from insurance companies which will administer said benefits.

ARTICLE XII
MISCELLANEOUS PROVISIONS

12.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

12.2 The District and the Association agree that there shall be no discrimination in their educational programs, activities, or employment practices. All practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers, or in the application or administration of this Agreement on the basis of race, color, religion, national origin, age, gender, handicap, disability, sexual orientation, marital status, pregnancy, and membership or activity in the Association.

12.3 Copies of this Agreement shall be printed at the expense of the District within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the District.

12.4 Any individual contract (see Appendix C attached hereto) between the District and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, it shall be considered invalid and this Agreement, during its duration, shall be controlling.

12.5 No teacher will be disciplined, reprimanded, or suspended except for just cause. For purposes of this Agreement, discipline shall not include issues of dismissal, or non-renewal, which fall under the appropriate RSA's.

12.6 After-school workshops shall be limited to eight (8) hours per year.

12.7 Special Education Teachers and non-teaching specialists in the areas of guidance, speech, occupational therapy, and psychology may be assigned case manager responsibility for up to eight (8) students. All other professional staff members may be assigned case manager responsibility for up to three (3) students. It shall be the objective of the District to provide equity in the assignment of case managership from year to year.

12.8 Early Retirement Minimum Experience Required: Employees with at least fifteen (15) years of service in Laconia who are at least fifty-five (55) years of age and who are eligible for early or normal retirement under the New Hampshire Retirement System shall be eligible for the following retirement incentive program.

A. Notice of Intent: Notice of one's intent to retire under this plan must be submitted in writing to the Superintendent of Schools no later than September 1, on the year prior to the last full year of full time employment. Exceptions to this time notification requirement may be made at the discretion of the District or its designee.

B. Formula for Implementation: The incentive payment shall be determined by the following:

<u>Age</u>	<u>Percentage of Last Salary</u>
55+	20% (yr. prior) *; 40% (last yr.)*

*Of that year's salary

C. Notice of retirement will be considered a commitment on the part of the employee and unless a significant change occurs on the part of the employee, it cannot be retracted without School District authorization and repayment of all costs incurred by the District. A significant change will be dealt with on a case-by-case basis by the Superintendent without he/she being arbitrary or capricious to the affected individual.

The individual may chose to accept a single sum payment(s) to be made (so that it can be included in the calculation of individual's retirement) following the date of retirement or may choose to accept the principal in an equal number of installments to be established by dividing the principal amount by the number of years remaining between the early retirement age selected and age 65.

D. Definitions:

Age: Actual age in years as of September 1, of the calendar year in which the employee retires. Years of credit based on number of contracts executed for active teaching.

Last salary: Shall mean the amount earned in the last full school year of Laconia employment. This is the annual salary as defined under New Hampshire State Teacher's Retirement System. (Appendix A.3 deleted)

Year Prior: The year prior to the school year in which retirement is planned.

Annual Salary: Means the amount paid for services specified in the contract, which involve a teaching, administrative, or supervisory function. It does not include amount paid for extra duty assignments, unused sick leave, unused vacation, terminal pay, or longevity.

Maximum last salary: When utilizing the Formula for Implementation, it shall not exceed the respective degree column and step of the teacher's salary schedule.

E. Insurance Benefits: Each employee shall be eligible to receive single person health insurance benefits as stated in Appendix B. 1. Said insurance will be provided at the employer's expense. (Retirees will be eligible for single person coverage. Two person or family plans may be purchased at the retiree's expense.)

F. Teachers shall not be eligible for longevity benefits described in Section 3 of Appendix A.2 if they choose early retirement under 12.8 of this Agreement.

G. Benefits provided under this Section shall not be paid to the estate of that teacher nor to the spouse of a surviving spouse of that deceased teacher.

H. The limit on the number of people eligible to retire in any single year is five (5). In the event that more than the specified number apply in any single year, the plan shall be limited to the most senior applicants. The District shall determine seniority by years of service in the Laconia School District, then by the date of signing of the contract by the employee. The District may, at its discretion, approve additional applications for the plan.

