

PROFESSIONAL AGREEMENT
BETWEEN:
LEMPSTER EDUCATION ASSOCIATION
AND
THE LEMPSTER SCHOOL BOARD

EFFECTIVE DATES JULY 1, 2022 - JUNE 30, 2025

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LEMPSTER SCHOOL DISTRICT PROFESSIONAL AGREEMENT

ARTICLE 1: Purpose and Intent

The purpose of the agreement is to execute a collective bargaining agreement under the provisions of RSA 273-A.

Therefore, the Lempster School Board (the Board) and the Lempster Education Association/NEA New Hampshire (the "Association") make and enter into this AGREEMENT on July 1, 2022 by and between the Board and the Association.

Pursuant to RSA 273-A, the Board has the authority to reach a mutually satisfactory agreement with the Association as a representative of the District teachers as set forth in ARTICLE 2.

Reference to all state and federal laws is informative and not subject to arbitration.

ARTICLE 2: Recognition

For the purpose of negotiation terms and conditions of employment as defined in NH RSA 273- A, the Association is hereby recognized as the exclusive representative for all full and part-time teachers, as well as the guidance counselor, employed by Lempster School District. It is agreed that said recognition of the Association 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.

In the event a position is newly created, the Board and the Association will negotiate to determine if the position will be considered as a member of the Bargaining Unit and therefore be included in negotiations of the "Professional Agreement."

During the term of this Agreement, the Board will not 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. Furthermore, it shall not preclude any teacher from appearing before the Board on 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 the agreement.

ARTICLE 3: Association Rights

The Board agrees that the individual teacher shall have full freedom of association, of self-organization, and of the designation of representatives of his/her own choosing to negotiate the terms and conditions of his/her employment. He/she shall be free from interference, restraint, or coercion by the Board or its agents in the designation of such representative or in self-organization or in other concerted activities for the purpose of collective bargaining or grievance procedures.

The Association and its representatives may use the school buildings for Association business without cost. Representatives of the Association and their affiliates shall be permitted to transact Association business on school property, provided that this shall not disrupt the operation of school programs or services or previous obligations made to other organizations nor result in costs to the District.

The Association, upon request, will be given time on the first workday of the school year to present brief reports and announcements.

The Association shall be given an opportunity after faculty meetings to present announcements to members relevant to Association matters.

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 for communications to members of the bargaining unit.

The Association will be entitled to a total of three (3) days of leave per year to participate in Association business. Two workdays notice will be given for use of these Association days.

ARTICLE 4: Teacher Rights

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 the Agreement on the basis of race, creed, color, religion, national origin, gender, domicile, marital status, or age.

It is expected that all contract language governing employee activities and conduct shall be interpreted and applied uniformly to all bargaining unit members.

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, at least ten (10) working days 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. This shall not preclude the right of the Board to place on temporary probation any teacher whose presence in the classroom is determined to be potentially detrimental to the well being of students.

The rights granted to members of the bargaining unit hereunder shall be deemed to be in addition to those provided by State and Federal Statutes. No material pertaining to a bargaining unit member's job performance or behavior shall be placed in his/her personnel file unless the bargaining unit member has been given a copy of the material. The bargaining unit member and his/her representative will be allowed access to his/her personnel file. A member of the central office may be present during access to the personnel file. A request to look at the material in a teacher's file needs to be made at least twenty-four hours in advance by said teacher. A teacher may respond, in writing, to material in his/her file and that response shall be attached to the material in question.

It is the Board's intent to provide a healthy and safe work environment for all. The Board agrees to comply with the safety regulations as prescribed by law and school board policy. Each year by October 1st, the District shall provide the president of the Association with an air quality report to have been completed within the previous two months.

ARTICLE 5: Negotiations Procedure

Negotiations procedure will be consistent with NH RSA 273-A. 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.

The Board will provide the Association non-confidential information in its possession for the development of proposals. 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.

Any agreement reached shall be reduced to writing and be signed by the Board and the Association.

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.

If the parties have agreed to all cost items by the budget submission date (as defined in RSA 273- A:1 III), the Board agrees to publicly support those cost items and submit them to the Annual School District Meeting.

ARTICLE 6: Printing and Distribution

Copies of this Agreement shall be printed at the equally shared expense of the Board and the Association within thirty (30) days after the Agreement is signed, and all teachers presently in the system will receive a copy. All incoming teachers will receive said Agreement upon issuance of their first teaching contract.

The Association will receive ten (10) additional copies after each future ratification.

Copies of the Agreement will be posted on the district website.

ARTICLE 7: Teacher Contract Days

The teacher contract shall be for one hundred eighty-five (185) days, to include between 172 and 176 student days.

The non-instructional days shall be scheduled as follows:

Two days prior to the students first day of school will be used for classroom preparation.

One day after the students' last day of school which will be for closing of classrooms and completion of student records.

The remaining days, to the total of 185 days shall be built into the calendar and planned through a collaborative process between the administration and the Association.

A sample copy of the teachers' contract will be attached to the Contract as Appendix E.

ARTICLE 8: Teaching Hours

The required workday for members of the bargaining unit will be seven hours. Bargaining unit members will be given professional discretion regarding arrival and departure times, but will be present at all times during the student day 8:15 to 3:00. Bargaining unit members will also be expected to be available after the regular workday for biweekly faculty and department meetings, pupil placement and IEP meetings, orientation, and open house.

