PROFESSIONAL AGREEMENT

BETWEEN

THE LEBANON EDUCATION ASSOCIATION

AND

THE LEBANON SCHOOL BOARD

AGREEMENT

EFFECTIVE DATES

JULY 1, 2022 TO JUNE 30, 2025

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LEBANON SCHOOL DISTRICT PROFESSIONAL AGREEMENT

PREAMBLE

The School Board of the City of Lebanon (the "Board") and the Lebanon Education Association/NEA-New Hampshire (the "Association"), make and enter into this AGREEMENT on this _____ day of April, 2022 by and between the Board and the Association.

Pursuant to NH RSA 273-A, the Board has the authority to reach mutually satisfactory agreement with the Association as a representative of the teachers of the District included in the unit as set forth in Article I.

RECOGNITION

For the purpose of negotiating terms and conditions of employment as defined in NH RSA 273-A, the Association is hereby recognized as the exclusive representative for the following employees of the Lebanon School District: all teachers (including part-time), guidance personnel, librarians, nurses, school psychologists, student assistance provider, and speech pathologists. It is agreed that said recognition is valid unless certification is lost under provisions of NH RSA 273-A. The Association agrees to represent equally all personnel covered by this Agreement without regard to membership in the Association.

The following employees will not, for the purpose of negotiation, be included as members of the Association: the Superintendent, Assistant Superintendents, Principals, Assistant Principals, Directors, Business Administrators, Technology Coordinator, temporary help, substitute teachers, secretarial or clerical personnel, paraprofessional personnel, food services and maintenance employees. Further additions to the Association's eligible membership list, other than those stated above, will be defined and mutually agreed upon for inclusion during negotiations of the "Professional Agreement."

During the term of this Agreement, the Board agrees not to negotiate with any group other than the Association with regard to any matter subject to negotiations as long as the Association is recognized by the Public Employee Labor Relations Board. However, this shall not prevent the Board from communicating or consulting with any individual member of the bargaining unit or group of members of the bargaining unit for any purpose the Board shall deem desirable in the discharge of its responsibilities, nor shall it preclude any teacher from appearing before the Board in his/her own behalf on matters relating to his/her employment by the Board, providing that it is not in contravention of any article in this Agreement.

ARTICLE 2. ASSOCIATION RIGHTS

- 2.1 The Board agrees that the individual teacher shall have full freedom of association, self-organization, and the designation of representative of his/her own choosing to negotiate the terms and conditions of his/her employment and that he/she shall be free from interference, restraint, or coercion by the Board or its agents in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.
- 2.2 The Association, its representatives and their affiliates shall be permitted to transact Association business on school property provided that this shall not disrupt normal school operation. Requests to use any school building for full membership meetings must be scheduled through the District's online scheduling program.
- 2.3 The Association, in cooperation with the building principal or Superintendent, shall be given sufficient time on the agenda of the orientation program for new teachers to explain Association activities.
- **2.4** The Association shall be given an opportunity at faculty meetings to present announcements to members relevant to Association matters. Association announcements shall be a standing agenda item for faculty meetings.
- 2.5 The Association and its representatives shall have the right to post notices of activities and matters of Association concern on the faculty bulletin boards. The Association may use faculty mailboxes and the district e-mail system, subject to the School District's Acceptable Use Policy, for communications to members of the bargaining unit.
- 2.6 The Association may hold one meeting per month in each school building, providing that it commence no earlier than fifteen (15) minutes after the completion of the student day and does not interfere with the teacher work day or scheduled meetings.
- 2.7 The Association shall be entitled to a total of five (5) days of leave per year for its officers or designee to participate in Association business.
- 2.8 The Administration shall seek the input of the Association in setting the school year calendar annually, though the Administration retains the ultimate discretion and authority to set the school year calendar.
- 2.9 The School Administrative Unit office will, upon request, provide the Association President with a bargaining unit list with the following information: name, date of hire, step and track placement, % FTE, and position. Upon request, the Association shall be provided with a reasonable opportunity to meet with District administration to review documentation and information related to step and track placement.

ARTICLE 3. NEGOTIATIONS PROCEDURE

- 3.1 Negotiations procedure will be consistent with NH RSA 273-A.
- 3.2 On or before October 1 prior to the expiration of this Agreement, either party may submit to the other written notice of its intent to negotiate a successor agreement concerning salaries, fringe benefits, and terms and conditions of employment.
- 3.3 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 Lebanon School District in the public domain. The Board shall make available to the President of the Association or his/her designee all notices, minutes, agenda, schedules, *etc.* and such other information as to assist the Association in developing constructive proposals and programs on the behalf of the teachers and their students. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
 - 3.4 Any agreement reached shall be reduced to writing and signed by the Board and the Association.
- 3.5 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 4. VOLUNTARY DEDUCTIONS

- 4.1 The Board agrees to deduct from the salaries of its teachers dues for membership in the Lebanon Education Association, the New Hampshire Education Association, and the National Education Association as said teachers voluntarily authorize the Board to deduct and to transmit the monies to the Lebanon Education Association within five (5) days of the last paycheck each month, starting in November. Teachers who elect to have dues deducted may authorize these deductions by completing the appropriate form on or before November 1st. Those who choose continuing deductions shall be required to submit the appropriate form and the District shall place the form on file. Teachers who subsequently withdraw that authorization shall have no additional dues deducted from their pay effective as of the date of the withdrawal.
- 4.2 The Board agrees to deduct from the salaries of its teachers such sums as the teacher designates to be paid to tax-sheltered retirement plans, local banks and credit unions in direct deposit. Said direct deposits shall be made within five (5) days of each paycheck or in the case of tax-sheltered retirement plans, within five (5) days of the order to pay from the remitting agent.

ARTICLE 5. PRINTING AND DISTRIBUTION

- 5.1 This Agreement shall be made available to teachers in a searchable electronic format.
- 5.2 The Association will receive one (1) copy on electronic media.

ARTICLE 6. SALARY SCHEDULE

- 6.1 Salaries shall be paid in accordance with the provisions of the salary schedule contained in Appendix A. 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 advance one (1) step on the appropriate salary track the following year. If a teacher does not successfully complete a Corrective Action Plan, he/she shall not automatically advance on the salary schedule for the next year.
- 6.2 Members new to the district shall be allowed credit for teaching or related professional experience outside of the Lebanon School District provided all other requirements are met. This credit shall be allowed in full or at a lower step on the salary schedule that is mutually agreed upon by the member and the Superintendent of Schools.
- 6.3 No member of the bargaining unit will be hired by the District and placed on the salary schedule at a step higher than teachers in the system who have equal experience.
- 6.4 In areas determined by the State to have critical shortage, credit up to five (5) years experience may be granted for salary purposes by the Superintendent.
- 6.5A The standard contract shall be for 185 working days between August 25 and June 30. Two (2) days prior-to the start of school are for class preparation, and one (1) day at the end of the year is for post-school work. The remaining days shall be used for professional development or school organizational meetings. The content of these professional days shall be developed collaboratively between the administration and the professional development committee members with the final decision resting with the administration.
- **6.5 B** The Superintendent or designee shall maintain a Professional Learning and Development Committee in accordance with ED 512.02(b).
- 6.6 Contract payments will be in twenty-six (26) bi-weekly installments. The first payment shall be on or before the Friday of the first week worked. The remaining 25 payments will be on the bi-weekly payroll schedule established by the District for all school employees. In no case will payroll be more than two weeks apart. The last paycheck in June will include the balance of the salary payments for the contract year. Exceptions to this schedule will be for those members of the bargaining unit under contract for days of employment beyond the 185-day contract or members of the bargaining unit who are not in a tax-sheltered retirement plan program and who elect at the time they sign their contract to be paid in twenty-two (22) bi-weekly installments.

