

Agreement Between

Lyme School Board

and

Lyme Education Association/NEA-NH

July 1, 2020 – June 30,
2024

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ARTICLE I RECOGNITION

The Board and the LEA shall jointly petition the PELRB to modify the unit certification with the Certificate of Representative and Order to Negotiate to be consistent with the bargaining unit described within this agreement.

- A. The Board recognizes the Lyme Education Association/NEA-NH as the exclusive representative of all full time and part time professional employees of the Lyme School District whether under contract or on leave who are required to hold certification from the New Hampshire Department of Education as teachers. Superintendents, District Administrator, Academic Director, special education directors, principals, assistant principals, nurses, instructional assistants, and independent contractors are specifically excluded from the bargaining unit.

The Board recognizes the Lyme Education Association/NEA-NH for the purpose of negotiating in good faith in an effort to reach mutual understanding and agreement on those matters that are subject to negotiations; specifically terms and conditions as defined in RSA 273-A.

This recognition shall not preclude the Board from communicating with, consulting with, or dealing with any individual professional employee or group of professional employees for purposes the School Board shall deem desirable in the discharge of its responsibilities, nor shall it preclude any professional employee from appearing before the School Board to be heard.

- B. The following definitions shall be obtained in this document:

Professional Employee: Any member of the certified bargaining unit.

Part-Time Professional Employee: Any member of the certified bargaining unit whose assigned duties require him/her to be regularly present for less than the usual full school day.

Part-time professional employees shall be entitled to the same benefits as other professional employees, pro-rated in accordance with time worked (e.g., a person working half time shall be entitled to half of whatever benefits are applicable).

Representative: Any bargaining unit member(s) of the Association or the Lyme School Board authorized to act in their behalf.

Negotiation is the obligation of the public employee organization certified by the Public Employee Labor Relations Board as the exclusive representative of the bargaining unit to negotiate in good faith.

Good faith negotiations involves meeting at reasonable times and places in an effort to reach an agreement on the terms of employment and to cooperate in

mediation and fact finding required by RSA 273-A. The obligation to negotiate in good faith shall not compel either party to agree to a proposal or to make a concession.

Association means the Lyme Education Association/NEA-NH, or representative thereof.

PELRB means Public Employees Labor Relations Board.

ARTICLE 2 NEGOTIATION PROCEDURE

On or before October 1 of the appropriate year, the Association shall present to the Board its request in writing concerning terms and conditions of employment. On or before October 15, the Board shall respond with proposed dates to begin negotiations. Any agreement reached shall be reduced to writing and signed by the Board and the Association. Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding on the Board, unless and until the necessary appropriations have been made by the voters. The Board shall make a good faith effort to secure the funds necessary to implement such agreements. If such funds are not forthcoming, the Board and the Association shall resume negotiations regarding salaries and direct economic benefits if affected thereby in accordance with the provisions of the Agreement.

If the parties reach impasse, impasse will be resolved in accordance with the provisions of RSA 273-A.

The parties shall share equally all fees and costs of mediation and fact-finding required.

ARTICLE 3 GRIEVANCE PROCEDURE

The following definition of terms and coverage in addition to those in the general definition section above shall obtain in this grievance article:

Grievance shall mean any claim by a grievant that there has been a violation or the improper, incorrect or wrongful interpretation or application of this agreement concerning them. Grievance as defined here shall not include any complaint by a probationary professional employee, which arises by reason of his/her not being employed.

Grievant shall mean a professional employee or the Lyme Educational Association

submitting the grievance.

The following grievance procedure is agreed to:

- A. A grievance shall be considered only if submitted in writing to the Academic Director of the school in which the affected professional employee or employees work before expiration of twenty (20) school days from the day on which the grievant first knew or reasonably should have known of the alleged act, omission to act or occurrence giving rise to the grievance. Such written notice shall briefly state the nature of such act, omission to act, or occurrence, the date of the occurrence, the provision of the Agreement violated, as well as the alleged harm suffered as a result.
- B. The Academic Director, the grievant, and an official of the Association shall informally discuss the grievance in an attempt to resolve the matter. The grievant may invite any member of the bargaining unit and the Academic Director may invite any witness to the grievance into these discussions. The Academic Director shall render his/her decision in writing, briefly stating his reasons thereof before the expiration of ten (10) school days from the day on which the grievance was submitted.
- C. If the decision of the Academic Director does not resolve the grievance to the satisfaction of the grievant, the latter, before the expiration of seven (7) school days from the date of the receipt of the decision of the Academic Director, may appeal the decision to the District Administrator. Such appeal shall be in writing and shall briefly specify the nature of the alleged act, omission to act or occurrence giving rise to the grievance, the date of the occurrence, the provision of the Agreement violated, the nature and extent of the alleged harm suffered as a result, and the basis for the grievant's objection to the Academic Director's decision.
- D. The District Administrator, the Academic Director, the grievant, an official of the Association, and, at the option of the grievant, and/or the administrator, another member of the bargaining unit of this contract, or any witness to the grievance, shall meet informally to discuss the appeal in an attempt to resolve the matter before the expiration of ten (10) school days from the date on which the grievant filed his/her appeal.
- E. The District Administrator shall render a decision in writing with respect to the appeal before expiration of five (5) school days from the day on which the meeting with the District Administrator occurred.
- F. If the decision of the District Administrator does not resolve the grievance to the satisfaction of the grievant, the grievant, no later than seven (7) school days after receipt of the decision of the District Administrator, may appeal that decision to the Board. The appeal shall be submitted in writing to the District Administrator who shall attach all related papers and forward the appeal to the Board.
- G. The Board, or a committee thereof, shall grant the grievant a hearing within fifteen (15)

school days of the District Administrator's receipt of the appeal. Both parties will be allowed counsel.