The student day will be no more than 6 hours and 45 minutes. Teachers will not be required to supervise students before or after the student day. Teachers may use the time before and after the student day for activities such as lesson preparation or meeting with parents, paraprofessionals and colleagues. In the event that paraprofessional hours are extended beyond the student school day for the purpose of meeting with teachers, teachers will give priority to arranging with the paraprofessionals a time for those meetings to occur. It is understood that these meetings might occur before or after the student day, or in special circumstances during the duty free lunch period.

While professional discretion is respected and accommodated by this Article, it is understood that persistent failure to abide by the expectations outlined within it may result in punitive action.

All teachers will be scheduled for a duty free lunch period of thirty (30) minutes.

All teachers will have a minimum of two hundred and twenty-five (225) minutes of planning time per week, with a daily minimum of forty-five (45) minutes. This planning time shall occur during the student day.

ARTICLE 9: Salary Schedule

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 be advanced one (1) step on the appropriate salary track the following year.

If circumstances arise that the administration decides to combine two grade levels in grades K-5, any teacher that teaches a self-contained, combined grade level class, for the entire school year, shall receive an increase in pay equal to 30% of the Step 0, BA salary. This payment shall be pro-rated for any teacher who teaches in this way for less than a full school year. This pay shall be included in the employee's regular payroll.

Credit for relevant teaching experience outside of the Lempster District, providing all other requirements are met, shall be allowed in full on the salary schedule. It is understood by both parties that any expenditures for salaries and benefits will not occur without approval from the School District.

No teacher will be hired by the District and placed on the salary schedule at a step higher than members of the bargaining unit who have equal experience.

The standard teacher's contract shall be for one hundred eighty-five (185) working days scheduled between August 23 and June 30. The School Board and the Association can mutually make exceptions to the starting and ending dates of the contract.

Contract payments will be made in twenty-six (26) bi-weekly installments. The last pay check in June will include the balance of the salary payments for the contract year. Exceptions to this schedule will be made for those members of the bargaining unit under contract for days of employment beyond the one hundred eighty-five (185) day contract or members of the bargaining unit who are not in a tax sheltered annuity program and who elect at the time they sign their contract to be paid in twenty-two (22) bi-weekly installments.

ARTICLE 10: Voluntary Deductions

Upon written authorization from the bargaining unit member, the employer shall deduct dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect through the year unless revoked in writing according to the procedures outlined in the NEA/New Hampshire Constitution and Bylaws. Pursuant to such authorization, the employer shall deduct from each regular salary check such dues, assessments and contributions, beginning with the first (1) of twenty (20) consecutive pay periods and forward all such collections to the Association's treasurer within five (5) business days of deduction.

Upon appropriate written authorization from the bargaining unit member, the employer shall deduct from the salary of the member and make appropriate remittance within five (5) business days of said deduction for such plans or programs such as annuities, credit union, insurance, and charitable donations.

ARTICLE 11: Evaluation

The purpose of evaluation is to improve the quality of instruction, promote professional growth, and assess employee performance.

Teachers new to the school district shall be provided with a copy of the school district's evaluation plan as part of their orientation.

All monitoring or observation of the work of a bargaining unit member shall be conducted openly and in accordance with the current Professional Growth and Performance Plan. Changes to the plan will be subject to ratification by the Association and the Board.

ARTICLE 12: Just Cause

This article will only apply to those bargaining unit members on a continuing contract, and in no way is the intent of this article to take away any rights provided to the Board under RSA 189-A Failure to be Re-nominated or Re-elected.

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

The Principal/Superintendent shall fairly and objectively investigate any alleged delinquencies concerning a teacher. If evidence is found, the Principal/Superintendent shall notify the teacher in writing indicating the expected means of correction and indicating a time period for correction.

Upon notification of a forthcoming formal reprimand, the teacher shall be entitled to have counsel present (legal, association, and/or lay) when he/she is being formally reprimanded, warned, or disciplined for any infraction of rules of delinquency in professional performance. Administration also has the right to counsel representation (legal and/or lay). "Formal" means written documentation.

ARTICLE 13: Reduction in Force

In the event that the School Board reduces the staff, the following procedures shall be utilized:

1. The Association shall be notified, in writing, of the Board's intent to reduce staff prior to March 31st, and/or in compliance with RSA 189:14-a, **whichever is earlier**.
2. Any bargaining unit member who is not certified but is in a teaching position shall be reduced first. Any bargaining unit member who has been determined with documented evidence to be deficient in the performance of his or her duties in accordance with the current Evaluation Plan shall be reduced next. If neither of these criteria accomplishes the necessary reduction, the member with the least seniority with the District shall be reduced first, provided, however, that IF the remaining teachers would NOT be certified in the positions they would be teaching then the member with the next least seniority will be reduced instead.
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. Bargaining Unit members shall only be allowed to move into positions for which they are certified and qualified. If a person being reduced does not require a unique certification, members in those positions will be moved to the certification area for which they are certified.
4. The seniority list shall be prepared/updated by the Board and posted in the Lempster Community School by September 15th each year. The Association shall verify this list by September 30th. Seniority, for this purpose, is based on the total number of years a bargaining unit member has been continuously employed by the Lempster School District as a bargaining unit member, and shall be computed from the date the member signed his/her initial contract with the Lempster School District.
5. Bargaining unit members who have been non-renewed pursuant to this Article shall have recall rights for three years. Recall shall be in the inverse order of layoffs. It is the responsibility of the member to keep the administration informed of his/her current mailing address and telephone number. It is the responsibility of the administration to notify members, including members RIF'd subject to this paragraph, of vacancies. This notification shall occur by certified mail, return receipt requested. Failure to respond to this notification within ten days of its receipt shall terminate all recall rights for that member.
6. In cases of layoff, bargaining unit members so affected shall retain all seniority accumulated and all leave days accumulated, (not to exceed 100), as of the effective date of layoff, and so long as they are subject to recall pursuant to this Article. If, during this period, the bargaining unit member takes a non-bargaining unit position within the district, it will not jeopardize