12.9 Significant curriculum work done outside the teacher's day shall be compensated at a rate of 1/180 of the base salary (Step 1) for a 6.5-hour workday. For the purposes of this Section, the Term Significant Curriculum Work is defined as writing or developing new comprehensive curriculum guides and/or any curriculum work not done during faculty meetings as described in Article 7.5 of this Agreement. Normal revision of curricula exceeding 8 hours per year shall be compensated for at the agreed upon rate.

12.10 The District shall have as its objective equity in the placement of students with IEP Programs in all classrooms of a particular grade level. It is recognized by both parties that for educational reasons and/or practical reasons equity, in some cases, may be unattainable.

ARTICLE XIII NOTICE UNDER AGREEMENT

13.1 Whenever written notice to the District is provided for in this Agreement, such notice shall be addressed to the Laconia School Board Chairperson, 39 Harvard Street School, Laconia, NH 03246.

13.2 Whenever written notice to the Laconia Education Association is provided for in this Agreement, such notice shall be addressed to the Laconia Education Association, c/o the President, Box 502, Laconia, NH 03247.

13.3 Either party by written notice may change the address at which future written notices to it shall be given.

ARTICLE XIV STRIKES AND SANCTIONS

14.1 The Association and the District subscribe to the principle that differences shall be resolved without interruption of the school program. The Association, therefore, agrees that it will not sponsor or support any strike, sanction, or work stoppage, nor will the Association sponsor or support any other concerted refusal to perform work by the employees covered by this Agreement nor will the Association sponsor or support any instigation thereof, during the life of this Agreement, nor shall the District engage in any form of lockout against teachers.

ARTICLE XV
FINAL RESOLUTION

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

ARTICLE XVI
DURATION OF AGREEMENT

16.1 This Agreement shall continue in full force and effect until twelve o'clock midnight June Thirtieth (30), 2010, and from year to year thereafter, unless written notice of desire to terminate or modify this Agreement is given by either party to the other by registered or certified mail on or before October fifteenth (15th) of any year.

16.2 This Agreement may be extended from time-to-time beyond its expiration date by written mutual agreement of the representatives of the Laconia School District and the Laconia Education Association.

APPENDIX A.1
LACONIA SCHOOL DISTRICT COMPENSATION
2007-2010

All employees covered by this Agreement will be compensated by the District during the term of this Agreement in accordance with Appendix A.1 to A.4, attached hereto.

1. Newly hired employees with experience will be placed at the same salary level as all other employees currently employed in the Laconia School System who have the same experience and academic achievement. See Conversion Chart Appendix A.1.1.
2. The Superintendent shall continue to have the right to withhold for just cause all or part of any salary increase to which any employee covered by this Agreement may be entitled hereunder.
3. It is understood by the parties that should they fail to agree on a successor contract prior to the opening of school in September 2010, the School District shall be under no obligation to pay an employee at any rate or step other than that rate and step paid to that employee during the previous school year.

**APPENDIX A.1 (cont.)
SALARY SCHEDULES**

FISCAL YEAR 07-08					
STEP	BA	BA+15	MA	MA+15	MA+30
1	32,015	33,015	34,015	35,515	36,915
2	32,765	33,765	34,765	36,265	37,765
3	33,265	34,265	35,265	36,765	38,265
4	33,865	34,877	35,938	37,438	38,838
5	34,415	35,574	36,657	38,157	39,557
6	34,965	36,286	37,390	38,890	40,290
7	35,365	36,811	37,737	39,237	40,637
8	36,515	37,515	40,265	41,765	43,265
9	38,265	39,265	41,765	43,265	44,765
10	39,765	40,765	43,715	45,215	46,715
11	41,575	42,575	45,900	47,400	48,900
12	43,250	44,250	47,600	49,100	50,600
13	46,000	47,000	50,350	51,850	53,350
14	49,600	50,600	54,600	56,100	57,600
15	52,250	53,300	58,700	60,250	62,300