- H. The Board shall communicate its decision in writing to the District Administrator, the grievant, and the representative of the Association within ten (10) school days of the date of the hearing.
- I. If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, the grievant, no later than twenty (20) school days after receipt of the decision of the Board and only with support of the Lyme Education Association, may submit a written request to the District Administrator that the grievance be submitted to arbitration.
- J. No later than fifteen (15) school days after the District Administrator's receipt of such a request, the grievance will be submitted to arbitration under the rules and procedures of the American Arbitration Association. If the Lyme Education Association declines to submit the grievance to arbitration, the grievance is terminated.
- K. The arbitrator shall be without power to make a decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement. The arbitrator shall be empowered to award financial reimbursement or make any other order deemed proper within the confines of the contract.
- L. The decision of the arbitrator as provided above shall be binding.
- M. The cost of such arbitration shall be shared equally by the District and the Association. Failure at any step of this procedure to communicate a decision on a grievance within the time limit specified shall permit the grievant to proceed to the next step. Failure by a grievant at any step of this procedure to appeal a grievance at the next step within a time limit specified shall be deemed a waiver of further appeal of the decision.
- N. The grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the district.
- O. A grievance not settled by the end of the school year shall continue on the same time schedule, each week day to be considered a school day.
- P. The meetings with the Academic Director and the District Administrator shall not be open to the public. The hearing before the Board or committee thereof shall be closed unless the grievant or other individuals whose reputations might be affected choose to open such hearing to the public.

ARTICLE 4
EMPLOYEE EVALUATION

- A. It is recognized that the school administration and the Board have the sole authority and responsibility for all matters relating to evaluation except for those procedural aspects of evaluation enumerated in the Lyme Evaluation Plan. It is the continuing goal of the LEA, the school administration and the Board to utilize a process that facilitates candid appraisal of teacher performance while encouraging the continuous improvement of each teacher's professional work. To achieve that goal, the Lyme Evaluation Plan (attached to this Agreement and incorporated as Appendix D) was developed by a joint committee of Administration, Board, and LEA representatives and approved by the Board and the LEA in 2013. Implementation of the new plan is on-going and continues to be under review.
- B. Evaluations shall be conducted according to the Lyme Evaluation Plan. The Lyme Evaluation Plan may be changed by mutual written consent of the LEA and the Board.
- C. All monitoring of work performance shall be conducted openly and with full knowledge of the professional employee being monitored.
- D. A professional employee shall have the right, upon request, to review the contents of his/her official personnel file and receive copies of any documents contained therein. A professional employee shall be entitled to have a representative of the Association present during such a review.

Employees will be notified in writing within 5 days when any item is placed in an employee personnel file. No material derogatory to a professional employee's conduct, service, or character, or personality shall be placed in the official personnel file unless and until the professional employee has had an opportunity to review the material. The professional employee shall acknowledge the opportunity to review such material by affixing his/her signature, which in no way indicates agreement with the contents thereof. The professional employee shall also have the right to submit a written comment on such material; such comment shall be reviewed by the District Administrator or his/her designee and attached to the file copy.

E. Final evaluation of a professional employee upon termination of employment shall be concluded prior to conclusion of the employment, and no evaluative documents and/or other evaluative material shall be placed in the official personnel file of an employee after that date.

F. Confidentiality procedures will be in keeping with State statutes and guidelines.

ARTICLE 5 DISCIPLINARY ACTION & PROVISIONS FOR HEARING

No teacher shall be disciplined without just cause. All information forming the basis for

disciplinary action will be made available to the teacher. This provision shall not, however, apply to evaluation of professional employees made pursuant to Article 4. All written material in the possession of the district officer and/or School Board forming the basis for such disciplinary action will be made available to the professional employee prior to the hearing.

Alleged delinquencies or breaches of policy or rules shall be reported to the offending teacher in writing. At all formal meetings or hearings, the teacher shall be entitled to have present counsel (legal, Association, and/or lay), at their expense, when s/he is being disciplined. Such meetings may not be unreasonably delayed because of unavailability of specific counsel.

For the purposes of this article discipline is defined as suspension, written reprimand, or written warning. Discipline does not include dismissal or non-renewal which is governed exclusively by statute under RSA 189:13, 189:14A, and 189:148.

ARTICLE 6 REDUCTION IN FORCE

If it becomes necessary to decrease the number of professional employees due to, but not limited to, changes in the pupil population, curriculum changes, or budget limitations within the School District, the School District may reduce the necessary number of employees subject to the provisions hereof.

If a reduction is deemed necessary, they will first be accomplished through attrition, through resignations or retirements. If a reduction is still necessary after attrition, the School District will next consider certification and Highly Qualified status. Any teacher who is not certified for the position held or Highly Qualified in the subject area taught shall be laid off first.

Any further reductions shall be in the inverse order of the appointment of such professional employees assuming appropriate certification is held or can be attained by

June 30. Professional employees not tenured as of June 30 may be reduced in any order.

A professional employee on continuing contract who has been reduced shall be offered any vacancy in the School District occurring within two (2) school years in inverse order of his/her being reduced, provided the professional employee is certificated to fill the vacancy, and provided further the professional employee has notified the School Administrative Unit office in writing prior to June 30 of each year that he/she wishes to be rehired and holds current certification. Such reinstatement shall not result in a loss of credit for previous years of service.

Order of appointment to determine seniority shall be based on the date of commencement of teaching in the classroom, not the date of contract signing, unless dates of commencement are identical.

No professional employee may be prevented from securing other employment during the period he/she is reduced under this Article. Professional employees on reduction may be placed on the substitute teachers list.

ARTICLE 7 CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT

In the event that this District shall be combined with one or more districts, the Board assures the continued employment of current employees in the consolidated district through the first full year of operation of the newly constituted school district. In addition, professional employees are guaranteed right of continuing contract and all fringe benefits, including accumulation of same, as were in effect in the previously constituted legal entity.

Action by the Lyme School District providing for the tuitioning of grades seven and eight to another school district shall not be construed to mean a consolidation or other reorganization of the District. In the event of such action to tuition, the freedom of the Lyme School Board to reduce staffing at the middle school level shall not be restricted in any way.

ARTICLE 8 SUBSTITUTES FOR SPECIALISTS

Reasonable effort will be made by the administration to acquire the services of reasonably qualified substitutes to cover absences of music, art, and physical education professional employees.

ARTICLE 9 WORKERS' COMPENSATION

Personal Injury: Absence due to injury incurred in the course of the professional employee's employment shall not be charged against his/her sick leave days. The Board shall pay to such professional employee that portion of regular salary and benefits which, together with pay from the Workers' Compensation Act, equals normal salary for the period.