their RIF rights provided herein.

7. Teachers under contract obligation to another school district at the time of recall may be bypassed if unable to be released from such contract without loss of seniority. Such action shall not in any way affect the bargaining unit member's rights as guaranteed under this agreement.

ARTICLE 14: Grievance Procedure

A. Purpose: It is the policy of the Board and the Association that a sincere effort be made to resolve all problems informally if possible. However, both parties recognize that the formal grievance procedure must be available without any fear of discrimination because of its use.

B. Definitions:

1. A "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
2. A "teacher" is any person in the unit covered by this Agreement.
3. An "aggrieved party" is the teacher, group of teachers, or Association who submit a grievance or on whose behalf it is submitted.

C. Submission of Grievance:

1. Before submission of a written 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.
2. Each grievance shall be submitted in writing on the form approved by the Board and the Association and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time and the place where the alleged events or conditions constituting the grievance existed, and, if known, the identity of the persons responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
3. A grievance shall be deemed waived unless it is submitted in writing within twenty (20) school days after the aggrieved party knew or should have known of the events or conditions on which it was based.
4. A teacher or group of teachers may submit grievances which affect them personally and shall submit such grievance to the building principal. The Association may submit any grievance that involves a group or class of teachers.

D. Grievance Procedure:

1. The building principal shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the building principal, such aggrieved party may submit a copy of the grievance to the Superintendent of Schools. Such submission shall be made within five (5) school days of the determination made at this stage. If no response is received within five (5) school days after the submission of a grievance, the aggrieved may submit a copy of the grievance to the Superintendent of Schools within five (5) school days.

2. The Superintendent or his/her designated representative shall upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties written statement of his/her position with respect to it no later than ten (10) school days after it is received by him/her. If the aggrieved party is not satisfied with the response of the Superintendent, he/she may submit a written appeal to the School Board within ten (10) school days after it is received by him/her.
3. The School Board or its designated committee shall meet with the aggrieved Party within twenty (20) school days to attempt to resolve the matter. The Board shall communicate its decision in writing within ten (10) school days of the meeting.
4. In the event the aggrieved party is not satisfied with the decision of the School Board with respect to a grievance, it may, within ten (10) school days after receiving the statement, refer the grievance to binding arbitration. The following procedure shall be used to secure the services of an arbitrator:
 - a. The parties will attempt to agree upon a mutually satisfactory third party to serve as an arbitrator. If no agreement is reached within five (5) school days, the American Arbitration Association will be notified and requested to submit a roster of persons qualified to function as an arbitrator.
 - b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association to submit a second roster of names.
 - c. If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second list, the American Arbitration Association may be requested by either party to designate an arbitrator.
 - d. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she shall be bound by and must comply with all the terms of this Agreement. He/she shall have no power to add to, or delete from, or modify in any way any of the provisions of the Agreement. The arbitrator may award a "make whole recommendation" but may apply no penalty payments. The arbitrator shall have no power to make any award involving "cost items" beyond those appropriated by the School District.
 - e. The Board, the aggrieved, and the Association shall receive copies of the arbitrator's report. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.
 - f. The finding of the arbitrator shall be final and binding.

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

E. Rights of Teachers to Representation:

An aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her own option, by the Association or by no more than two representatives selected or approved by the Association.

When a teacher is not represented by the Association in the processing of a grievance, the Association shall, at the time of the submission of the grievance to the superintendent or any higher level, be notified by the Superintendent that the grievance is in process. The Association shall have the right to be present and present its position in writing at all hearing sessions held concerning such grievance and shall receive a copy of all decisions rendered.

The Board and the Association shall insure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal with respect to his/her personal grievance.

A. Note Taking:

The Administration reserves the right to have a note taker present and/or to be able to record any and all hearings that occur.

B. Records:

All documents, communications and records dealing with the processing of the grievance shall be filed provided, however, that such documents, communications, or records shall not be forwarded to any prospective employer of the grievant. A copy of such grievance (s) shall, upon request, be given to the employee.

ARTICLE 15: Leave for Illness or Disability

There will be fifteen (15) leave days per year. The fifteen (15) days are not differentiated as to illness, death in the family, or other extreme emergencies. Of the fifteen (15) days only four (4) may be used as personal days and for these at least twenty-four (24) hour notice shall be given. Leave days can accumulate to one hundred (100). No bargaining unit member shall be allowed more than two of the personal leave days, non-consecutively prior to or immediately following a long weekend or vacation, per year per person. The administration may request a doctor's note from a bargaining unit member who uses five (5) or more consecutive sick days.