- 6.7 Course credit for track movement on the salary schedule will be awarded for the satisfactory completion of (a) bachelor's or associate level courses that have been pre-approved by the Superintendent as critical to the professional development of the individual teacher and (b) graduate level courses. Salary track adjustments will be made for approved courses if completed prior to the first payroll in February provided that the bargaining unit member notified the SAU office of the member's anticipated completion of the courses needed for track movement via electronic form no later than December 1 of the previous school year and has submitted an official transcript to the SAU. The Lebanon Association President will have access to view the form and spreadsheet of responses. A link to the electronic form will be available on the District's website. Salary adjustments will be made within two weeks of the SAU's receipt of the official transcript.
- 6.8 The district shall provide direct salary deposit to a maximum of three financial accounts designated by the employee so long as the accounts will accept electronic transfers.
- 6.9 The Board will match a member's 403b contribution at a rate of \$1.00 for every \$1.00 contributed by the employee. The employer's match shall be capped at 2% of the employees' annual contract amount except for those employees who have been on step 18 for at least one year for whom the employer's match shall be capped at 3% of the employee's annual contract amount. For purposes of this section, the term "annual contract amount" shall mean the member's annual base salary. Member's contributions under this article may be directed to the service provider that they have utilized under the previous collective bargaining agreement. All new accounts will be with a plan managed by the District's Third Party Administrator. All fees charged by the Districts' Third Party Administrator or their partners and affiliates will be incurred by the District, unless the District's Third Party Administrator offers a plan of equal or similar type and/or design to the plans offered under previous collective bargaining agreement (e.g., Fidelity, Vanguard, T. Rowe Price, or VALIC), in which case new members will be responsible for any such fees. Payments will be made under the Department of Labor and IRS requirements. Enrollments in the program must be completed by December 1 for the following school year.
- 6.10 Teachers who are selected and agree to serve as mentors for new teachers shall be paid a stipend of \$2000.00 per school year, or a prorated amount for assignments that last less than a school year. Mentors who do not meet the expectations of the mentoring program may be removed at the discretion of the building principal or designee. No teacher may serve as a mentor for more than one teacher at a time. It is understood that the establishment and funding of a mentor program are within the School Board's sole prerogative. The LSD mentoring program will be administered by the Superintendent or designee. Any changes to the mentoring program shall be developed collaboratively between the administration and the Professional Learning and Development Committee with the final decision resting with the administration.

ARTICLE 7. TEACHER RIGHTS

- 7.1 The Board and the Association agree that there shall be 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, creed, color, religion, national origin, sex, domicile, marital status, age, sexual orientation, or grade/subject taught.
- 7.2 It is expected that each school's rules and regulations governing employee activity and conduct shall be interpreted and applied uniformly throughout that school. It is expected that all School Board policies shall be interpreted and applied uniformly throughout the District. The District shall provide the Association with electronic copies of any staff and/or employee handbook prior to the start of each school year and the Association may provide feedback.
- 7.3 No member of the bargaining unit shall be required to appear before the Board or its agents for a formal hearing regarding the continuation of that member of the bargaining unit in his/her office, position, employment, or the salary or any increments pertaining thereto unless he/she has been given seven (7) days, excluding weekends, in advance, a written notice of the reason for such formal hearing and shall be entitled to have such legal representation as the individual desires to advise and represent him/her.
- 7.4 The rights granted to members of the bargaining unit hereunder shall be deemed to be in addition to those provided elsewhere. This Agreement shall not be applied or interpreted as to deprive employees of advantages heretofore enjoyed unless otherwise provided in this Agreement.
- 7.5 For a binding past practice to exist it must: 1) be a course of conduct that has been in existence for a reasonable period of time; 2) be a known and mutually accepted way of doing things for both parties; 3) be in response to a recurring set of circumstances; 4) not be in conflict with clear and unambiguous contractual language; and 5) not be in conflict with external law.

ARTICLE 8. STAFF DEVELOPMENT AND PROFESSIONAL IMPROVEMENT

- **8.1** The Lebanon School District Professional Learning & Development Master Plan requires that all members of the bargaining unit shall complete a minimum of the state mandated number of clock hours of approved in-service activity or state mandated requirements during every three year period.
- 8.2 The Lebanon School Board will reimburse individual members of the bargaining unit for expenses incurred for staff professional learning activities for which prior approval by the building principal or designee has been received. Reimbursement will be made within 14 days after completed and approved paperwork is received by the business office, unless there are extenuating circumstances. Procedures governing reimbursement will be managed by Administration, subject to these stipulations.
 - (A) Graduate Level Courses: For each bargaining unit member, course reimbursement shall be paid in

an amount not to exceed the monetary equivalent of eight UNH graduate credits per year. Course reimbursement will be based on UNH per credit rates for NH residents as follows:

- Graduate courses taken as part of a program will be reimbursed at a rate not to exceed the UNH graduate rate for NH residents;
- 2) Other graduate courses will be reimbursed at a rate not to exceed the UNH continuing education course credit rate for NH residents.

Course reimbursement will be provided for direct tuition costs only. Funding for this benefit shall be capped at \$85,000. This funding shall be apportioned as follows: one-half for summer coursework, one-quarter for fall coursework, and one-quarter for spring coursework. Funds will be allocated among the three terms on a first come first served basis for up to four credits for any teacher in a single term.

- (B) Workshops and Conferences: Reimbursement for workshops and conferences shall be at a rate of \$1000 per bargaining unit member each year. Registration fees, lodging, travel, and meals shall be included in this reimbursement in accordance with the District Professional Learning & Development Master Plan. A total of \$40,000 per year shall be budgeted in each year of the agreement for reimbursement for workshops and conferences. Workshops and conferences which exceed the \$1000 limit must be pre-approved by the building administrator and the District Director of Curriculum, Instruction, and Assessment (DDCIA).
- C. All unexpended course and workshop reimbursement funds will be pooled together on May 1. Employees may re-submit requests for funding for courses for which funding was not previously available and for workshops which exceeded \$500. Such requests must be received by the DDCIA no later than May 30 and the available funds will be distributed proportionately to those who apply (meaning that each employee will receive a percentage of the amount requested which is determined by dividing the total funds remaining by the total funds requested). *

*Example:

On May 1, the pool of unexpended funds totals \$3,000.

Three requests submitted for additional funding as follows:

	ord rollo (TD)	
Amount	Amount	
requested	distributed	
\$5,000.	\$2,500.	
\$ 700.	\$ 350.	
\$ 300.	\$ 150.	
\$6,000.	\$3,000.	
	Amount requested \$5,000. \$ 700. \$ 300.	

$$\frac{\textit{Unexpended Funds}}{\textit{Requested Funds}} = \frac{\$3,000}{\$6,000} \times 100 = 50\%$$

- D. To be eligible for reimbursement, staff professional learning activities must be consistent with District or building level goals or needs or Individual Professional Learning Goals as provided in the annual educator evaluation growth plan.
- E. The business office shall maintain financial records of the use of such funds and shall make available to the Association, upon request, a report of the remaining funds for the current school year by May 1st of each school year.
- F. The District will pay the cost of courses, workshops and conferences in advance provided that the member has submitted a request for such payment at least thirty (30) days prior to the start of the course, workshop or conference, has received all necessary approvals, and executes a form authorizing the District to withhold the full cost from the member's pay if the member does not complete the course, workshop or conference and, for courses, receive a grade of C or better or pass in a pass/fail course. Members must submit proof of completion within thirty (30) days of completion.
- **8.3** Members will be given the opportunity to submit anonymous written evaluations for all professional learning offered by the District. The results of the evaluations will be shared with the district professional learning committee.