ARTICLE 10 TEACHER PROTECTION

Any injury suffered by a professional employee as a result of a physical assault by a student shall not result in any loss of pay during any required medical absence nor would such absence reduce the professional employee's accumulated sick leave.

ARTICLE 11 RIGHTS OF THE PARTIES

For so long as the Association legally represents the members of the bargaining unit for the purpose of collective negotiations, the Board agrees not to negotiate terms and conditions of employment with any professional employees' group other than the Association. This shall not prevent the Board from communicating or consulting with any individual professional employee or group of professional employees for any purpose the Board shall deem desirable in the discharge of its responsibilities.

The Association and its representatives shall have the right to use the school buildings at all reasonable hours for meetings, provided such meetings not occur during the regular school hours, and to use school facilities and equipment without charge when such facility/equipment is not otherwise in use. Expendable equipment and materials shall be paid for at cost by the Association.

Those members of the bargaining unit so designated by the Association shall be permitted to place notices, circulars and other materials in the professional employee's mailboxes, and to post notices on the bulletin board in the professional employees' common room of each building, and the Association shall be given one (1) hour in the orientation program for new employees to explain Association activities, with the Principal having ultimate responsibility for its scheduling.

At the beginning of each year of the Agreement, LEA shall be credited with up to three (3) days to attend Association meetings at state or national levels {no more than one person at a time}, and with five (5) days prior notice.

There shall be no reprisals by either the Board or the Association against any professional employee by reason of membership {or lack of membership} in the

Association or participation (or lack of participation) in its lawful activities, nor shall reprisals be taken against a professional employee as a result of participation in the grievance or arbitration procedure provided by this agreement.

Agenda: The Board agrees to make available to the Association two (2) copies of the agenda for each Board meeting and resulting Board minutes in the same mailing as is used to send agenda and minutes to members of the School Board.

ARTICLE 12 CALENDAR

The Lyme School Board reserves the unilateral right to construct and approve the school year calendar. The Board agrees to request suggestions from the professional staff relative to such calendar prior to its final adoption. Of the 5 non-student contact days (per article 29), one day will be utilized on school grounds to prepare materials, instructional space, and curriculum immediately prior to the start of the school year. The number of annual contracted days (185) will be fulfilled no later than two (2) weeks after the conclusion of the school year, and before July 1st of that year.

ARTICLE 13 VOLUNTARY DUES DEDUCTION

Deduction Agreement: It is agreed by and between the District and the Association that upon receipt of written authorization thereof, signed by the professional employee, the District shall deduct an amount to provide monthly payment of dues for membership in the Lyme Education Association, New Hampshire Education Association, and the National Education Association from the regular salary check of such employee on the regular pay schedule and that the amount so deducted pursuant to such authorization of the professional employee shall be promptly remitted directly to the Lyme Education Association.

Revocation of Deduction: It is further agreed by and between the District and Association that such authorization for deduction of dues shall continue in full force and effect with the District until the Association or the professional employee submits a written revocation of such authorization to the District no less than thirty (30) days prior to the effective date of such written revocation.

ARTICLE 14 PROVISIONS CONTRARY TO LAW

If any provision of the Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall

continue in full force and effect.

If such a provision or application is deemed invalid, negotiations will be reinstated with negotiations limited only to the provision or application concerned.

ARTICLE 15 PERSONAL AND EMERGENCY LEAVE

Professional employees shall be allowed up to three (3) days per year, non-accumulative, personal leave with pay to be taken at the employee's discretion. Personnel needing such leave will provide the District Administrator with a written notice two (2) days in advance of the desired leave. Part-time professional employees shall be entitled to personal leave pro-rated in accordance with the time worked (e.g. employees working half time will be entitled to three half days of personal leave). Professional employees shall receive a \$125 stipend per full day of unused personal leave remaining at the end of the contract year. This stipend will be prorated for unused personal leave less than a full day.

Professional employees shall be granted up to two (2) days per year, non-accumulative, emergency leave with pay under circumstances which are unforeseen and urgent. As soon as possible after each emergency leave day, the employee shall submit a signed statement to the District Administrator, indicating the nature of the emergency and the number of days taken. Additional days may be granted at the discretion of the District Administrator.

Part-time professional employees shall be entitled to emergency leave pro-rated in accordance with time worked.

Professional employees shall be granted up to three (3) days per year, non-accumulative, to observe religious holidays. Personnel needing such leave will provide the District Administrator with written notice five (5) days in advance of the desired leave.

ARTICLE 16 MILITARY LEAVE

Paid leave will be provided as necessary for teachers called into temporary (up to fourteen (14) days) active duty of any unit of the United States Reserves or the State National Guard, provided that such obligations cannot be met on days when school is not in session. A professional employee shall be paid that portion of regular salary which, together with pay from the state or federal government, equals normal salary for that period of time.

ARTICLE 17 JURY DUTY LEAVE

Professional employees who are required to perform jury duty may do so without loss of pay or related benefits, and will receive that portion of the regular salary which, together with compensation for jury duty, equals normal salary for that period of time. All other benefits shall continue to be accrued.

ARTICLE 18 PARENT AND FAMILY LEAVE

Parent leave will be granted to a professional employee upon receipt of a letter from the employee identifying the period of time the employee is temporarily unable to work due to childbirth or adoption. Notice of leave should be given as much in advance as possible. Parent leave will be paid in accordance with the sick leave provisions of this Agreement for up to sixty (60) calendar days immediately following the birth/adoption, to the extent that the employee has sick leave days available under the same provisions, including the Sick Leave Bank.

Family Leave without pay is granted upon request to professional employees for up to six months or until the end of the school year, whichever is longer, when necessary to care for a member of the employee's immediate family. A portion of this time period may be paid, according to the provisions of the Sick Leave Bank and/or Employee Sick Leave in Article 19. The term "immediate family" shall be construed to mean spouse, domestic partner, children, foster children, parents, grandparents, grandchildren, parents-in-law, brothers, sisters or spouse's siblings. The District will pay for group insurance programs at the current payment/co-payment rate for up to six months. The employee may continue participation in group insurance programs after the first six months leave and will pay insurance premiums at the group rate. The District retains the right to request a doctor's verification of any illness or disability. The employee will notify the District of his or her intent to return the following year by June 30. A leave for the same purpose cannot be renewed in the subsequent school year.