FISCAL YEAR 08-09					
STEP	BA	BA+15	MA	MA+15	MA+30
1	32,750	33,715	34,715	36,215	37,615
2	33,500	34,500	35,534	37,035	38,503
3	34,200	35,200	36,200	37,872	39,413
4	35,000	36,000	37,000	38,100	40,345
5	35,700	36,700	37,700	39,038	41,298
6	36,500	37,500	38,500	39,757	42,275
7	37,200	38,200	39,200	40,490	43,275
8	37,900	38,900	40,765	42,365	44,300
9	38,900	39,900	42,265	43,865	45,365
10	40,400	41,400	44,215	45,815	47,315
11	42,075	43,075	46,400	47,900	49,400
12	43,750	44,750	48,050	49,600	51,200
13	46,500	47,500	50,850	52,350	53,950
14	50,100	51,100	55,100	56,600	58,200
15	54,000	55,050	60,450	62,000	64,050

FISCAL YEAR 09-10					
STEP	BA	BA+15	MA	MA+15	MA+30
1	33,815	34,815	35,815	37,315	38,715
2	34,600	35,600	36,634	38,134	39,603
3	35,300	36,300	37,300	38,972	40,513
4	36,100	37,100	38,100	39,200	41,445
5	36,800	37,800	38,800	40,138	42,398
6	37,600	38,600	39,600	40,857	43,375
7	38,300	39,300	40,300	41,590	44,375
8	39,100	40,100	41,965	43,465	45,400
9	40,100	41,100	43,465	44,965	46,465
10	41,500	42,500	45,315	46,915	48,415
11	43,275	44,275	47,600	49,100	50,600
12	44,850	45,850	49,200	50,700	52,200
13	47,600	48,600	51,950	53,450	55,000
14	51,300	52,300	56,300	57,800	59,300
15	55,650	56,700	62,100	63,650	65,700

**APPENDIX A.1.1
CONVERSION CHART FOR NEW HIRES**

YEARS OF EXPERIENCE	2006-07 STEP	2007-08 STEP	2008-09 STEP
0	1	1	1
1	2	2	2
2	3	3	3
3	4	4	4
4	5	5	5
5	6	6	6
6	7	7	7
7	8	8	8
8	9	9	9
9	10	10	10
10	11	11	11
11	12	12	12
12	12	13	13
13	13	13	14
14	13	14	14
15	13	14	MAX
16	13	14	MAX
17	13	14	MAX
18	13	14	MAX
19	14	14	MAX
20	14	MAX	MAX
21	MAX	MAX	MAX

**APPENDIX A.2
LACONIA SCHOOL DISTRICT
LONGEVITY SCHEDULE**

YEAR EMPLOYED	FY 07-08	FY 08-09	FY 09-10
1980	50X27	50X28	50X29
1979	50X28	50X29	50X30
1978	50X29	50X30	50X31
1977	50X30	50X31	50X32
1976	50X31	50X32	50X33
1975	50X32	50X33	50X34
1974	50X33	50X34	50X35
1973	50X34	50X35	50X36
1972	50X35	50X36	50X37
1971	50X36	50X37	50X38
1970	50X37	50X38	50X39
1969	50X38	50X39	50X40
1968	50X39	50X40	50X41

A.2-2 Bargaining unit members hired after 1980-1981 school year will no longer be eligible for longevity benefits. Those members hired 1980-1981 school year and earlier, shall be entitled to longevity benefits in accord with the present benefit schedule.

A.2-3 Employees who have been employed as a teacher in the Laconia School District for a period of at least fifteen (15) years and do not take early retirement shall be eligible upon retirement from the Laconia School System to a onetime lump sum payment per year for each year of service with the District of \$225.

**APPENDIX A.3
LACONIA SCHOOL DISTRICT
CO-CURRICULAR, DEPARTMENT HEADS,
AND INTERSCHOLASTIC BASE SALARIES**

Language Interscholastic:

1. The junior varsity and middle school coaching bases are 60% and 40% of the varsity base, respectively.
2. The first football assistant and Nordic skiing positions are 65% of the varsity base.
3. For football, the third assistant is 45%, fourth assistant is 40%, the middle school head is 40%, and the middle school assistant is 35% of the first assistant's base.
4. Percent of Experience Transferred:
 - a. The junior varsity years of experience toward the same varsity sport position will be 60% of the junior varsity experience.
 - b. The middle school years of experience toward the same varsity sport position will be 40% of the middle school experience.
 - c. The middle school years of experience toward the same junior varsity sport position will be 50% of the middle school experience.
 - d. The varsity years of experience toward the same junior varsity or middle school sport position will be 50% of the middle school experience.
 - e. A new coach hired will be credited with 50% of out of Laconia School District years experience only in the same sport and position level.