ARTICLE 9. EVALUATION

- 9.1 Evaluation is to be viewed as a constructive procedure designed to promote effective teaching. The process should facilitate the accurate measurement and candid appraisal of teacher performance while also encouraging the continuous improvement of each teacher's professional work. Evaluations shall be conducted in accordance with the Lebanon Educator Effectiveness Plan which has been developed by the joint evaluation committee and approved by the School Board. The parties recognize that the Educator Effectiveness Plan must at all times be consistent with the New Hampshire Department of Education regulations and/or guidelines. However, any changes to the Educator Effectiveness Plan shall be developed collaboratively between the administration and the Professional Learning and Development Committee (PLDC) with the final decisions resting with the administration.
- **9.2** To further these purposes, the process will include the following opportunities for each teacher:
 - A. To be directly observed in his or her classroom work by supervisory personnel.
 - B. To provide additional evidence of his or her professional competence.

- C. To receive oral feedback and written evaluation from his or her supervisor during an appraisal process that will identify strengths and needs.
- D. To respond to evaluative decisions and materials with additional statements of agreement and disagreement and with petitions to an appeals process when necessary.
- E. To seek and obtain assistance and support from supervisors as well as colleagues and to pursue professional learning activities that will foster continuous learning and improvement.
- F. To access an appeals process regarding evaluative decisions when appropriate and as stipulated.
- 9.3 The annual evaluation calendar for all teachers will begin on April 1 and end the following March 31 with the completion of the Annual Educator Appraisal Report (AEAR) by the teacher's supervisor. Each teacher will be designated for placement on either a One-year evaluation cycle or Three-year evaluation cycle. All teachers with non-continuing contracts will be assigned to the One-year evaluation cycle. A teacher on a continuing contract may be assigned by the principal to the One-year evaluation prior to March 31, and the purpose of this assignment is to improve teacher performance. Otherwise, all teachers on continuing contracts will be assigned to the Three-year evaluation cycle which coincides with their state certification cycles.
- 9.4 A teacher will have electronic access to a copy of any class visit or observation report prepared by his or her evaluator within three (3) school days after the observation. A teacher will be given a hard copy of his/her summative evaluation. The teacher will acknowledge that he or she has received the evaluation by signing the file copy, with the understanding that the signature merely signifies that the member has received the material. The signature does not necessarily indicate agreement with the content nor will the refusal to sign the copy prevent the report from being placed into the teacher's file.
- 9.5 Each teacher will have access to his or her personnel file within 24 hours of notice. Personnel files shall be kept at the SAU office. Evaluation documents shall be transferred from each building to the SAU annually. Prior to that transfer, evaluation documents shall be available from the building principal and/or electronically. No materials shall be placed in the personnel file without the bargaining unit member's knowledge. The member of the bargaining unit shall have the right to review and answer any material in his or her personnel file and the response shall be reviewed by the Superintendent and attached to the filed report.
- 9.6 After one year of employment, members of the bargaining unit whose contract renewal is in doubt as based on their evaluations will be given a written notice by the Superintendent no later than December 15. In no way is it the intent of this paragraph to take away any rights provided under RSA 189-14a, nor shall this provision prevent the Superintendent from providing written notice to a member whose contract becomes in doubt after December 15th.

ARTICLE 10. JUST CAUSE

- 10.1 The Superintendent and/or designee shall notify a teacher in writing as soon as evidence of any alleged delinquencies occurs, indicate expected correction and indicate a reasonable period for correction.
- 10.2 Alleged breaches of discipline shall be reported to the offending teacher. The teacher shall, at all times, be entitled to have a representative of the Association present when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance.
- 10.3 No teacher shall be 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 teacher and his/her designee.
- 10.4 Articles 10.3 and 10.4 will only apply to those bargaining unit members who have been employed by the district for more than three years, and no way is it the intent of this article to interfere with the District's rights to non-renew a teacher under RSA 189:14-a, Failure to be Renominated or Reelected

ARTICLE 11. PROFESSIONAL ASSIGNMENTS

- 11.1 Teachers in the Lebanon High School and departmentalized teachers at the Lebanon Middle School shall not be assigned more than four (4) different subject preparations or more than five (5) periods of classroom instruction for any given school day. All teachers in Lebanon Middle School and Lebanon High School shall have one (1) personal planning period per day equal to one (1) class period within the student school day. If a teacher agrees to teach an additional class in lieu of a duty at the high school or personal preparation period at the middle school, that teacher will be compensated at a rate of 1/5 of his/her base salary. All teachers in Grades K—4 shall have one planning period per day of at least 40 consecutive minutes which will occur during the student day. Teachers at all grade levels shall have a duty-free lunch equal in length to the student lunch period. Except as otherwise provided in this paragraph, the building administrator has the right to assign a teacher to any duty related to the education and/or supervision of students at any time during the teacher work day. Teachers may agree to perform duties before or after the work day in lieu of a duty during the teacher work day.
- 11.2 The length of the teacher workday shall not exceed 7.5 hours which will be assigned during the hours of 7:00 A.M. and 4:00 P.M. Starting and ending times will be established by the building principal and Superintendent and may vary from building to building so long as the starting time for all teachers in any one building is the same. This shall not preclude the need for additional hours for carrying out faculty and departmental meetings, support for program adoption/changes, parent conferences, pupil placement team

meetings, orientation and open house. Administration will provide staff with an anticipated schedule of regular faculty and departmental meetings at the conclusion of each school year. It is understood that such schedules may be changed during the summer or during the school year to meet the needs of the District with reasonable notice to teachers. The Administration will make reasonable effort to keep such extra meetings to a minimum.

- 11.3 There shall be 1.5 days without students twice during each academic year for parent-teacher conferences conducted by teachers of students in grades K-8. The conference days shall be scheduled on Thursdays and Fridays collaboratively between the Lebanon Education Association and the Administration.
- 11.4 A. Notices of teacher job openings will be posted on the official bulletin board in each school, School Spring and on the district website as soon as the administration is aware of such vacancies. All jobs will be posted for five calendar days prior to interviews taking place. Internal applicants who meet the minimum qualifications will be considered for the vacancy and will be provided the opportunity for an interview. However, the District retains the discretion to hire the applicant it deems most qualified.

Teachers who wish to be considered for a posted position shall post a cover letter, resume and references on School Spring within the deadline specified on the notice.

The Board agrees that in the event job openings occur after July 1 through August 15 which are subject to posting, in addition to the postings indicated above, the positions will be advertised in the local newspaper.