Upon return from Parent or Family Leave, the professional employee shall be placed in a comparable position for which he or she is qualified and certified, according to the provisions of state and federal guidelines. The Parent and Family Leave described in this section shall run concurrently with leave granted pursuant to the District's Family and Medical Leave Act policy.

ARTICLE 19 EMPLOYEE SICK LEAVE

Sick Leave: Each professional employee shall be granted twelve (12) days of paid leave per year. Accrued sick leave for all employees shall accumulate up to ninety (90) days. However, employees who were employed by the District and vested in the NH Retirement System as of January 1, 2012 will be able to continue to accrue sick days up to 180 days, except in their year of retirement, in which they can accrue up to one hundred eighty five (185) sick days. Upon notice of intent of retirement, those employees will be credited with an extra five (5)

sick days. If said employee maintains at least one hundred eighty (180) accrued sick days by the end of that school calendar year, he/she will be paid out the full 180 days for his/her retirement benefit (per article 23). The district retains the right to request a doctor's verification of any illness after ten (10) consecutive or accumulative days of sick leave used in one contract year.

Sick leave days may be used in the following circumstances:

1. Personal illness or injury
2. Illness or injury in the immediate family - up to ten (10) days per year may be used to care for a member of the professional employee's immediate family. Up to forty-five (45) additional days may be used under this provision upon approval of the District Administrator.
3. Bereavement leave – Up to five (5) days of leave may be used for a death of an immediate family member. One (1) day of leave may be used to attend the funeral of any other family member. Notification to the District Administrator for such leave shall be made as soon as possible before taking such leave, 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. Bereavement leave other than stated (such as a non-family member) may be granted at the discretion of the District Administrator.
4. Preventative Health Care - Up to two (2) days of sick leave may be used for preventative health care visits. Employees are encouraged to schedule visits outside of the school-day hours when possible. Preventative health care visits should be taken in partial day increments. Personnel needing such leave will provide the District Administrator with written notice five (5) days in advance of the desired leave.

Sick Leave Bank: The Board agrees to establish a Sick Leave Bank. All members of the association are eligible to participate in the Sick Leave Bank. By September 15th, members may contribute a maximum of one (1) day in any school year to the sick bank and any days contributed will be deducted from available sick leave for the person making said contribution. The Sick Leave Bank shall be administered by a committee composed of no fewer than three (3) members of the association. The committee will notify the administration of days withdrawn from the Sick Leave Bank and to whom the days are granted. The decision of the Sick Leave Bank committee is final, and shall not be subject to the grievance procedure. The total number of days in the Sick Leave Bank shall accumulate to no more than 90 days. 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. At the start of the 2020-2021 contract year, the Board shall credit the Sick Leave Bank with 50 days. The LEA will defend and indemnify the District related to any claim arising out of the administration or establishment of the Sick Leave Bank and awarding of leave.

Rights of Benefits: During any leave for illness or disability, the professional employee shall retain health insurance benefits covered by this agreement.

Short Term Disability: The Short Term Disability benefit is described in the Plan Summary, attached as Appendix **

Long Term Disability: The Long Term Disability benefit is described in the Plan Summary, attached as Appendix **

For employees who were employed by the District and vested in the NH Retirement System as of January 1, 2012, the employee will receive full pay for double the number of sick days the employee has remaining when the employee is eligible for and elects to receive Long-Term Disability. The difference between the gross annualized Long-Term Disability payment and the employee's gross annual salary shall be divided by 185. This dollar value shall be multiplied by the number of half days the employee has remaining to create a fund. The employee may elect to receive a paycheck that, together with the gross Disability payment for that pay period, whether or not it is actually paid at that time, would result in the same gross amount received by the employee prior to electing Long-Term Disability. Payments will stop when the fund has been exhausted. If an employee's Long-Term Disability benefit is terminated before the fund is gone, the fund shall be converted back to sick days at the same rate described above.

The District Administrator may request a doctor's verification of illness or physical disability and shall determine eligibility and the number of days to be granted. All decisions of the District Administrator may be appealed to the School Board. The School Board retains the right to request a doctor's verification of illness or physical disability.

ARTICLE 20 EXTENDED LEAVES OF ABSENCE

The Board, at its sole discretion, may grant extended leaves of absence without pay for up to one year to a professional employee who has worked in Lyme for less than ten (10) years. The professional employee must notify the employer in writing by March 15 concerning his/her intention to return.

Any professional employee who has worked in the District for ten (10) consecutive years of active teaching experience with no intervening leaves of absence shall be granted, upon notification by March 15, a leave of absence without pay for up to but not more than one school year with the understanding that the professional employee must notify the employer in writing by March 15 concerning his/her intention to return. No more than one such leave shall be granted in any one year.

Upon return from leave of absence, the professional employee will be placed in a comparable position for which the employee is qualified and certified. The professional employee will be entitled to the same benefits he/she had accrued at the commencement of the leave.

Professional employees on leave under the above provisions of this article shall be issued a letter of confirmation stating the type and duration of such leave, and shall

continue to be offered insurance benefits of health, dental, and long-term disability subject to the insurance carrier's agreement and approval and at the full group rate.

ARTICLE 21 REQUEST FOR OTHER LEAVE

Upon administrative recommendation, the School Board at its sole discretion will review and grant/deny requests for absence for reasons not specifically set forth in this contract and which may be granted with or without pay or benefits. The granting of any one leave request under this provision shall not be precedent-setting for any future requests and the exercise of said discretion shall not be subject to the grievance procedure of the Agreement.

ARTICLE 22 SABBATICAL LEAVE

Any professional employee may apply for a leave of absence for the purpose of educational improvement, provided such person has been under contract full-time in the Lyme School District for at least the previous seven (7) years and such application is filed with the District Administrator no later than December 1 of the year preceding the start of the leave.

Such leave may be granted to no more than one member of the staff at any time, and must be based on an educationally sound proposal. Funding for the term of this contract is limited annually to 1/2 year of work at full pay or for one full year away from work at 1/2 pay. Selection shall be made by the Board upon recommendation by the District Administrator.