Language, Co-Curricular, Department Heads and Interscholastic:

1. All stipends or salaries will be paid according to Appendix A.3 (Staff hired before 1999-2000 contract shall continue to be paid prior stipend if it is greater than that shown in Appendix A.3).
2. All base salaries, of co-curricular, department heads, and interscholastic coaches will increase at the same percentage rate of the total negotiated teachers' salary package per year.
3. A contract for a co-curricular, department head, curriculum coordinator, and/or interscholastic position may be divided between two or more people who agree to share responsibilities.

**APPENDIX A.3 (cont.)
LACONIA SCHOOL DISTRICT
CO-CURRICULAR, DEPARTMENT HEADS,
AND INTERSCHOLASTIC BASE SALARIES**

ACTIVITY	07/08	08/09	09/10
Category #1: Base Plus \$20 per year Experience up to a maximum of \$200			
Drama, Fall, LHS	1,463	1,538	1,611
Drama, Spring, LHS	1,463	1,538	1,611
Drama, Winter, LHS	1,463	1,538	1,611
ASTRA	1,463	1,538	1,611
Math Team, LHS	1,463	1,538	1,611
Key Club	1,463	1,538	1,611
Senior Club Advisor (1)	1,463	1,538	1,611
Student Council, LHS	1,463	1,538	1,611
Yearbook, MMS	1,463	1,538	1,611
Student Council, MMS	1,463	1,538	1,611
Interact Service Club	1,463	1,538	1,611
Category #2: Base Plus \$20 per year Experience up to a maximum of \$200			
Junior Class Advisor	1,031	1,084	1,136
Drama Fall, MMS	1,031	1,084	1,136
Drama, Spring, MMS	1,031	1,084	1,136
7 th & 8 th Grade Mathalon	1,031	1,084	1,136
Category #3: Base Plus \$20 per year Experience up to a maximum of \$200			
Sophomore Class Advisor	861	905	948
Literary Magazine/Creative Writing	861	905	948
Category #4: Base Plus \$20 per year Experience up to a maximum of \$200			
National Honor Society	688	723	757
Freshman Class Advisor	688	723	757
Computer Club, MMS	688	723	757
Newspaper, MMS	688	723	757
MMS Junior National Honor Society	688	723	757
Category #5: Base Plus \$20 per year Experience up to a maximum of \$200			
Art Club, LHS	517	543	569
6th Grade Mathalon, MMS	517	543	569
LHS Graduation Advisor	517	543	569
Color Guard Advisor	517	543	569
Marching Percussion	517	543	569
French Club	517	543	569
Spanish Club	517	543	569
Category #6: Base Plus \$20 per year Experience up to a maximum of \$200			
MMS School Store (not budgeted)	428	450	471

**APPENDIX A.3 (cont.)
LACONIA SCHOOL DISTRICT
CO-CURRICULAR, DEPARTMENT HEADS,
AND INTERSCHOLASTIC BASE SALARIES**

ACTIVITY	07/08	08/09	09/10
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Vocational: Base Plus \$20 per year Experience up to a maximum of \$200

HOSA Advisor	1,031	1,084	1,136
FCCLA Advisor	1,031	1,084	1,136
FBLA Advisor	1,031	1,084	1,136
VICA Plumbing/Heating Advisor	343	361	378
VICA Automotive Advisor	688	723	757
ASCA – Food Service	688	723	757
Home Builders Advisor	688	723	757

In the future if the Laconia School District funds activities at the elementary school level, the first consideration for funding will be given to those activities that have been lost in the past.