Sick Leave Bank

The Board agrees to establish a sick leave bank to cover Bargaining unit members in the event an illness causes a sick bank contributing member to exceed his or her accumulated sick leave. The sick leave bank will be administered by a committee composed of three (3) members of the Association appointed by the association President(s). Rules for membership and participation in the sick leave bank will be established by the Association and will include the following:

- (A) The sick leave bank will be funded voluntarily by bargaining unit members at the start of each year to reach a maximum of ninety (90) days. Bargaining unit members will be allowed to contribute and participate in the sick bank but only on a pro-rated basis as determined by the partial FTE.
- (B) Unused sick leave days in the bank at the close of the school year will carry over into subsequent years only up to a maximum of ninety (90) days in total.
- (C) Contributing members may contribute a maximum of five (5) days in any school year to the sick bank and any days contributed will be deducted from that year's sick leave entitlement for the person making said contribution. In the event that unusual circumstances arise whereupon there is a need for Sick Bank leave that exceeds the contractual maximum levels, further contributions thereto may be allowed at the discretion of the Superintendent.
- (D) The Association will notify the Superintendent by September 30 of each year the names of individuals who will have donated days to the sick leave bank so that the said days may be deducted from the individual's yearly entitlement.
- (E) Individuals may not elect to receive sick leave benefits in lieu of disability benefits. Eligibility for sick leave benefits will terminate when an individual is eligible for disability benefits.
- (F) No one will, under any circumstances, be entitled to receive sick leave and disability benefits

at the same time.

- (G) New employees are not eligible for sick bank participation until they have worked for 120 calendar days.

ARTICLE 16: Parental Leave

Parental leave will be governed by Article 15, Leave for Illness or Disability. Days used for this purpose shall be charged to personal illness.

The provisions of this article shall apply to all members of the bargaining unit.

When foreseeable pregnant bargaining unit members must give thirty (30) days advance notice to the principal of the need to leave. In the event of unforeseen circumstances, bargaining unit members must give notice as soon as practicable.

After the birth of the child and upon proper notification, leave for personal illness may continue up to a maximum of twelve (12) weeks, or longer if the member is unable to return to work according to a written statement from the attending physician.

A temporary leave of absence, without pay, may be granted before and/or after leave for personal illness at the request of the member.

There shall be no loss of previously earned benefits as the result of leave under this article. A bargaining unit member on unpaid parental leave shall retain negotiated insurance benefits. If a unit member does not return to the District following parental leave they shall be responsible for reimbursing the District for the District's cost of said negotiated insurance benefits.

ARTICLE 17: Unpaid Leave of Absence

A. Academic Study, Foreign Exchange Program or Vocational Program

A leave of absence of one (1) year may be granted by the Lempster 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 his/her teaching area. Upon return from such leave for academic study or training, the teacher shall be placed on the salary schedule at the step 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.

Health:

1. Upon request and with a physician's recommendation, a bargaining unit member shall be granted an unpaid health leave of up to a maximum of one (1) year and forty- five (45) days. The Board has the right to request a second opinion by a physician of the bargaining unit member's choosing at the Board's expense.
2. After three (3) years service health leave of up to one (1) year may be granted for the purpose of caring for a spouse, son, daughter, or parent of the bargaining unit member.

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.

Child-Rearing:

A leave of absence of up to one (1) year may be granted to any member for the purpose of child-rearing.

Discretionary Leave:

1. The School Board may, at their discretion, extend any unpaid leave that has been granted to a member.
2. 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.

F. General Provisions:

1. Return from leave shall coincide with the beginning of the school year. Return during the school year shall be at the discretion of the School Board. A member returning shall be assigned to a position for which he/she is certified. Should the same position no longer exist, the Reduction in Force procedure (Article 13) 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.

2. 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.
3. Members on 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.
4. Earned benefits shall be retained after all unpaid leaves of absences.
5. Any member who accepts a full-time position of employment shall have broken loyalty to the district and termination procedures shall begin.

ARTICLE 18: Sabbatical Leave

The Board recognizes the concept and common practices of sabbatical leaves. The potential long-term value to the District and the Individual Teacher is also acknowledged and understood.

For a sabbatical to be a practical reality for a teacher, significant funding and continuation of benefits are prerequisites.

The Board wishes to support the concept of Sabbatical Leave and would seek to achieve the eventual realization of such a program beginning with a process of information to the District.

ARTICLE 19: Staff Development and Professional Improvement

The SAU 71 Staff Development Master Plan requires that all members of the bargaining unit shall complete the minimum requirements of the Staff Development Master Plan of approved in- service activity during every three year period.

Members of the bargaining unit will notify the superintendent's office by September 30th if they are planning to take any college courses during the current school year by filling out and submitting the approved Staff Development Intent Reimbursement Form. The superintendent shall notify all new and or recalled teachers that they have a 30 day window of opportunity to apply for such reimbursement, the 30 day period beginning with their first work day. The superintendent will indicate acceptance of the planned application for reimbursement by signing the application and returning a copy thereof to the bargaining unit member.

The Board will reimburse individual members of the bargaining unit for approved staff and/or professional development activities including graduate level courses and workshops related to their area of certification, or to other individual, school, or District goals.