Professional employees selected will receive benefits and salary as provided on the salary schedule. One alternate may be selected by the Board for a sabbatical leave if any recipient cancels by March 15.

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 years. The Board may waive this provision provided the recipient agrees in writing that should he/she leave the Lyme School District for any reason except for death or serious illness during the two years immediately following completion of sabbatical leave, he/she will reimburse the School District for any salaries paid during the leave plus the prime rate of interest at the date of the commencement of the leave over a three-year period.

ARTICLE 23 RETIREMENT BENEFIT

After the completion of 15 full-time equivalent years of service as a professional employee in the Lyme School District, a professional employee who was vested in the NH Retirement

System as of January 1, 2012 shall be paid for accumulated unused sick leave up to 180 days at the rate of eighty dollars (\$80) for each such day. To receive this benefit, the professional employee must submit a notice of intent to retire to the School Board, in writing, no later than December 1st of the school year in which the teacher will retire. If the employee does not, in fact, retire at the end of the year, the employee will forfeit their right to claim this benefit in future years, absent exigent circumstances. Payment of the bonus will occur within 120 days of the effective retirement date.

Employees not vested prior to January 1, 2012, who have completed twenty (20) full time equivalent years of service as a professional employee in the Lyme School District shall be paid \$300/month for five (5) years (\$18,000) starting on January 1st of the year following retirement.

A professional employee eligible for the retirement benefit who suffers a catastrophic illness or injury (attested by a licensed medical doctor) in their retirement year, shall receive, upon retirement, the retirement benefit based on accumulated sick leave prior to the onset of such illness or injury.

ARTICLE24 COMPENSATION GUIDE

Salary Schedule: Salaries for professional employees covered under this agreement shall be according to the salary schedules attached. Reference Appendix A.

Base Salary (Step 1, Track 1) is the salary for a teacher who is entering the Lyme School system who holds a bachelor's degree and has no prior teaching or equivalent experience. For each step on the schedule, the ratio of that salary to the base salary is indicated by a decimal factor in the accompanying table. For each step the actual salary is calculated by multiplying the current base salary by the appropriate decimal factor on the table.

Steps and Tracks: The salary guide shall consist of a number of tracks representing degrees and/or credits earned and a number of steps representing levels of advancement based upon years of demonstrated professional competency in teaching. It is understood by the Association and its members that anyone who anticipates track advancement on the salary schedule must notify the District Administrator of this possibility by December 1 of the prior school year. Those who have not notified the District Administrator by December 1 will not be able to move laterally if funds reserved for that purpose are utilized by those who did make such notification. By September 1 of the year in which the Increase is to take effect, those professional employees who do, in fact, acquire the necessary credits to advance on track must notify the District Administrator's office. All papers, transcripts, and other data pertinent to such advancement must be delivered to the District Administrator's office by December 1. Beginning in the 2020-2021 school year, BA+45 shall be eliminated from track 4. Employees with a BA+45 as of June 30, 2020, shall remain on track 4, until such time that they advance to track 5, if applicable. Any employee with a BA+45 on or after July 1, 2020, shall be placed on track 3, until such time that

they advance to track 4 or 5, if applicable.

Placement: Initial placement on the salary guide shall be determined by the District Administrator on the basis of degrees and credits earned and prior years of demonstrated professional competency as a teacher or an in equivalent activity. Part-time professional employees beginning employment at Lyme School will be granted salary schedule placement that recognizes all professional experience in a prorated manner. For example, a professional employee with two years of 0.50 service will be granted one year of experience in the calculation of salary schedule placement.

Advancement by step will be upon the recommendation of the District Administrator to the Board and shall be based upon demonstrated professional competency as evidenced through Article 4. Assuming such competency, each professional employee will proceed annually to the next step in the assigned track until the maximum is reached or until the professional employee qualifies for another track. Professional employee shall be notified in writing by the District Administrator prior to March 15 concerning any failure to be advanced to the next step.

Advancement by track shall be based upon the accumulation of the required number of credits or degrees, as approved by the District Administrator. In order to qualify for an advanced track, the required degree or course work must be completed prior to September 1 of the contract year.

When a professional employee qualifies for another track, movement will be laterally to the new track with advancement commensurate with years of teaching experience as agreed to at the time of employment plus years of actual teaching experience since the time of initial employment.

Payment: The annual salary of each professional employee shall be payable over the ten months of the contract in 22 installments. Each professional employee shall have the option of 1) receiving paychecks in 22 equal installments, or 2) receiving paychecks in 21 installments with one large check to be paid before June 30 of each year. In either option, payroll deductions for approved voluntary contributions will be available (includes Tax Sheltered Annuities, professional dues, as well as credit unions).

The first salary payment for each fiscal year will be in September, and in no case shall the final installment be made until the contract has been fulfilled to the satisfaction of the District Administrator. When a professional employee leaves or enters employment with the Lyme School District during the school year, the salary due shall be pro-rated on a 185-day basis.

403(b): The Board will match a 403(b) contribution by each employee based on the schedule below. Participation in the annuity by the employee is voluntary. The Board's contribution will be made to a retirement plan provider of the employee's choice as included on a list of approved providers maintained by the business office. Payments will be made each pay period. Enrollment in the program must be completed by June 30th in order to receive the full year benefit in the following contract year. Employees who enroll after this date will receive matching contribution payments on the remaining pay periods only.

2020-2021: up to 1% of employee's salary

2021-2022: up to 2% of employee's salary
2022-2023: up to 3% of employee's salary
2023-2024: up to 3% of employee's salary

Stipend for extracurricular activities: The District will pay professional employees stipends for extracurricular activities according to the list below:

<u>Amount</u>	<u>Activity</u>
\$200 each	Curriculum Leader* appointed by Administration
\$200 each	School-sanctioned Competition Day leaders outside of school hours
\$800	Director of Drama Production
\$400	Art Director for Drama Production
\$400	Musical Director for Drama Production.
\$500 each	8 th grade class trip chaperones - not to exceed \$1000
Up to \$3000	A new extracurricular activity, such as Lego Robotics, Odyssey of the Mind, and Destination Imagination, to be reviewed and approved by The Board

*Curriculum Leader is a teacher responsible for planning, organizing, and/or facilitating teacher meetings regarding curriculum.