ACTIVITY	07/08	08/09	09/10
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Department Heads:

Category #1: Base Plus \$50 per year Experience up to a maximum of \$500

English	4,303	4,523	4,738
Mathematics	4,303	4,523	4,738
Social Studies	4,303	4,523	4,738
Science	4,303	4,523	4,738
Curriculum Integration	4,303	4,523	4,738

Category #2: Base Plus \$50 per year Experience up to a maximum of \$500

Modern Language	3,010	3,164	3,315
Physical Education/Health/Home Economics	3,010	3,164	3,315
Guidance	3,010	3,164	3,315
Library	3,010	3,164	3,315
Business/Industrial Arts	3,010	3,164	3,315
Art	3,010	3,164	3,315
Music	3,010	3,164	3,315
ESOL	3,010	3,164	3,315

Middle School Coordinators

Category #3: Base Plus \$50 per year Experience up to a maximum of \$500

Language Arts	3,010	3,164	3,315
Mathematics	3,010	3,164	3,315
Social Studies	3,010	3,164	3,315
Science	3,010	3,164	3,315
Reading	3,010	3,164	3,315
One additional	3,010	3,164	3,315

Band Director	2,580	2,712	2,841
Student Activities Treasure, LHS	1,718	1,806	1,892
Student Activities Treasurer, MMS	1,642	1,726	1,808
Music Accompanist (per hour)	22.82	23.99	25.13
Music Accompanist (per performance)	30.43	31.99	33.51

**APPENDIX A.3 (cont.)
LACONIA SCHOOL DISTRICT
CO-CURRICULAR, DEPARTMENT HEADS,
AND INTERSCHOLASTIC BASE SALARIES**

ACTIVITY	07/08	08/09	09/10
Head Football	6,150	6,465	6,773
1st Assistant	3,997	4,202	4,402
2nd Assistant JV	3,690	3,879	4,064
3rd Assistant	1,800	1,892	1,982
4th Assistant	1,601	1,683	1,763
MMS Head Football	1,601	1,683	1,763
MMS Assistant	1,398	1,470	1,540
Varsity Field Hockey	3,439	3,615	3,787
JV Field Hockey	2,064	2,170	2,273
MMS Field Hockey	1,376	1,446	1,515
MMS Field Hockey B Team	1,031	1,084	1,136
Golf	1,117	1,174	1,230
Varsity Volleyball	2,836	2,981	3,123
JV Volleyball	1,703	1,790	1,875
MMS Volleyball	1,135	1,193	1,250
MMS Volleyball "B"	851	895	938
Varsity Boys Soccer	3,439	3,615	3,787
JV Boys Soccer	2,064	2,170	2,273
MMS Boys Soccer	1,376	1,446	1,515
MMS Girls Soccer	1,376	1,446	1,515
Cheerleading	1,890	1,987	2,082
JV Cheerleading	1,135	1,193	1,250
MMS Cheerleading	756	795	833
Boys Varsity Basketball	3,611	3,796	3,977
Boys JV Basketball	2,166	2,277	2,385
Boys MMS Basketball	1,444	1,518	1,590
Boys MMS Basketball "B"	1,083	1,138	1,192
Girls Varsity Basketball	3,611	3,796	3,977
Girls JV Basketball	2,166	2,277	2,385
Girls MMS Basketball	1,444	1,518	1,590
Girls MMS Basketball "B"	1,083	1,138	1,192
Alpine Skiing	2,148	2,258	2,365
Nordic Skiing (Assistant)	1,288	1,354	1,418
Varsity Baseball	3,439	3,615	3,787
JV Baseball	1,856	1,951	2,044
MMS baseball	1,238	1,301	1,363
Varsity Softball	3,439	3,615	3,787
JV Softball	1,856	1,951	2,044
MMS Softball	1,238	1,301	1,363
Varsity Girls Track*	2,410	2,533	2,654
Varsity Boys Track*	2,410	2,533	2,654
Assistant Track (B/G)	1,444	1,518	1,590
MMS Girls Track	964	1,013	1,061
MMS Boys Track	964	1,013	1,061
Cross Country	1,977	2,078	2,177
MMS Cross Country	792	833	873
Boys Tennis	1,590	1,671	1,751
Girls Tennis	1,590	1,671	1,751