Up to one hundred (100%) percent reimbursement will be limited to:

A. The cost of tuition at the prevailing New Hampshire resident rate for one, three (3) credit graduate course at Plymouth State University or one, four (4) credit course at Keene State College plus mandatory fees, but excluding lodging, meals, and travel. Course tuition reimbursement depends on satisfactory completion of the course, documented by a grade report signifying a grade of B or higher or Pass if the course is taken on a Pass/Fail basis, as well as on submission to the Superintendent of receipt of payment for said coursework. Reimbursement shall occur no later than forty-five (45) days after the reimbursement request.

OR B. Conference and workshop fees, not to exceed the cost of tuition at the prevailing New Hampshire resident rate for one, three (3) credit graduate course at Plymouth State University or one, four (4) credit course at Keene State College plus mandatory fees, but excluding lodging, meals, and travel.

Reimbursement depends on satisfactory completion of the conference or workshop as well as on submission to the Superintendent of receipt of payment for said coursework or conference/workshop, and shall occur no later than forty-five (45) days after the reimbursement request.

Bargaining unit members may choose not to fulfill their intent to take college courses without penalty from the Board or Superintendent.

Reimbursement under this Article shall not exceed a total of \$10,000 which shall be distributed on a first come basis determined by the submission of the Staff Development Intent Reimbursement Form.

Bargaining unit members must notify the Superintendent of anticipated eligibility for advancement on track before December 1 of the school year prior to their attaining such eligibility. Dependent upon satisfactory completion of the requirements to make such

advancement, the cost thereof will be incorporated into the following year's budget.

ARTICLE 20: Extracurricular Activities

Teachers may accept assignments to lead after school extracurricular student activities such as sports and clubs sponsored by the Lempster School District.

The parties understand that acceptance of an extracurricular assignment by a teacher is voluntary. The assignment will be equivalent to appointment for the school year of the designated period the activity will run.

Resignation from an extracurricular assignment will not affect the employee's individual teaching contract.

Compensation for extracurricular activities will be in accordance with the salary schedule as it appears in Appendix B. Extracurricular activities funding will be included in the Annual Lempster School District Budget.

ARTICLE 21: Insurance Benefits

The Board shall make payment of insurance premiums for each employee to assure coverage for the full twelve (12) month period commencing September 1st and ending August 31st. Bargaining unit members must sign up for the coverage prior to September 1st or have completed a full year's contract.

Members entitled to benefits may choose to receive a \$2,000.00 payment in lieu of the contract's health insurance provided that they submit proof of health insurance coverage outside of the district and provided that the district is made aware of this choice in writing.

In the event that a bargaining unit member, absent because of illness or injury, exhausts sick leave accrual, the benefits enumerated below shall continue until the end of the contract year upon physician's verification.

A. Health Insurance:

The District shall provide a choice of health insurance plans from the New Hampshire Municipal Association Anthem or an agreed upon health care insurance provider enumerated below to all bargaining unit members working 75% of full-time or more beginning with the first year of employment with the District. Members may choose individual, two person or family coverage. Members and the District shall be responsible for payment of the following percentages of monthly premiums.

AB10 Plan with the 10/20/45 Prescription Plan

	Member	District
Single -	15%	85%
Two Person	15%	85%
Family	15%	85%

Employees working between 50-74% of full-time shall receive a \$500.00 contribution from the District to an FSA after their first four weeks of employment. This amount shall be available to the employee on January 1st of each year beginning in 2010. An employee who becomes qualified after January 1st of any year shall receive a pro-rated contribution. The parties shall continue to investigate the possibility of making this contribution in an alternative, mutually satisfactory, manner.

For employees working 20-74%, the Board will also provide up to \$1200 to offset health insurance related expenses.

Employees who have not worked a full year in the Lempster School District shall receive monthly payments that will be calculated at a rate of \$120 for each month worked.

Part-time members of the bargaining unit may access the District Health and Dental insurance

plans during the open enrollment period, and will pay the full premium for the plans chosen through payroll deductions.

B. Dental Insurance

The Lempster Community School District will provide for Northeast Delta Dental Coverage or its equivalent, paying 100% of Plan 1A for eligible employees.

C. Life Insurance

The Lempster Community School District shall pay 100% of the premium payments for Group Term Life Insurance with the death benefit being the employee's salary rounded to the nearest thousand dollars.

D. Long-Term Disability Insurance

The Lempster Community School District shall pay 100% of the premium payments for Long Term Disability Income with a monthly benefit of 66-2/3%, of salary, with an elimination period of either accumulated sick days, or ninety (90) consecutive calendar days whichever is greater.

ARTICLE 22: Management Rights

If the legislative body rejects any part of the submission, or while accepting the submission takes any action which would result in a modification of the terms of the cost item submitted to it, either party may reopen negotiations on all or part of the entire agreement.

This Agreement constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written, signed amendment to this Agreement. The Association agrees that all negotiable items have been discussed during the negotiations leading to this Agreement, and agrees that negotiations will not have to be reopened on any items, whether contained in this Agreement or not, nor will negotiations be reopened on the impact of any permissible management action during the life of this Agreement. The operation of the schools and the direction of the staff are vested exclusively in the School Board.

ARTICLE 23: Savings Clause

If any provision of this 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 by the court.