- B. Notices of co-curricular job openings will be posted on the official bulletin board in each school and on the district website as soon as the administration is aware of such vacancies. All jobs will be posted for five calendar days prior to the interview taking place. Internal applicants who meet the minimum qualifications will be considered for the vacancy and will be provided the opportunity for an interview. However, the District retains the discretion to hire the applicant it deems most qualified.
- 11.5 In making changes in grade assignment in the elementary schools and in subject assignment in the secondary schools, the wishes and experience of the individual teacher will be given consideration. However, the final decision shall be made by the Superintendent.

ARTICLE 12. REDUCTION IN FORCE/SENIORITY STATUS

- 12.1 The Lebanon School District has the right to decrease the number of members of the bargaining unit. Whenever this shall occur, the Superintendent shall, prior to April 15, notify members of the bargaining unit with equal certification of the intent to fail to renominate.
- 12.2 Any member who is not certified shall be reduced first. Any member subject to a corrective action plan based on documented deficiency in performance, as measured through classroom observations and the District evaluation procedure set forth in the Lebanon Educator Effectiveness and Evaluation Plan, will be

reduced next. If neither of these criteria accomplishes the necessary reduction, the member(s) with the least seniority with the District shall be reduced first, provided however that if the remaining teachers would not be certified and in the positions they will be teaching then the member with the next least seniority will be reduced instead.

- 12.3 Bargaining unit members with multiple certifications shall be allowed to move into a certification area other than the one that the unit member is currently working in to avoid being reduced. Unit members shall only be allowed to move into positions for which they are certified. If a position being eliminated does not require a unique certification, members in those positions will be moved to the certification area for which they are certified.
- 12.4 Seniority with the District shall be determined by the order in which the principal's recommendation for nomination for a position within the bargaining unit was received by the Superintendent's office. In the case of ties, seniority shall be determined by lot. A list of the members of the bargaining unit in order of seniority shall be kept at the Superintendent's office and updated annually. A copy shall be given to the Association President each year and will be available to the parties upon request. Part time employees' seniority shall be in proportion to the fraction of time worked. For the purposes of this Article, teachers and tutors are on separate seniority lists.
- 12.5 Members of the bargaining unit who accept a position outside of the LEA, but within the Lebanon School District, shall retain their seniority status should they return to the LEA bargaining unit if a position is available. However, the accumulation of seniority shall not be counted for the period during which they were not a member of the bargaining unit.
- 12.6 During the two (2) years after failure to be renominated because of reduction in force, such members of the bargaining unit on continuing contract at the time of the reduction in force shall be renominated and reelected, according to seniority, to fill vacancies for which they are certified. Teachers must notify the Superintendent annually by February 1st by certified mail of their intent to remain on the recall list. Such renomination shall not result in loss of credit for prior years of service.

ARTICLE 13. BENEFITS

13.1 The Board shall make payments of insurance premiums as outlined in Appendix B, provided that the member of the bargaining unit has completed his/her insurance forms and filed them with the School Administrative Unit office prior to the stipulated deadline. New members of the bargaining unit will be eligible for benefits on the first day of the month following the first day of work. Benefits of the members of the bargaining unit shall expire on the last day of the month of termination if said termination occurs before the end

of the contract period. Any bargaining unit member who completes the contract year shall have benefits through August 31 provided he/she has paid his/her share of the premium.

- 13.2 The Lebanon School District will provide health and dental insurance benefits to any member who works at least 30 hours per week. Any member working less than 30 but more than 15 hours (.4) will be eligible for health and dental insurance benefits on a prorated basis according to the percentage of a 37.5 hour week worked by the member.
- A sick bank shall be established for any bargaining unit member who has exhausted sick leave benefits but is otherwise to be on leave. Each bargaining unit member shall donate one (1) day from the days that teacher is allowed to accrue in a one-year period to be deposited in said sick bank. Such day is to be deducted from the bargaining unit member's annual sick leave. All bargaining unit members shall participate in the sick bank. These days may be used for serious illness of a bargaining unit member who has not qualified for disability insurance benefits. Use of sick bank days shall end once a unit member qualifies for long-term disability benefits or after 90 consecutive calendar days, whichever comes first, provided that if the member's application for long-term disability benefits is pending or has been denied and is being appealed, the member may be approved for additional sick bank days. Whenever the total number of days in the sick bank falls below one hundred (100) days, the sick bank will be replenished by deducting one sick day from the accumulated total of each bargaining unit member who had accumulated the maximum number of sick days at the beginning of the year. A three (3) member committee appointed by the Association shall oversee the use of days from the sick bank. Bargaining unit members requesting three (3) or more consecutive days may be required to provide medical documentation from their health care provider certifying the need for the leave in support of a request. The business office shall maintain records for use and contribution of days and report such to the Association annually not later than October 15th of each year. Teachers who retire will be able to donate a maximum of ten (10) sick days to the bank

ARTICLE 14. CO-CURRICULAR ACTIVITIES

- 14.1 The co-curricular budget will be increased in each subsequent year of this Agreement by the percentage increase applied to the teacher salary schedule.
- 14.2 The Co-curricular Committee shall maintain a schedule of co-curricular stipends; said committee shall consist of the Superintendent, the high school Athletic Director, the high school principal, the middle school principal or designee, the LEA President or designee and two (2) coaches/co-curricular advisors of his or her choosing. The Superintendent shall not have a vote on the Committee except in the case of a tie vote, in which case the Superintendent's vote shall be determinative.

- 14.3 The School Board shall have responsibility for approving all co-curricular activities. New activities approved during the term of this Agreement shall be placed on the stipend schedule by the Co-curricular Committee, following the process described in 14.2.
- 14.4 The parties understand that acceptance of a co-curricular assignment by a teacher is voluntary. Co-curricular positions are one year positions and may be continued based on satisfactory yearly evaluation.
- 14.5 Resignation from a co-curricular assignment will not affect the employee's individual teaching contract.
- 14.6 Volunteers will receive a contract for \$0 and will have the same supervisory responsibilities as a paid coach/advisor.
- 14.7 If the Superintendent or designee determines that there is not enough participation in an activity, he/she may reallocate the stipend to another activity. Further, coaches/advisors and the Superintendent or designee can agree to share stipends between multiple coaches/advisors for an activity.

ARTICLE 15. TEMPORARY LEAVES OF ABSENCE

- 15.1 Each member of the bargaining unit shall be entitled to sick leave in accordance with the following:
 - A. Personal Illness: For absences caused by illness or physical disability, each member shall be granted twelve (12) days of leave per year accumulative to ninety (90) days. Twelve (12) days if available or one half (1/2) of whatever is accrued at the start of the school year, whichever is greater, may be used annually for illness in the member's immediate family. In extenuating circumstances, additional accrued personal illness days may be approved for family illness at the discretion of the Superintendent. Part-time employees shall be entitled to sick leave in proportion to the fraction of time worked. Members shall be given a written statement of accumulated sick leave on their annual contract. Those employees who have accumulated more than 90 sick days as of June 30, 2000, shall maintain those accumulated sick days up to a maximum of 110, and will maintain that entitlement as a maximum for subsequent years. If the member with more than 90 accumulated sick days utilizes more than 12 days of leave, in any given year, that year's-end balance will serve as a new maximum until the number is reduced to 90.
 - B. Personal Injury: Absence due to injury incurred in the course of the member's employment shall not be charged against the member's accumulated sick leave days. The Board shall pay to such teacher the difference between his/her salary and benefits received under the Worker's Compensation Act for a maximum of 365 calendar days.