**APPENDIX A.3 (cont.)
 LACONIA SCHOOL DISTRICT
 CO-CURRICULAR, DEPARTMENT HEADS,
 AND INTERSCHOLASTIC BASE SALARIES**

ACTIVITY	07/08	08/09	09/10
Soccer Girls	3,096	3,255	3,410
JV Girls Soccer	1,856	1,951	2,044
Ice Hockey	3,096	3,255	3,410
Assist Ice Hockey	1,856	1,951	2,044
Lacrosse Boys	3,096	3,255	3,410
JV Boys Lacrosse	1,856	1,951	2,044
Lacrosse Girls	3,096	3,255	3,410
JV Girls Lacrosse	1,856	1,951	2,044

*For a stipend of \$200 either coach may elect to be the track coordinator for the season (no experience factor)

**APPENDIX B. 1
INSURANCE**

1. The District shall provide Blue Cross/Blue Shield Comp 100, MC health insurance, with a \$3/7 prescription drug mail-in benefit, or equivalent (Comp 100 defined as of July 1, 2002) for all employees and their dependents. In addition, the District will provide the "million dollar major medical" rider.

The cost of health insurance will be shared between the Employee and the District as follows:

After June 30, 2007, the Employee shall pay 5% of the total premium and the District shall pay 95%. The Employee share to be payroll deducted over twenty (20) paychecks.

After June 30, 2008, the Employee shall pay 7.5% of the total premium and the District shall pay 92.5%. The Employee share to be payroll deducted over twenty (20) paychecks.

After June 30, 2009, the Employee shall pay 10% of the total premium and the District shall pay 90%. The Employee share to be payroll deducted over twenty (20) paychecks.

2. Teachers may select single, two (2) person, or family coverage.
3. In order to be eligible for benefits or contributions set forth herein, an employee must enroll as a member of one of the selections under provisions of B.2 .
4. The parties acknowledge at this time that the District provides, under the current Master Contract, to Association members Blue Cross/Blue Shield insurance coverage, hereinafter medical insurance. The parties agree to continue Blue Cross/Blue Shield medical insurance. Nevertheless, the Association acknowledges that it is in the interest of the District, which represents the citizens of Laconia, to obtain, if available, equivalent medical insurance for Association members at the least possible cost. To this end the Association agrees that the District shall have the right to change medical insurance on the express condition that any new medical insurance coverage provided by any substitute insurance provider shall provide equivalent or broader medical insurance coverage as to all material elements that are provided than is presently provided by Blue Cross/Blue Shield.

Furthermore, the District shall offer alternatives to Comp 100 in the form of a Point of Service (POS) Plan BC3T10-R\$3/15M\$3/7 and a Health Maintenance (HMO) Plan MTB5-R\$3/15M\$3/7. These Plans may be selected at the employee's option. The cost of the Point of Service Plan shall be shared at the same percentages as Comp 100, as stated in Appendix B.1.1. The cost of the Health Maintenance Plan shall be at no cost to the employee for one-person, two-person or family coverage providing that the cost does not exceed the employer cost of 95% of the POS Plan in Year 1; 92.5% in Year 2; and 90% in Year 3.

If the HMO Plan exceeds these amounts, the employee is responsible to pay the difference between the HMO Plan and the District's fixed percentage of the POS Plan.

5. The parties agree that if another City of Laconia Bargaining Unit is granted Dental Insurance as a benefit during the duration of this Agreement, Dental Insurance shall be open to negotiations by the parties at that time.

- 6.1 Members of the bargaining unit who do not participate in the health insurance program shall receive two thousand dollars (\$2,000), which is taxable income, and will be paid in twenty (20) equal payments of one hundred dollars (\$100) each, beginning with the first pay period in September.
- 6.2 The health insurance buy back will be pro-rated for:
 - A. Part time employees hired after December 1st, 1993; and
 - B. Employees opting for the buy-out for less than the full benefit year, in accordance with the health insurance carrier's provisions; and
 - C. New employees hired for less than a full contract.
- 6.3 Members of the bargaining unit participating in this provision may re-enter the program provided a qualifying event specified by the health insurance carrier is satisfied. Re-entry for any reason other than a qualifying event specified by the insurance carrier can only take place in July.

**APPENDIX B.2
HEALTH INSURANCE WAIVER**

Name: _____ Date: _____

Statement:

I wish to forfeit the health insurance benefit for the Laconia School District teachers, and opt for 20 equal payments of \$100 for a total of \$2,000.