ARTICLE 24: Retirement Benefit

The Lempster School District will financially support payment of a Retirement Benefit-Service Longevity Package.

The number of teachers who can retire or choose the Service Longevity Package will be one, unless the Lempster School Board approves additional applicants. If more than one teacher applies for any year, the Lempster School Board will use seniority as the determining factor.

To be eligible for this Retirement Benefit-Service Longevity Package, there are two possible options available.

Those teachers who have 10 or more years of service to the Lempster or Goshen-Lempster School Districts by June 30, 2017 will be qualified for the following benefit:

1. They must be at least fifty-five (55) years old at the date of retirement.
2. Have completed a minimum of ten (10) years of service in the Lempster or Goshen-Lempster School District.
3. Provide written notice to the Lempster School Board of the intent to retire by November 1 of the school year preceding the final school year before retirement.

The retirement benefit is comprised of parts A and B:

1. **Unused Sick Leave:** Any teacher who is retiring shall receive two thirds (2/3) of the current substitute teacher pay per day for all unused sick leave up to one hundred (100) days. This would be paid as one cash payment at the official date of retirement.
2. **Salary Stipend:** A salary stipend equal to 30% of the retiree's final year salary will be calculated and paid to the employee as part of their salary and regular pay schedule during their final school year. This stipend can be paid into a tax deferred annuity at the choice of the teacher.
3. In no event shall the combined retirement benefit exceed the amount which would result in the District being assessed any cost of the benefit pursuant to N.H. RSA 100-A:16, III-a (d).

Teachers who do not qualify for the benefit above may apply for the following benefit:

1. They must be at least fifty-five (55) years old at the date of retirement.
2. Have completed a minimum of fifteen (15) years of service in the Lempster or Goshen-Lempster School District.
3. Provide written notice to the Lempster School Board of the intent to retire by November 1 of the school year preceding the final school year before retirement.

Their Retirement Benefit-Service Longevity Package is comprised of the following:

1. **Unused Sick Leave:** Any teacher who is retiring shall receive two thirds (2/3) of the current substitute teacher pay per day for all unused sick leave up to one hundred (100) days. This would be paid as one cash payment at the official date of retirement.
2. **Salary Stipend:** A salary stipend equal to 20% of the retiree's final year salary will be calculated and paid to the employee as part of their salary and regular pay schedule during

their final school year. This stipend can be paid into a tax deferred annuity at the choice of the teacher.

3. In no event shall the combined benefit exceed the amount which would result in the District being assessed any cost of the benefit pursuant to N.H. RSA 100-A:16, III-a (d).

ARTICLE 25: Intellectual Property

Curriculum, books, or other teaching materials that are created by a bargaining unit member on his/her own time shall be the property of the individual who created the materials. If created while an employee of the Lempster School District, the employee shall provide a license to allow the use of the property by the Lempster School District at no charge. Distribution of such property outside of the Lempster School District shall be controlled by the creator of the property.

ARTICLE 26: Recertification or Relicensing Reimbursement

The District shall reimburse teachers for recertification or relicensing fees when a copy of the recertification or relicensing is received by the District. The District shall only reimburse teachers for recertification or relicensing fees for subjects or positions for which the employee teaches or holds in the District.

ARTICLE 27: Duration This Agreement shall be effective July 1, 2022 through June 30, 2025.