- 15.2 Personal and Emergency Leave: A member may have up to five (5) days of paid leave for personal or emergency matters which require absence during school hours. Unused leave from this section shall be added to the annual accumulation of sick leave. Notification to the member's principal or other immediate supervisor for such leave shall be made at least two (2) days before taking such leave, except in the case of an emergency, and the member shall not be required to state the reason for taking such leave other than that he/she is taking it under this section unless the personal day falls immediately prior to or following a vacation, holiday or on a professional development day. Such leave may not be taken for the express purpose of extending vacations or holidays.
- 15.3 Death in the Family: A member may have a total of up to five (5) days leave per incident for death in the immediate family. One day of leave shall be granted to attend the funeral of any other family member. Bereavement leave other than stated may be granted at the discretion of the Superintendent of Schools. Notification to the member's principal or other immediate supervisor for such leave shall be made as soon as possible before taking such leave (except in the case of an emergency), and the member shall not be required to state the reason for taking such leave other than that they are taking it under this section.
- 15.4 Other Leave: A member called for jury duty, subpoenaed to court or called to serve not more than a fourteen (14) day annual training or tour of duty or temporary active duty with the National Guard or U.S. Reserves will be paid the difference between the fee he/she receives for such service and the amount of earnings lost by him/her by reason of such service based on the member's regular daily rate.
- 15.5 Requests for extensions to temporary leave covered under this article may be granted with or without pay at the sole discretion of the Superintendent.
- 15.6 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 1/185 of annual salary.
- 15.7 Immediate family shall be defined as spouse, significant other, children, parents, grandparents, grandchildren, parents-in-law, siblings, or spouse's siblings.

ARTICLE 16. MATERNITY LEAVE

- 16.1 The period of temporary disability resulting from pregnancy, childbirth or related medical conditions shall be treated as personal illness or disability leave under Article 15. The employee must provide a written statement from the health care provider certifying the period of temporary disability. For the purpose of this provision, it is understood that the disability must render the employee unable to work.
 - 16.2 There shall be no loss of previously earned benefits as the result of leave under this Article.

ARTICLE 17. UNPAID LEAVE OF ABSENCE

- 17.1 Academic Study, Foreign Exchange Program, or Vocational Programs: A leave of absence of one (1) year may be granted by the Lebanon School Board to any teacher upon the recommendation of the Superintendent for the purpose of academic study at an accredited college or university, participating in a foreign exchange teaching program, or a work/training program related to a vocational teaching area. Upon return from such leave for academic study or vocational training, the teacher shall be placed on the salary schedule at the step to which he/she was entitled before leave was granted. Upon return from leave for teaching in a foreign exchange program, the teacher will be placed on the salary schedule at the step which he/she would be on if he/she had taught in the district that year.
- 17.2 Health: Upon a physician's written recommendation, health leave may, after three (3) years of service, be granted up to a maximum of one (1) year plus the unfinished year. The Board has the right to request a second opinion by a physician of the teacher's choosing. If the second opinion agrees with the first, the Board pays the cost of the opinion. If the second opinion differs, the teacher will pay the cost of the opinion.
- 17.3 A leave of absence of up to one (1) year may be granted after three (3) years of service for the purpose of caring for a sick member of the member's immediate family (as defined in Article 15) upon the recommendation of the Superintendent and approval by the Board.
- 17.4 Military Service: Leaves shall be granted to serve in required military service. Such leaves shall be granted annually and renewed annually for the length of the term of service.
- 17.5 Child-rearing: A leave of absence of up to one (1) year shall be granted to any member for the purpose of child rearing.

17.6 General Provisions:

- A. 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 returning shall be assigned to the same position. Should the same position no longer exist the Reduction in Force procedure (Article 12) will be followed. If a member has had an extracurricular assignment prior to the leave of absence, the same assignment or a similar one, if available, shall be made upon the member's return.
- B. A member on unpaid leave shall not be denied the opportunity to substitute in the School District by reason of the fact that he/she is on a leave of absence.
- C. Members on an unpaid leave pursuant to this collective bargaining agreement shall continue to receive the professional learning benefits as stipulated in Article 8.

- D. Members on an unpaid leave of absence shall continue to be considered members of the bargaining unit and shall be eligible for negotiated insurance benefits by paying the full cost of such benefits.
 - E. Earned benefits shall be retained after all unpaid leaves of absence.
- 17.7 Discretionary Leave:
- A. The Superintendent may, at his/her discretion, extend any unpaid leave that has been granted to a member.
- B. 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.

ARTICLE 18. SABBATICAL LEAVE

- 18.1 Any member of the bargaining unit may apply for a leave of absence for the purpose of educational improvement, providing such person has been a full time member of the bargaining unit in the Lebanon School District for a period of not less than seven (7) consecutive years and provided a written proposal is filed with the Superintendent of Schools no later than November 1 of the year preceding the start of the leave. The proposal shall include a plan for how the leave will be incorporated into the employee's work and have a positive impact on the students in the District.
- provided their proposals are educationally sound and aimed at the applicant's self-development and improvement as it relates to the applicant's current position in the District. Sabbatical proposals will be evaluated by a committee consisting of 6 members: two (2) administrators appointed by the Superintendent; two (2) bargaining unit members appointed by the Association President; and the Association President and the Superintendent. After the committee reviews the written proposal, the Superintendent shall forward the recommendations of the committee to the Board for its final decision. The applicant may request to meet with the Board to present their proposal. The person or persons selected will receive benefits and remuneration of 60% of his/her annual salary as provided under the salary schedule. One alternate may be selected by the board for a sabbatical leave when either of the recipients cancels by May 1 of the year preceding the start of the leave.

If permission for a leave is granted, the recipient shall sign an agreement that he/she will return to the District for a period of not less than two (2) years. The Board may waive this provision providing the recipient agrees in writing that should he/she leave the employ of the District for any reason except of serious illness during the two (2) years immediately following completion of his/her sabbatical leave, or should he/she fail to return at the

expiration of his/her sabbatical leave, he/she will reimburse the School District for any salaries paid during the leave plus the prime rate of interest.

After an employee has completed sabbatical leave, he or she is not permitted to reapply for sabbatical leave for a period of 10 years following completion of the employee's last sabbatical. Within 30 days of an employee's return from sabbatical leave, the employee will be required to present evidence of the activities conducted during the sabbatical (examples: a class syllabus with a reported grade for the class, the submission of a completed book manuscript, or a reporting of findings of conducting research during this time) to the Sabbatical Committee as outlined in paragraph one of this article. Any employee who fails to present any such evidence may be required by the Sabbatical Committee to reimburse the District for a portion of their salary paid during the sabbatical period, up to the full value of their salary, and this employee shall be ineligible to participate in future sabbaticals.

ARTICLE 19. RETIREMENT

- 19.1 Members of the bargaining unit may, by November 1 of the school year in which the member intends to retire submit a written notice of intent to retire at the end of that school year. The employee may rescind his/her proposed retirement by notifying the Superintendent, in writing, no later than March 1, provided the employee has not in any previous year rescinded a notice of retirement.
- 19.2 Eligible retirees who have provided notice in accordance with 19.1 shall receive a lump sum check equal to 25% of the retiree's final year salary (excluding co-curricular and other stipends) within sixty (60) days of the end of the school year in which the member retires. A member is eligible to receive the retirement bonus only if at the date of retirement, the member is (1) age 55 or older, (2) is eligible for service retirement form the New Hampshire Retirement System, and (3) has provided at least fifteen years of service to the Lebanon School District.
- 19.3 The Board shall pay a maximum of fifteen (15) retirement bonuses in any year. In the event that more than the maximum number of members are eligible to receive the retirement bonus in any year, the bonus shall be paid to those members with the most years of service to the Lebanon School District, and ties in years of service shall be broken by awarding the retirement bonus to the member with the earliest date of hire. The Board, in its discretion may approve more than fifteen bonuses in any year.