ARTICLE 25 INCENTIVES FOR TEACHER EXCELLENCE

An incentive program, funded by the Lyme School Board for the purpose of encouraging professional growth, will be offered. The program will provide for individual grants for professional employees for educationally sound programs relevant to the District's curriculum needs. The maximum total amount available for funding is \$15,000.

The above amount is non-accumulative.

The full program is to be designed by a committee of the Lyme Board, with participation by members of the professional staff. Reference Appendix B.

ARTICLE 26 STAFF DEVELOPMENT

The School Board agrees to fund staff development up to \$900 per FTE during each school year for the cost of specific courses, seminars, certification renewal, or workshops approved by the Professional Development Committee (PDC).

The School Board agrees to reimburse all full-time employees who take a graduate level

course in the employees' professional field. Reimbursement will be tied to the cost of an in-state, three credit graduate course at Plymouth State University, subject to approval by the PDC and consultation with the District Administrator.

Limits under this article do not apply to staff development required by the administration.

Any unused budgeted funds will not be used to further reimburse staff for approved staff development above the limit.

ARTICLE 27 EMPLOYEE WELLNESS INITIATIVES

Up to \$1,000 for Employee Wellness initiatives, non-accumulative, will be available. The overall purpose is the awareness and promotion of physical and mental well-being of Lyme School employees.

Initiatives might include health risk screenings; lectures; clinics; fitness, weight, grief, career, or employee assistance programs; discussion group facilitators; training in wellness programs for faculty members; or the like.

Procedures for accessing funds will be minimal and will include a brief request with accompanying purchase order. Wellness initiatives should be available to the faculty as a whole and involve consultation with school nurse.

ARTICLE 28 INSURANCE PROVISIONS

Health: All professional employees who work fifteen (15) hours or more a week are eligible to participate in the SchoolCare CDHP plan administered by the NH School Health Care Coalition.

Employees will pay 10% of the applicable premium in year 1 of this contract; 9% of the applicable premium in year 2 of this contract; and 8% of the applicable premium in years 3 and 4 of this contract.

All employee health insurance contributions will be tax sheltered through a District wide IRS Section 125 plan with roll-over. The premium payments of both the Lyme School District (employer) and the professional employee shall be pro-rated according to the percent of employment. Employees who provide documentation of minimum essential health insurance coverage (other than coverage in the individual market) for all family members for whom the employee expects to claim a personal exemption who choose not to accept the medical insurance benefits will receive \$4,000 per year pro-rated according to the percent of employment.

Both the Lyme Education Association/NEA-NH and the School Board agree that every

effort will be made to provide full health insurance or co-payment of premiums for employees or families as per negotiated agreement. If health insurance coverage as complete as or better than the present SchoolCare plan becomes available, with the agreement of both parties, a change to a new provider or plan would be possible. In anticipation of regulatory changes to healthcare that will affect costs and coverages prior to and after expiration of this Agreement, the Board and the LEA agree to form a healthcare committee to research and recommend solutions regarding the impact of health insurance laws and regulations on the LEA and District. The committee shall be comprised of five (5) individuals, including the District Administrator as chairperson, two (2) members selected by the LEA, and two (2) members of the Board.

The savings realized by a change in provider or plan would be shared by the School Board and the Lyme Education Association/NEA-NH according to a formula to be negotiated before the change is finalized.

Medical Coverage for Retirees:

Any full time teacher employed by the District prior to June 30, 2020, who has taught a minimum of twenty (20) full time equivalent years in the Lyme School District, and who is at the top of his or her salary track, may submit a notice of intent to retire and request to receive medical coverage to the School Board, in writing, no later than December 1st of the school year in which the teacher will retire. The Board shall act upon the request by December 31st.

Up to one request for Medical Coverage for Retirees per year shall be approved by the School Board. If more than that number is requested, the teacher with the greatest seniority shall be awarded the medical coverage benefit. However, if two or more teachers who were employed by the District and vested in the NH Retirement System as of January 1, 2012, submit requests, the two teachers who were employed by the District and vested in the NH Retirement System as of January 1, 2012 and with the greatest seniority shall be awarded the medical coverage benefit.

If approved, the teacher shall be entitled to a health insurance subsidy for five (5) years, (10 years if the retiree was invested in the NH Retirement System as of January 1, 2012) or until he or she becomes entitled to substantially similar health insurance at a substantially similar cost or until the retiree is eligible for Medicare Insurance, whichever occurs first. A beneficiary must certify annually to the District Business Office that the beneficiary is not entitled to substantially similar health insurance at a substantially similar cost. The health insurance subsidies shall continue at the rate of 85% of the cost of a single-person plan with no reduction in terms, benefits and/or conditions. Further, the retiree will be able to choose from among all of the health plan options available through the Lyme Education Association and will continue to enjoy all the medical provisions and privileges offered to the teaching staff. However, if the retiree chooses an option that is available to the Lyme Education Association but is not covered by the subsidy, the retiree shall be responsible for the additional cost of that option, if any. The retiree(s) may purchase additional coverage for family members at rates available to the District.

Any subsidies paid to retirees under this article shall not reduce the subsidy offered to the teaching staff.

Group Life, Accidental Death and Dismemberment, and Long Term Disability Program: All professional employees of the Lyme School District who work fifty percent of full time or more are eligible to participate in the group life, accidental death and dismemberment, and long term disability program sponsored by the District at no cost to the employee.

The benefits provided are as follows:

--Group Term Life	\$50,000.00
--Accidental Death & Dismemberment	\$50,000.00
--Long Term Disability	60% of salary with offsets
Monthly Benefit Maximum	\$3,000.00
Monthly Benefit Elimination Period	90 consecutive calendar days

Dental: All professional employees of the Lyme School District who work fifty percent of full time or more are eligible to participate in the dental plan sponsored by the District with the employee contributing 5% of the premium (through a Section 125 pretax plan). For the duration of this contract, the dental insurance coverage will be Delta Dental Plan IV or its equivalent. (see Appendix C)

Medical and Dependent Care Reimbursement Accounts: The Board shall offer to all employees the option of establishing Medical and/or Dependent Care Reimbursement Accounts in accordance with the regulations of the Internal Revenue Service.