I understand that this \$2,000 is taxable income.

Further, I understand that reinstatement of the health insurance benefit will require that a qualifying event specified by the health insurance carrier is satisfied. Re-entry for any reason other than a qualifying event specified by the insurance carrier can only take place in July.

(Signature)

(Date)

This form must be received by Laconia School District Business Administrator, no later than September 15.

APPENDIX C
OFFICE OF THE
LACONIA SCHOOL BOARD
TEACHERS CONTRACT
FISCAL YEAR

ARTICLE OF AGREEMENT made to this _____ day of _____, _____ by and between the Laconia School Board of Laconia and _____, party of the second part, witnesseth:

1. That the party of the first part agrees to and does hereby employ said party of the second part to teach for a school year not to exceed one hundred eighty-six (186) school days inclusive of the time spent in service of the District as set forth in Section 7.2 of Article VII of the Master Agreement, beginning the last week or partial week of August at an annual salary of \$ _____ payable in biweekly installments. (Installments desired - circle one: 21, 26, or 20+1)
2. Said party of the second part declares that it holds a New Hampshire certificate, license or permit to teach from the Commissioner of Education, and agrees to conform to and carry out all lawful regulations which may be prescribed relative to the conduct of the school.
3. It is mutually agreed:
 - A. That party of the first part may, without liability to itself or the District, terminate this contract in accordance with the New Hampshire statutes governing suspension, dismissal or non-renewal;
 - B. That, except as given in (A), this contract may not be terminated at any time prior to its expiration without the consent of both parties, and any request for its termination, except for urgent personal need, shall be by written notice of at least four (4) weeks.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LACONIA SCHOOL BOARD

BY: _____
Superintendent of Schools

Date

BY: _____
Teacher

Date

**APPENDIX D
LACONIA SCHOOL DISTRICT
DUES DEDUCTION AUTHORIZATION FORM**

NAME _____ SCHOOL: PSS, ESS, WHS, MMS, LHS
(Please Print)

"I hereby authorize the Laconia School District to withhold from my salary the sum of
\$ _____ for membership dues as follows:

For membership in the Laconia Education Association, the sum of \$ _____ per year;

For membership in the NEA-New Hampshire, the sum of \$ _____ per year;

For membership in the National Education Association, the sum of \$ _____ per year

For my contribution to NHEPAC, the sum of \$ _____ per year.

For my contribution to NEAPAC, the sum of \$ _____ per year.

The sums thus to be deducted over twenty pay periods are hereby assigned by me to the Laconia Education Association and are to be remitted by the Laconia School District to the Treasurer of the Association and having done so, the District shall be held harmless from any claim(s) in connection with the provisions of this Appendix D.

It is further agreed that the District assumes no financial liability except to forward on a monthly basis (by the 15th of each month) those funds which have been properly authorized and deducted the last day of the preceding month.

This authorization and assignment shall continue in full force and effect until revoked by me. Such revocation shall be effected by written notice to the School District and the Association giving thirty (30) days notice prior to the end of the current school year of my desire to revoke same."

Signature

Date

APPENDIX E

GRIEVANCE REPORT FORM

Laconia School District

Grievance Number: _____

To: _____

Complete in triplicate with copies to:

1. Principal
2. Superintendent
3. Association

School: _____

Name of Grievant: _____

Date Filed: _____

LEVEL A

Date of Grievance: _____

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

2. Relief Sought:

(Signature)

(Date)

Response given by Principal:

(Signature)

(Date)

Position of Grievant:

(Signature)

(Date)

Level B

Date Received by Superintendent: _____

Response of the Superintendent:

(Signature)

(Date)

Position of Grievant:

(Signature)

(Date)

LEVEL C

Date Received by the Board: _____

Response of the Board:

(Signature)

(Date)

Position of Grievant:

(Signature)

(Date)

LEVEL D

Date submitted to Binding Arbitration: _____

Disposition by Arbitrator:

(Signature)

(Date)

**APPENDIX F
SIGNATURES**

In Witness Whereof, the parties have executed this Agreement on this _____ day of _____
_____, 2007, as of the date and year first written above.

Laconia School District

Laconia Education Association

_____, Chairperson

_____, President