ARTICLE 20. GRIEVANCE PROCEDURE

- 20.1 Purpose: It is the policy of the Board and the Association that all problems be resolved informally if possible. However, both parties recognize that the formal grievance procedure must be available without any fear of discrimination because of its use. Also, the formal procedure is still a process to attempt to resolve grievances. At any point during the process these deadlines may be extended upon written agreement by both parties.
- 20.2 Grievance: Any alleged violation of this agreement or any dispute with respect to its meaning or application.
- 20.3 Grievant: Person submitting a grievance, the Association when submitted on behalf of more than one grievant. The Association has the sole discretion to bring a grievance to arbitration.
- 20.4 Days: Days mean school days, except in the summer when it shall mean business days, exclusive of holidays and weekends.
- 20.5 Submission Deadline: A grievance shall be deemed waived unless it is submitted in writing within twenty (20) days after the aggrieved party knew or should have known of the events or conditions on which it was based. When formally submitted, the grievance shall list the Articles or issues alleged to have been violated on the appropriate form.
- 20.6 Step 1 Informal: Before the written submission of a grievance, the aggrieved party must attempt to resolve it informally with the grievant's immediate supervisor. The grievant shall inform the supervisor that he/she is pursuing the informal stage of the grievance procedure.
- 20.7 Step 2 Principal: The building principal upon receipt of a written grievance will respond in writing within five (5) days of receipt of the grievance. If an aggrieved party is not satisfied with the response of the principal, or if no response is received within five (5) days after the submission of a grievance, such aggrieved party may submit the grievance to the next step within five (5) days.
- 20.8 Step 3 Superintendent: The Superintendent will, upon request, confer with the aggrieved parties with respect to the grievance and will deliver to the aggrieved parties a written statement of his/her decision and reason with respect to it not later than 20 days after it is received by him/her. [(Appendix C Form C)] If the grievance is alleged to be against the Superintendent, then Step 1 will begin here and Step 2 will be bypassed. If the aggrieved party is not satisfied with the response of the Superintendent, or if the response has not been received within the 20 days, the aggrieved may within 10 days submit the grievance to the Association's Grievance Committee for submission to Step 4. (Appendix C, Form D) or directly to Binding Arbitration, Step 5. The Superintendent will inform and make the Association a party in the process when any grievance reaches this step.
- 20.9 Step 4 School Board: The Association may, at its discretion, submit a grievance to the School Board. The School Board shall decide if it wishes to hear the grievance and shall inform the Association of its

decision within ten (10) days. The School Board or its designated committee shall meet with the aggrieved party within 28 days to attempt to resolve the matter. The Board shall communicate its decision in writing within 10 days of the meeting. If the aggrieved party is not satisfied with the response of the Board, if the response has not been received within 10 days, or if the Board declines to hear the grievance, the Association may within 10 days submit the grievance to Step 5. (Appendix C, Form E)

- 20.10 Step 5 Arbitration: The Association's Grievance Committee, after consideration, may submit a grievance to binding arbitration, by informing the Superintendent of its intent to do so within 20 days of its receipt of the grievance. The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within ten (10) days, an arbitrator will be selected in accordance with the voluntary labor arbitration rules of the American Arbitration Association. The fees of the arbitrator will be shared equally by both parties.
- 20.11 The arbitrator shall be limited to the issues submitted, and shall be bound by the terms of this agreement. The arbitrator 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. The Superintendent and the Association will receive copies of the arbitrator's report within 30 days of the completion of the arbitrator's hearing. The finding of the arbitrator shall be final and binding.
- 20.12 Right to Representation: An aggrieved person may be represented at all steps by himself/herself, the Association, or by a representative selected by the Association. The Superintendent and the Association shall insure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting the individual's appeal with respect to his/her personal grievance.
- 20.13 Documents, communication and records of grievances may be placed in appropriate files, but will not be forwarded to prospective employers. A copy of such grievance(s) shall be given to the employee.

ARTICLE 21. INNOVATION

The Board and the Association have a shared interest in promoting and supporting innovative ideas to improve student achievement or the educational opportunities offered in the District. The parties agree to form an Innovation Committee (IC) to recognize individual teachers or groups of teachers who develop and successfully demonstrate achievement in areas such as student achievement, use of technology, peer collaboration, positive school and community relationships, improved efficiencies and cost and/or resource savings. The IC will consist of the Superintendent, one LEA member from each building, three administrators

designated by the Superintendent and one member of the Board. The Board member shall be considered exofficio and non-voting, provided however, that in the event of a tie vote of all other members, the Board member shall be entitled to vote. The Superintendent will serve as the Chair. The Committee will be charged with evaluating Innovation Proposals.

Innovation Proposals must first be presented to the appropriate building principal. If the building principal approves the Proposal, it will then be presented to the Innovation Committee for further evaluation. The Innovation Committee will develop a process for evaluating Innovation Proposals.

In the event that an Innovation Proposal would conflict with some aspect of the collective bargaining agreement, the Pilot Program may be implemented only upon mutual approval of the School Board, the LEA Executive Board and 60% of the Association members in the school or schools where the Pilot Program will take place. The same approval must be obtained to continue an Innovation Proposal beyond the Pilot Program.

If the Innovation Committee approves an Innovation Proposal, it will be implemented as a Pilot Program for up to one school year. Appropriate data to evaluate the effectiveness of the program will be collected. At the conclusion of the Pilot Program, the Innovation Committee will evaluate the effectiveness of the Innovation based on the collected data. Administration and/or the Board will retain ultimate discretion regarding whether to continue the Innovation Proposal beyond the Pilot Program.

ARTICLE 22. SAVINGS CLAUSE

22.1 If any provision of the Agreement or any application of this Agreement is held to be contrary to law by any court or board of competent jurisdiction or if compliance with or enforcement of any portion 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 23. DURATION

23.1 The provisions of the Agreement will become effective as of July 1, 2022, and shall continue in effect until June 30, 2025. If this Agreement expires before a successor agreement becomes effective, the School District shall comply with any and all legal obligations to maintain status quo until a successor agreement becomes effective.

In the event that the health insurance plan identified in Appendix B will result in the imposition of any related fees, fines, taxes or penalties, including, but not limited to the ACA excise tax on high cost health insurance, the District and the Association will promptly reopen negotiations for the purpose of agreeing on an alternative health plan and redistribution of any savings realized. In the event that the parties are unable to agree to an alternative plan prior to the deadline for the District to switch plans for the next school year, the health insurance plan in place at the time will be continued and any fees, fines, taxes or penalties shall be borne equally by employees and the District. Each employee will pay fifty percent (50%) of the fee, fine, tax or penalty attributable to his/her insurance plan through payroll deductions.