All insurance provisions of this article are coverages for a twelve (12) month period except for terminating employees whose coverage ends at the end of the month in which they terminate, unless the employee chooses to extend their coverage as per the COBRA guidelines in place at the time of termination.¹

Insurance coverage under this contract shall be at least equal to those in effect as of the date of the signing of this contract. With the exception of medical and dental insurance, the Board reserves the right to choose the insurance companies with whom the coverages are carried.

¹ As of 1994, COBRA provision allows an employee to continue insurance coverage (self or family, as applicable) at employee's expense for up to 18 months.

ARTICLE 29
EMPLOYMENT BEYOND NORMAL SCHOOL YEAR

Professional employees who are employed in the same or a similar capacity beyond the normal 185 on-the-job days, shall receive additional compensation of 1/185 of their salary per day or other mutually agreeable compensation. The usual work year will be within the

period of the agreed upon contracted school year. The same or similar capacity of employment shall include only work which the School Board specifically requires to be performed which includes curriculum development, but does not include any staff development work. Provided that compensation requests are made in a timely manner, (six (6) working days prior to payment) compensation for extra days shall be paid by the next pay period.

The school administration will work cooperatively with the Association to plan the agenda of activities and schedule for all workdays in excess of the State required 180 school days.

Unless changed by a policy approved by the Board, additional employment performed pursuant to the terms of this Article shall be agreed to in advance and in writing.

ARTICLE 30 DURATION CLAUSE

This four year contract shall be effective July 1, 2020 and remain in effect until June 30, 2024. The Salary schedule will be as in Appendix A.

TENTATIVELY AGREED ON JANUARY 31, 2020 BY AND BETWEEN AUTHORIZED REPRESENTATIVES AND OFFICERS:

Kath Shuk 9-17-20

Steve Lopez 9/18/20

TKS 9/18/20

Sam Mc 9/29/20

Lyme Education Association/NEA-NH

[Signature]
Jonathan Pongor

[Signature]

Lyme School Board

Salary Schedule for 2020-2021
Year 1

.5% Base Increase New
BASE
t1s1 \$48,590

Step	Track 1 BA		Track 2 BA + 15		Track 3 BA + 30 or MA		Track 4 MA + 15		Track 5 MA + 30	
	Index	Track	Index	Track	Index	Track	Index	Track	Index	Track
1	1.0000	\$48,590	1.0400	\$50,533	1.0825	\$52,598	1.1226	\$54,548	1.1629	\$56,503
2	1.0400	\$50,533	1.0801	\$52,483	1.1226	\$54,548	1.1629	\$56,503	1.2032	\$58,464
3	1.0801	\$52,483	1.1204	\$54,438	1.1629	\$56,503	1.2032	\$58,464	1.2437	\$60,431
4	1.1204	\$54,438	1.1607	\$56,399	1.2032	\$58,464	1.2437	\$60,431	1.2843	\$62,404
5	1.1607	\$56,399	1.2012	\$58,366	1.2437	\$60,431	1.2843	\$62,404	1.3250	\$64,383
6	1.2012	\$58,366	1.2418	\$60,339	1.2843	\$62,404	1.3250	\$64,383	1.3659	\$66,368
7	1.2418	\$60,339	1.2825	\$62,318	1.3250	\$64,383	1.3659	\$66,368	1.4069	\$68,358
8	1.2825	\$62,318	1.3234	\$64,303	1.3659	\$66,368	1.4069	\$68,358	1.4479	\$70,355
9	1.3234	\$64,303	1.3644	\$66,293	1.4069	\$68,358	1.4479	\$70,355	1.4892	\$72,358
10	1.3644	\$66,293	1.4054	\$68,290	1.4479	\$70,355	1.4892	\$72,358	1.5305	\$74,367
11	1.4121	\$68,614	1.4546	\$70,680	1.4892	\$72,358	1.5305	\$74,367	1.5720	\$76,381
12					1.5305	\$74,367	1.5720	\$76,381	1.6136	\$78,402
13					1.5720	\$76,381	1.6136	\$78,402	1.6553	\$80,429
14					1.6136	\$78,402	1.6553	\$80,429	1.6971	\$82,462
15					1.6700	\$81,146	1.6971	\$82,462	1.7391	\$84,501
16							1.7565	\$85,348	1.7999	\$87,458

Longevity Awards:

A professional staff member who has:

- 1. 15 years - max step & track 5.0% \$2,429.49
- 2. 20 years - max step & track 7.5% \$3,644.23
- 3. 25 years - max step & track 10.0% \$4,858.97

Salary Schedule for 2021-2022
Year 2

1.0% Base Increase New
BASE
t1s1 \$49,076

Step	Track 1 BA		Track 2 BA + 15		Track 3 BA + 30 or MA		Track 4 MA + 15		Track 5 MA + 30	
	Index	Track	Index	Track	Index	Track	Index	Track	Index	Track
1	1.0000	\$49,076	1.0380	\$50,941	1.0805	\$53,026	1.1187	\$54,900	1.1571	\$56,784
2	1.0380	\$50,941	1.0762	\$52,815	1.1187	\$54,900	1.1571	\$56,784	1.1956	\$58,677
3	1.0762	\$52,815	1.1146	\$54,698	1.1571	\$56,784	1.1956	\$58,677	1.2344	\$60,579
4	1.1146	\$54,698	1.1531	\$56,591	1.1956	\$58,677	1.2344	\$60,579	1.2734	\$62,491
5	1.1531	\$56,591	1.1919	\$58,494	1.2344	\$60,579	1.2734	\$62,491	1.3125	\$64,413
6	1.1919	\$58,494	1.2309	\$60,406	1.2734	\$62,491	1.3125	\$64,413	1.3519	\$66,344
7	1.2309	\$60,406	1.2700	\$62,327	1.3125	\$64,413	1.3519	\$66,344	1.3914	\$68,285
8	1.2700	\$62,327	1.3094	\$64,258	1.3519	\$66,344	1.3914	\$68,285	1.4312	\$70,235
9	1.3094	\$64,258	1.3489	\$66,199	1.3914	\$68,285	1.4312	\$70,235	1.4711	\$72,196
10	1.3489	\$66,199	1.3887	\$68,150	1.4312	\$70,235	1.4711	\$72,196	1.5113	\$74,166
11	1.3961	\$68,516	1.4373	\$70,535	1.4711	\$72,196	1.5113	\$74,166	1.5516	\$76,146
12					1.5113	\$74,166	1.5516	\$76,146	1.5921	\$78,135
13					1.5516	\$76,146	1.5921	\$78,135	1.6329	\$80,135
14					1.5921	\$78,135	1.6329	\$80,135	1.6738	\$82,145
15					1.6479	\$80,870	1.6738	\$82,145	1.7150	\$84,165
16							1.7324	\$85,020	1.7750	\$87,110