LEMPSTER EDUCATION ASSOCIATION

By: Ang Murray Chairperson, Negotiations Committee

Date: 4/15/2022

By: Angela Conk Ferland Association President

Date: 4/15/2022

LEMPSTER SCHOOL BOARD

By: Kelly S. C. Chair Chairperson, Negotiations Committee

Date: 5/11/2022

By: Kelly S. C. Chair Chairperson, School Board

Date: 5/11/2022

APPENDIX A

2021-2022 Salary Schedule

BA Step 1 Increase 1.5% MA Index 4.0%
 Step Index 2.7% Track Index 2.7%

2022-2023 Salary Schedule

BA Step 1 Increase 3.0% MA Index 4.0%
 Step Index 2.7% Track Index 2.7%

2021-2022 Salary Schedule						2022-2023 Salary Schedule						
BA	BA+15	BA+30	MA	MA+15	MA+30	BA	BA+15	BA+30	MA	MA+15	MA+30	
\$37,266	\$38,272	\$39,306	\$40,878	\$41,982	\$43,115	0	\$38,384	\$39,421	\$40,485	\$42,104	\$43,241	\$44,409
\$38,272	\$39,306	\$40,367	\$41,982	\$43,115	\$44,279	1	\$39,421	\$40,485	\$41,578	\$43,241	\$44,409	\$45,608
\$39,306	\$40,367	\$41,457	\$43,115	\$44,279	\$45,475	2	\$40,485	\$41,578	\$42,701	\$44,409	\$45,608	\$46,839
\$40,367	\$41,457	\$42,576	\$44,279	\$45,475	\$46,703	3	\$41,578	\$42,701	\$43,853	\$45,608	\$46,839	\$48,104
\$41,457	\$42,576	\$43,726	\$45,475	\$46,703	\$47,964	4	\$42,701	\$43,853	\$45,038	\$46,839	\$48,104	\$49,402
\$42,576	\$43,726	\$44,906	\$46,703	\$47,964	\$49,259	5	\$43,853	\$45,038	\$46,254	\$48,104	\$49,402	\$50,736
\$43,726	\$44,906	\$46,119	\$47,964	\$49,259	\$50,589	6	\$45,038	\$46,254	\$47,502	\$49,402	\$50,736	\$52,106
\$44,906	\$46,119	\$47,364	\$49,259	\$50,589	\$51,954	7	\$46,254	\$47,502	\$48,785	\$50,736	\$52,106	\$53,513
\$46,119	\$47,364	\$48,643	\$50,589	\$51,954	\$53,357	8	\$47,502	\$48,785	\$50,102	\$52,106	\$53,513	\$54,958
\$47,364	\$48,643	\$49,956	\$51,954	\$53,357	\$54,798	9	\$48,785	\$50,102	\$51,455	\$53,513	\$54,958	\$56,442
\$48,643	\$49,956	\$51,305	\$53,357	\$54,798	\$56,277	10	\$50,102	\$51,455	\$52,844	\$54,958	\$56,442	\$57,966
\$49,956	\$51,305	\$52,690	\$54,798	\$56,277	\$57,797	11	\$51,455	\$52,844	\$54,271	\$56,442	\$57,966	\$59,531
\$51,305	\$52,690	\$54,113	\$56,277	\$57,797	\$59,357	12	\$52,844	\$54,271	\$55,736	\$57,966	\$59,531	\$61,138
\$52,690	\$54,113	\$55,574	\$57,797	\$59,357	\$60,960	13	\$54,271	\$55,736	\$57,241	\$59,531	\$61,138	\$62,789
\$54,113	\$55,574	\$57,074	\$59,357	\$60,960	\$62,606	14	\$55,736	\$57,241	\$58,787	\$61,138	\$62,789	\$64,484
\$55,574	\$57,074	\$58,615	\$60,960	\$62,606	\$64,296	15	\$57,241	\$58,787	\$60,374	\$62,789	\$64,484	\$66,225
Off Step	2.5%					Off Step	3.0%					

2023-2024 Salary Schedule

BA Step 1 Increase	2.5%	MA Index	4.0%
Step Index	2.7%	Track Index	2.7%

2024-2025 Salary Schedule

BA Step 1 Increase	2.5%	MA Index	4.0%
Step Index	2.7%	Track Index	2.7%

BA	BA+15	BA+30	MA	MA+15	MA+30		BA	BA+15	BA+30	MA	MA+15	MA+30
\$39,344	\$40,406	\$41,497	\$43,157	\$44,322	\$45,519	0	\$40,327	\$41,416	\$42,534	\$44,236	\$45,430	\$46,657
\$40,406	\$41,497	\$42,617	\$44,322	\$45,519	\$46,748	1	\$41,416	\$42,534	\$43,683	\$45,430	\$46,657	\$47,917
\$41,497	\$42,617	\$43,768	\$45,519	\$46,748	\$48,010	2	\$42,534	\$43,683	\$44,862	\$46,657	\$47,917	\$49,210
\$42,617	\$43,768	\$44,950	\$46,748	\$48,010	\$49,306	3	\$43,683	\$44,862	\$46,074	\$47,917	\$49,210	\$50,539
\$43,768	\$44,950	\$46,163	\$48,010	\$49,306	\$50,638	4	\$44,862	\$46,074	\$47,318	\$49,210	\$50,539	\$51,903
\$44,950	\$46,163	\$47,410	\$49,306	\$50,638	\$52,005	5	\$46,074	\$47,318	\$48,595	\$50,539	\$51,903	\$53,305
\$46,163	\$47,410	\$48,690	\$50,638	\$52,005	\$53,409	6	\$47,318	\$48,595	\$49,907	\$51,903	\$53,305	\$54,744
\$47,410	\$48,690	\$50,005	\$52,005	\$53,409	\$54,851	7	\$48,595	\$49,907	\$51,255	\$53,305	\$54,744	\$56,222
\$48,690	\$50,005	\$51,355	\$53,409	\$54,851	\$56,332	8	\$49,907	\$51,255	\$52,639	\$54,744	\$56,222	\$57,740
\$50,005	\$51,355	\$52,741	\$54,851	\$56,332	\$57,853	9	\$51,255	\$52,639	\$54,060	\$56,222	\$57,740	\$59,299
\$51,355	\$52,741	\$54,165	\$56,332	\$57,853	\$59,415	10	\$52,639	\$54,060	\$55,519	\$57,740	\$59,299	\$60,900
\$52,741	\$54,165	\$55,628	\$57,853	\$59,415	\$61,019	11	\$54,060	\$55,519	\$57,018	\$59,299	\$60,900	\$62,545
\$54,165	\$55,628	\$57,130	\$59,415	\$61,019	\$62,667	12	\$55,519	\$57,018	\$58,558	\$60,900	\$62,545	\$64,233
\$55,628	\$57,130	\$58,672	\$61,019	\$62,667	\$64,359	13	\$57,018	\$58,558	\$60,139	\$62,545	\$64,233	\$65,968
\$57,130	\$58,672	\$60,256	\$62,667	\$64,359	\$66,096	14	\$58,558	\$60,139	\$61,763	\$64,233	\$65,968	\$67,749
\$58,672	\$60,256	\$61,883	\$64,359	\$66,096	\$67,881	15	\$60,139	\$61,763	\$63,430	\$65,968	\$67,749	\$69,578

Off Step 3.0%

Off Step 3.0%

APPENDIX B

EXTRACURRICULAR SALARY SCHEDULE

All Categories will be calculated and then rounded from a base of \$35,992.

Category A @ 3% or \$1,100

Yearbook Advisor

Category B @ 2.5% or \$900

Eighth Grade Advisor

Head Coach – Soccer (1)

Head Coach – Basketball (2)

Category C @ 2% or \$725

Sports Coordinator (1)

Track Coach (2)

Cheerleading Coach (1)

Eighth Grade Fundraiser (1)

Persons to fill these positions will be appointed each year. A written contract for this stipend will be provided. If more than one person is hired for the position, then the rate will be divided among them.

The Board may choose to add additional extracurricular activities and the salaries for these positions will be mutually agreed upon by the Board and the LEA. The two sides agree that a committee will be formed to study a possible restructuring of the scale outlined above, and that compensation should reflect a combination of expertise required, responsibility assumed, and time invested.

APPENDIX C

GRIEVANCE ADJUSTMENT FORM A

COMPLAINT BY THE AGGRIEVED PERSON: (A grievance shall be deemed waived unless it is submitted in writing within thirty (30) school days after the aggrieved party knew or should have known of the events or conditions on which it is based.)

NAME OF COMPLAINANT

DATE OF FILING

HOME ADDRESS

HOME TELEPHONE NUMBER

POSITION HELD

SCHOOL PRINCIPAL

STATEMENT OF GRIEVANCE:

PROVISION OF PROFESSIONAL AGREEMENT VIOLATED:

ACTION REQUESTED:

Signature of Complainant

APPENDIX C

GRIEVANCE ADJUSTMENT FORM B

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

_____COMPLAINANT_____SCHOOL

_____DATE OF FILING_____PRINCIPAL

DECISION OF THE PRINCIPAL AND REASON THEREOF:

DATE OF THE DECISION: _____

Signature of Administration

GRIEVANT'S RESPONSE: (To be completed by Aggrieved within five (5) school days of decision and sent to Association's Grievance Chairman.)

_____ I ACCEPT THE ABOVE DECISION.

_____ I HEREBY REFER THE ABOVE DECISION TO THE SUPERINTENDENT OF SCHOOLS.

DATE OF RESPONSE: _____

Signature of Complainant

APPENDIX C

GRIEVANCE ADJUSTMENT FORM C

DECISION OF THE SUPERINTENDENT: (To be completed within ten (10) school days after the receipt of the written grievance.)

_____COMPLAINANT

_____SCHOOL

DATE OF FILING GRIEVANCE

PRINCIPAL

DECISION OF THE SUPERINTENDENT AND REASON THEREFORE:

DATE OF DECISION: _____

Signature of Superintendent

GRIEVANT'S RESPONSE: (To be completed by Aggrieved within ten (10) school days of decision and sent to Association's Grievance Chairman.)

_____ I ACCEPT THE ABOVE DECISION.

_____ I HEREBY REFER THE ABOVE DECISION TO THE ASSOCIATION'S GRIEVANCE COMMITTEE FOR REFERRAL TO THE SCHOOL BOARD.

DATE OF RESPONSE: _____

Signature of Complainant

APPENDIX C

GRIEVANCE ADJUSTMENT FORM D

DECISION OF THE SCHOOL BOARD: (To be completed within ten (10) school days of the meeting.)

AGGRIEVED PERSON

DATE OF FORMAL GRIEVANCE PRESENTATION: _____

SCHOOL

PRINCIPAL

DECISION OF THE SCHOOL BOARD AND REASONS THEREFORE:

DATE OF DECISION: _____

Signature of School Board Representative

AGGRIEVED PERSONS RESPONSE: (To be completed by Aggrieved within ten (10) school days of receipt of decision and sent to the School Board and The Association's Grievance Chairman.)

_____ I (DO) (DO NOT) ACCEPT THE ABOVE DECISION.

DATE OF RESPONSE: _____

Signature of Complainant

APPENDIX C

GRIEVANCE ADJUSTMENT FORM E

GRIEVANCE COMMITTEE REVIEW: (To be completed by Association Grievance Committee Chairman within ten (10) school days of referral.)

GRIEVANT

DATE OF FILING GRIEVANCE: _____

CHAIRMAN OF GRIEVANCE COMMITTEE

DATE REFERRAL RECEIVED BY GRIEVANCE COMMITTEE: _____

DECISION OF THE 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 ARBITRATION.

Date of Opinion: _____

Signature of Grievance Committee Chairman

APPENDIX E

Please return your requests to the office by September 30th- Lempster School District.

BUDGET REQUEST FOR TUITION REIMBURSEMENT FOR COLLEGE COURSES, WORKSHOPS, AND SEMINARS

Name: _____ School Year: _____

College Course 2213-240

___ I hereby request approval of the following course for tuition reimbursement:

Name or Subject of Course: _____

Institution: _____ ?

Semester: _____

Number of Credits: _____

Workshop/Seminar 2213 - 320

___ I hereby request approval of the following workshop(s)/Seminar(s):?

Name or Subject of Workshop/Seminar: _____

Institution: _____ ?

Date(s): _____

Staff Signature

Date

Superintendent Signature

Date*

* Superintendent will return a signed copy to staff member