By New Yelle Reinse	By: m fulle il il on
Chairperson,	Chairperson
Negotiations Committee - LEA	Negotiations Committee - LSB
DATE: 4. 7. 2022	DATE: 4/6/2022
By: Janel Rice	By: Kichard Mueling
Co-President of Association - LEA	Chairperson of School Board
DATE: 4/7/22	DATE: 4/6/2022
By: Ratine D. Hell	By: A Journ Coles
Co-President of Association - LEA	Superintendent
DATE: 4/22/2022	DATE: 4/6/22

APPENDIX A

2022-2023 Adjusted by 1.75%

- Steps: All eligible employees shall advance one step on the salary schedule.
- The base is increased by 1.75% over the previous year.

STEP	BA	BA +15	BA +30	MA	MA +15	MA + 30
1	\$45,311	\$46,671	\$48,071	\$50,474	\$51,989	\$53,548
2	\$46,671	\$48,071	\$49,513	\$51,989	\$53,548	\$55,155
3	\$48,071	\$49,513	\$50,998	\$53,548	\$55,155	\$56,809
4	\$49,513	\$50,998	\$52,528	\$55,155	\$56,809	\$58,514
5	\$50,998	\$52,528	\$54,104	\$56,809	\$58,514	\$60,269
6	\$52,528	\$54,104	\$55,727	\$58,514	\$60,269	\$62,077
7	\$54,104	\$55,727	\$57,399	\$60,269	\$62,077	\$63,939
8	\$55,727	\$57,399	\$59,121	\$62,077	\$63,939	\$65,857
9	\$57,399	\$59,121	\$60,895	\$63,939	\$65,857	\$67,833
10	\$59,121	\$60,895	\$62,721	\$65,857	\$67,833	\$69,868
11	\$60,895	\$62,721	\$64,603	\$67,833	\$69,868	\$71,964
12	\$62,721	\$64,603	\$66,541	\$69,868	\$71,964	\$74,123
13	\$64,603	\$66,541	\$68,537	\$71,964	\$74,123	\$76,347
14	\$66,541	\$68,537	\$70,593	\$74,123	\$76,347	\$78,637
15	\$68,537	\$70,593	\$72,711	\$76,347	\$78,637	\$80,996
16	\$70,593	\$72,711	\$74,893	\$78,637	\$80,996	\$83,426
17	\$72,711	\$74,893	\$77,139	\$80,996	\$83,426	\$85,929
18	\$74,893	\$77,139	\$79,454	\$83,426	\$85,929	\$88,507

2023-2024 Adjusted by 1.5%

- Steps: All eligible employees shall advance one step on the salary schedule.
- The base is increased by 1.5% over the previous year.

STEP	BA	BA +15	BA +30	MA	MA +15	MA + 30
***************************************	**************************************	**************************************	***************************************	\$7000000000000000000000000000000000000	**************************************	\$655215HHR0983997996HHR09895CCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCC
1	\$45,991	\$47,371	\$48,792	\$51,231	\$52,768	\$54,351
2	\$47,371	\$48,792	\$50,256	\$52,768	\$54,351	\$55,982
3	\$48,792	\$50,256	\$51,763	\$54,351	\$55,982	\$57,661
4	\$50,256	\$51,763	\$53,316	\$55,982	\$57,661	\$59,391
5	\$51,763	\$53,316	\$54,916	\$57,661	\$59,391	\$61,173
6	\$53,316	\$54,916	\$56,563	\$59,391	\$61,173	\$63,008
7	\$54,916	\$56,563	\$58,260	\$61,173	\$63,008	\$64,898
8	\$56,563	\$58,260	\$60,008	\$63,008	\$64,898	\$66,845
9	\$58,260	\$60,008	\$61,808	\$64,898	\$66,845	\$68,851
10	\$60,008	\$61,808	\$63,662	\$66,845	\$68,851	\$70,916
11	\$61,808	\$63,662	\$65,572	\$68,851	\$70,916	\$73,044
12	\$63,662	\$65,572	\$67,539	\$70,916	\$73 <i>,</i> 044	\$75,235
13	\$65,572	\$67,539	\$69,565	\$73,044	\$75,235	\$77,492
14	\$67,539	\$69,565	\$71,652	\$75 <i>,</i> 235	\$77,492	\$79,817
15	\$69,565	\$71,652	\$73,802	\$77,492	\$79,817	\$82,211
16	\$71,652	\$73,802	\$76,016	\$79,817	\$82,211	\$84,678
17	\$73,802	\$76,016	\$78,297	\$82,211	\$84,678	\$87,218
_ 18	\$76,016	\$78,297	\$80,645	\$84,678	\$87,218	\$89,835

2024-2025 Adjusted by 2.0%

- Steps: All eligible employees shall advance one step on the salary schedule.
- The base is increased by 2.0% over the previous year.

STEP	BA	BA +15	BA +30	MA	MA +15	MA + 30
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1	\$46,911	\$48,318	\$49,768	\$52,256	\$53,824	\$55,438
2	\$48,318	\$49,768	\$51,261	\$53,824	\$55,438	\$57,102
3	\$49,768	\$51,261	\$52,798	\$55,438	\$57,102	\$58,815
4	\$51,261	\$52,798	\$54,382	\$57,102	\$58,815	\$60,579
5	\$52,798	\$54,382	\$56,014	\$58,815	\$60,579	\$62,396
6	\$54,382	\$56,014	\$57,694	\$60,579	\$62,396	\$64,268
7	\$56,014	\$57,694	\$59,425	\$62,396	\$64,268	\$66,196
8	\$57,694	\$59,425	\$61,208	\$64,268	\$66,196	\$68,182
9	\$59,425	\$61,208	\$63,044	\$66,196	\$68,182	\$70,228
10	\$61,208	\$63,044	\$64,935	\$68,182	\$70,228	\$72,335
11	\$63,044	\$64,935	\$66,884	\$70,228	\$72,335	\$74,505
12	\$64,935	\$66,884	\$68,890	\$72,335	\$74,505	\$76,740
13	\$66,884	\$68,890	\$70,957	\$74,505	\$76,740	\$79,042
14	\$68,890	\$70,957	\$73,085	\$76,740	\$79,042	\$81,413
15	\$70,957	\$73,085	\$75,278	\$79,042	\$81,413	\$83,856
16	\$73,085	\$75,278	\$77,536	\$81,413	\$83,856	\$86,371
17	\$75,278	\$77,536	\$79,862	\$83,856	\$86,371	\$88,962
18	\$77,536	\$79,862	\$82,258	\$86,371	\$88,962	\$91,631