Longevity Awards:

A professional staff member who has:

- 1. 15 years - max step & track 5.0% \$2,454
- 2. 20 years - max step & track 7.5% \$3,681
- 3. 25 years - max step & track 10.0% \$4,908

Salary Schedule for 2022-2023
Year 3

1.0% Base Increase New
BASE
t1s1 \$49,566

Step	Track 1 BA		Track 2 BA + 15		Track 3 BA + 30 or MA		Track 4 MA + 15		Track 5 MA + 30	
	Index	Track	Index	Track	Index	Track	Index	Track	Index	Track
1	1.0000	\$49,566	1.0375	\$51,425	1.0800	\$53,532	1.1176	\$55,396	1.1553	\$57,266
2	1.0375	\$51,425	1.0751	\$53,289	1.1176	\$55,396	1.1553	\$57,266	1.1932	\$59,141
3	1.0751	\$53,289	1.1128	\$55,159	1.1553	\$57,266	1.1932	\$59,141	1.2311	\$61,023
4	1.1128	\$55,159	1.1507	\$57,035	1.1932	\$59,141	1.2311	\$61,023	1.2692	\$62,909
5	1.1507	\$57,035	1.1886	\$58,916	1.2311	\$61,023	1.2692	\$62,909	1.3074	\$64,802
6	1.1886	\$58,916	1.2267	\$60,803	1.2692	\$62,909	1.3074	\$64,802	1.3457	\$66,700
7	1.2267	\$60,803	1.2649	\$62,695	1.3074	\$64,802	1.3457	\$66,700	1.3841	\$68,604
8	1.2649	\$62,695	1.3032	\$64,593	1.3457	\$66,700	1.3841	\$68,604	1.4226	\$70,513
9	1.3032	\$64,593	1.3416	\$66,497	1.3841	\$68,604	1.4226	\$70,513	1.4612	\$72,429
10	1.3416	\$66,497	1.3801	\$68,407	1.4226	\$70,513	1.4612	\$72,429	1.5000	\$74,350
11	1.3885	\$68,825	1.4284	\$70,801	1.4612	\$72,429	1.5000	\$74,350	1.5389	\$76,276
12					1.5000	\$74,350	1.5389	\$76,276	1.5779	\$78,209
13					1.5389	\$76,276	1.5779	\$78,209	1.6170	\$80,147
14					1.5779	\$78,209	1.6170	\$80,147	1.6562	\$82,091
15					1.6331	\$80,946	1.6562	\$82,091	1.6955	\$84,041
16							1.7142	\$84,965	1.7549	\$86,983

Longevity Awards:

A professional staff member who has:

1. 15 years - max step & track 5.0% \$2,478
2. 20 years - max step & track 7.5% \$3,717
3. 25 years - max step & track 10.0% \$4,957

Salary Schedule for 2023-2024
Year 4

2.5% Base Increase New
BASE
t11s1 \$50,806

Step	Track 1 BA		Track 2 BA + 15		Track 3 BA + 30 or MA		Track 4 MA + 15		Track 5 MA + 30	
	Index	Track	Index	Track	Index	Track	Index	Track	Index	Track
1	1.0000	\$50,806	1.0375	\$52,711	1.0800	\$54,870	1.1176	\$56,781	1.1553	\$58,698
2	1.0375	\$52,711	1.0751	\$54,622	1.1176	\$56,781	1.1553	\$58,698	1.1932	\$60,620
3	1.0751	\$54,622	1.1128	\$56,538	1.1553	\$58,698	1.1932	\$60,620	1.2311	\$62,548
4	1.1128	\$56,538	1.1507	\$58,461	1.1932	\$60,620	1.2311	\$62,548	1.2692	\$64,482
5	1.1507	\$58,461	1.1886	\$60,389	1.2311	\$62,548	1.2692	\$64,482	1.3074	\$66,422
6	1.1886	\$60,389	1.2267	\$62,323	1.2692	\$64,482	1.3074	\$66,422	1.3457	\$68,367
7	1.2267	\$62,323	1.2649	\$64,263	1.3074	\$66,422	1.3457	\$68,367	1.3841	\$70,319
8	1.2649	\$64,263	1.3032	\$66,208	1.3457	\$68,367	1.3841	\$70,319	1.4226	\$72,276
9	1.3032	\$66,208	1.3416	\$68,160	1.3841	\$70,319	1.4226	\$72,276	1.4612	\$74,239
10	1.3416	\$68,160	1.3801	\$70,117	1.4226	\$72,276	1.4612	\$74,239	1.5000	\$76,208
11	1.3801	\$70,117	1.4187	\$72,080	1.4612	\$74,239	1.5000	\$76,208	1.5389	\$78,183
12					1.5000	\$76,208	1.5389	\$78,183	1.5779	\$80,164
13					1.5389	\$78,183	1.5779	\$80,164	1.6170	\$82,151
14					1.5779	\$80,164	1.6170	\$82,151	1.6562	\$84,144
15					1.6170	\$82,151	1.6562	\$84,144	1.6955	\$86,142
16							1.6955	\$86,142	1.7350	\$88,147

Longevity Awards:

A professional staff member who has:

1. 15 years - max step & track 5.0% \$2,540
2. 20 years - max step & track 7.5% \$3,810
3. 25 years - max step & track 10.0% \$5,081