APPENDIX B

OTHER ECONOMIC BENEFITS

- 1. The Lebanon School District will provide the following benefits to full-time employees working at least 30 hours per week:
 - A. Delta Dental Care Program Option #3, or its equivalent, paid at 100% by the District.
 - B. SchoolCare Health Insurance –Yellow Plan with embedded HRA or its equivalent with any change in plan to be made through mutual agreement. Deduction shall be made in accord with Section 125 of the IRS Code. The Lebanon School District will pay 94% of the total premium cost of the School Care Yellow Plan with embedded HRA, so long as the employee certifies in an affidavit, to be provided to the employee by the District no later than July 1 of each year, that his or her spouse does not have paid health insurance available to him or her through his or her employer. In the event that such spouse has such insurance available and elects to be insured by the District's plan, the Lebanon School District shall only pay 93.5% of the total premium cost.
 - C. When an employee waives the health and /or dental insurance coverage to which he or she is entitled, and provides the District with proof of other insurance, the employee will receive a payback from the District of \$3,000 for the single plan, \$6,000 for the two-person plan and \$8,000 for the family plan. In the case where both spouses are employed by the District, the District will pay 100% of the applicable health insurance premium and two Dental insurance plans at the applicable level. Couples who were both employed by the Lebanon School District in the 2007-08 school year shall continue to receive the payback of 30% of what would have been the District's cost for the coverage.
 - D. Health and Dental insurance shall be provided at the single, two person, and family coverage levels for all employees and their legal dependents under IRS code. Domestic partnerships as defined and recognized by the insurance carrier shall be included in this coverage for bargaining unit members who are not eligible for marriage under state law. (*This will be subject to the insurance carrier's coordination*). Any dependent benefit required under New Hampshire law but not recognized as a dependent by the IRS code shall be included at the employee's expense. All health benefits will be provided in accordance with applicable New Hampshire and federal laws. The Lebanon School District will provide long-term Disability Insurance protection.
 - The Lebanon School District will provide life Insurance and A.D. and D. Benefits to provide coverage equal to the individual's salary.
 - 3. All School Psychologists and teachers of Special Education hired prior to July 1, 1993, shall receive a 10% differential above the base and additional credits.
 - 4. Extra days beyond the contract, including those spent on approved curriculum development beyond the contract days, will be paid on a prorated basis using the formula:

 Salary x number of days = extra compensation

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 - 5. Exceptions to this formula will be, Special Education Teachers, and School Psychologists, hired prior to July 1, 1993, who will be paid \$50.00 per day for additional days beyond the contract.

APPENDIX C

GRIEVANCE ADJUSTMENT FORM A

<u>COMPLAINT BY THE AGGRIEVED PERSON:</u> A grievance shall be deemed waived unless it is submitted in writing within twenty (20) days after the aggrieved party knew or should have known of the events or conditions on which it was based.

NAME OF COMPLAINANT	DATE OF FILING
HOME ADDRESS	
HOME TELEPHONE NUMBER	
POSITION HELD	
SCHOOLPR	INCIPAL
STATEMENT OF GRIEVANCE:	
PROVISION OF PROFESSIONAL AGREEMEN	
ARTICLE: SPECIFY PARAC	
ARTICLE: SPECIFY PARAC	
	DADLI XII IMBEDC
ARTICLE: SPECIFY PARACE	

APPENDIX C GRIEVANCE ADJUSTMENT FORM B

<u>DECISION OF THE PRINCIPAL:</u> To be completed within five (5) days after the receipt of the written grievance.

COMPLAINANT	DATE OF FILING	
SCHOOL	PRINCIPAL	
DECISION OF THE PRINCIPAL AND I	REASON THEREFORE:	
DATE OF DECISION		
DATE OF DECISION	Signature of Administration	
GRIEVANT'S RESPONSE: To be comp Association's Grievance Chairman.	leted by Aggrieved within five (5) days of decision	and sent to
I ACCEPT THE ABOV	E DECISION	
I HEREBY REFER TH	E ABOVE DECISION TO THE	
SUPERINTENDEN	NT OF SCHOOLS	
DATE OF RESPONSE	Signature of Complainant	

APPENDIX C

GRIEVANCE ADJUSTMENT FORM C

DECISION OF SUPERINTENDENT: To be completed within twenty - (20) calendar days after the receipt of the written grievance. COMPLAINANT: DATE OF FILING GRIEVANCE SCHOOL PRINCIPAL DECISION OF SUPERINTENDENT AND REASON THEREFORE: DATE OF DECISION Signature of Superintendent GRIEVANT'S RESPONSE: To be completed by Aggrieved within ten (10) days of decision. I accept the above decision I hereby appeal to the Association's Grievance Committee Chairman to submit this Grievance to arbitration DATE OF RESPONSE _____

Signature of Complainant

APPENDIX C GRIEVANCE ADJUSTMENT FORM D

<u>DECISION OF BOARD OF EDUCATION:</u> To be completed by the designated Board representative within ten (10) days after hearing the Aggrieved Person and Association Grievance Committee Representative.

GRIEVANT	DATE OF	FILING GRIEVANCE
DATE APPEAL RECEIVED	DATE HE	ARING HELD
DECISION OF BOARD OF EDUCATI	ON AND RE	ASONS THEREFORE:
DATE OF DECISION	_	
		Signature of Board Chairperson or
		Designated Representative
GRIEVANT'S RESPONSE: To be com	pleted by Ag	grieved within ten (10) days of
Decision.		
I accept the above decisio	n.	
I hereby appeal to the Ass submit this Grievance to		ievance Committee Chairman to
DATE OF RESPONSE		
	Sionature	of Complainant

APPENDIX C

GRIEVANCE ADJUSTMENT FORM E

GRIEVANCE COMMITTEE REVIEW: To be completed by Association Grievance Committee Chairman within twenty (20) days of referral. GRIEVANT_____DATE OF FILING GRIEVANCE____ **CHAIRMAN OF** GRIEVANCE COMMITTEE DATE REFERRAL RECEIVED BY GRIEVANCE COMMITTEE OPINION OF ASSOCIATION GRIEVANCE COMMITTEE AND REASONS THEREFORE: The Grievance Committee has recommended not to submit the Grievance to arbitration The Grievance Committee has recommended that the Grievance should be submitted to grievance review.

Signature of Grievance Committee Chairman

DATE OF OPINION _____

APPENDIX D

LEBANON SCHOOL DISTRICT - TEACHER CONTRACT

Employee #: «Employee »

Date

Total Annual Wages: \$ «Total_Annual_Wages»
The Lebanon School Board of the State of New Hampshire hereby agrees to employ «First_Name» «Last_Name», who

hereby agrees to serve under the direction of the Superintendent of Schools, as a Teacher in the public schools of said city Lebanon School District beginning 07/01/_ through 06/30/_.

- 1. This contract is subject to the statutes of the State of New Hampshire, the rules and regulations of the State Board of Education, and the Agreement between the School Board and the Lebanon Education Association.
- 2. The Teacher is assigned to the following position of **«Position»**at **«School».** 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 unforeseen conditions may require in the best interest of the School District, 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 quoted herein is the entire compensation of the Teacher for all services to be performed under this agreement and is for a school year of not more than a total of **«185»** days.
- 3. The employment of the Teacher hereunder shall not be valid unless the Teacher holds, at the beginning of the 2007-2008 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. Certificate Number: **«Cert** ».
- 4. If you are in agreement with this contract, please sign and return both copies to the Superintendent's Office within two weeks of the issue date or it will be considered invalid. Your copy will be signed and returned to you.

Employee

IN WITNESS WHEREOF, the parties hereto have executed this contract.

Name: «Last Name», «First_Name»

Superintendent

	«Address Line 1»
	«Address_Line_2»
	«City», «State»«ZIP Code»
	"City", "State"/\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Additional Days	Wages:\$«Extra_Days»
Salary Guide: \$«	Salary»
Wage Diff Sp Ed	Gd Lib: \$«Extra Pay»
Total Annual Wa	ges: \$«Total_Annual_Wages»
	4/07/07:«Sick Days»
Date of Hire: «DC	OH»
Educational Degr	ree:«Track»
District Step: «St	rep»
Position Days:«D	
Position Hours: «	Hours»
Please check	22 bi-weekly installments of \$\langle M 22 pay\rangle or 26 bi-weekly installments of \$\langle M 26 pay\rangle
Date Issued:	Date Return: