

AGREEMENT

BETWEEN

THE LEBANON SCHOOL DISTRICT ADMINISTRATIVE GROUP

AND

THE LEBANON SCHOOL BOARD

EFFECTIVE DATES

JULY 1, 2013 TO JUNE 30, 2018

**PREAMBLE**

To encourage the continuous effective and harmonious working relationship between the School Board of the Lebanon School District (the "Board") and the Lebanon Administrative Group (the "Group"), the Board and the Group make and enter into this AGREEMENT on the \_\_\_ day of \_\_\_\_\_, 2012.

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**ARTICLE I**  
**RECOGNITION**

For the purposes of collective negotiations under NH RSA 273-A, the Lebanon School Board (LSB) recognizes the Lebanon Administrative Group (LAG) as the exclusive representative of regular employees appointed as Principal, Assistant Principal, Director of Curriculum, Instruction and Assessment, and Director of Athletic and Co-Curricular Activities, or any individual appointed by the Superintendent to perform administrative tasks with evaluative duties.

**ARTICLE II**  
**PRINTING AND DISTRIBUTION**

This Agreement shall be made available to LAG members in an electronic format. The Group will receive one (1) copy on electronic media. Additionally, one hard copy of this Agreement will be delivered to each newly-hired Administrator upon issuance of their first individual contract.

**ARTICLE III**  
**NEGOTIATIONS PROCEDURE**

Negotiations will be conducted in accordance with NH RSA 273-A. On or before September 1 prior to the expiration of this agreement, LAG will notify the LSB, in writing, of its intent to negotiate a successor agreement. Any agreement reached which requires expenditure of public funds for its implementation shall not be binding upon the Board unless the necessary appropriation and approval of cost items have been made by the voters of the District. The LAG and the LSB will cooperate to promote and secure the funds necessary to implement the Agreement. If such funds are not forthcoming, the LSB and the LAG shall resume negotiations.

**ARTICLE IV**  
**STAFF DEVELOPMENT AND PROFESSIONAL IMPROVEMENT**

With prior approval of the Superintendent of Schools, administrators will have expenses paid or will be reimbursed for professional development costs incurred.

- A. The Superintendent of Schools may approve professional development expenses related to:
- a. Conferences and workshop fees,
  - b. Tuition for college courses at the prevailing UNH rate for up to six graduate credits per year,
  - c. Professional meetings at the state and national level,
  - d. Materials and expenses for in-district workshops.

- B. For the duration of this Agreement, the sum of fifteen thousand dollars (\$15,000) will be budgeted annually for the purpose of professional development and professional improvement. This sum will be divided equally among the members of LAG to be used for the above-stated activities. By April 1<sup>st</sup>, any uncommitted or unspent balance of the \$15,000 appropriated may be used to reimburse members whose approved professional development expenses have exceeded the per member allocation.

## **ARTICLE V** **EVALUATION**

Each member of LAG will be evaluated annually with a process and procedure mutually agreed upon with the Superintendent of Schools. LAG and the School Board agree that this evaluation process will include a component that allows the Superintendent, in her or his sole discretion, to award Excellence in Service Pay above and beyond the other pay increases called for by this Agreement.

### Excellence in Service Pay

- During the term of this Agreement, the parties agree to implement Excellence in Service Pay. Excellence in Service Payments shall commence in the second year of this Agreement. During the first year of this Agreement, an evaluation system mutually agreed on by the parties shall be piloted. A study committee consisting of the Superintendent and as many LAG members who wish to participate will conduct no fewer than three meetings to provide feedback on the evaluation system employed. During the second year, any agreed upon improvements suggested by the Study Committee shall be implemented, and evaluations conducted in accordance with the agreed upon model with any changes. \$18,000 shall be raised and set aside by the School Board for the purpose of funding Excellence in Service Pay for each of the final four years of this Agreement. Excellence in Service Pay will be awarded to those administrators who have demonstrated excellent service to the District based upon criteria to be selected by the Superintendent, in an amount to be determined by the Superintendent. For those administrators who receive Excellence in Service Pay, such pay will be added to the final payroll check of the school year in which it is awarded.

Unless otherwise agreed upon, an evaluation process of administrator's performance will include at least the following:

- A. Building or classroom visitations by the immediate supervisor and/or Superintendent.
- B. A summary report by the Superintendent of staff evaluations of each Administrator's performance on a form to be designed and agreed upon by the Superintendent and the Principal Evaluation Committee, based on the evaluation model described above. Completed evaluation forms will be returned directly to the Superintendent's office by February 15<sup>th</sup>. Evaluations and the summary report will be made available to the

LAG member by March 1<sup>st</sup>. The LAG member may attach a response to the summary report, and this response will become a permanent part of the Member's personnel file.

- C. A progress report on the administrator's yearly objectives by the member's immediate supervisor will be completed by January 15th.
- D. Information which either the LAG member or the Superintendent may include in the personnel folder provided that it has the LAG member's signature acknowledging receipt.

A final evaluation report shall be written by the LAG member's immediate supervisor unless otherwise agreed upon in the written document referenced in the first paragraph of this Article. This evaluation report shall receive approval by the Superintendent and be presented to the LAG member no later than April 1st.

#### **ARTICLE VI** **EMPLOYEE RIGHTS**

The parties agree that the protection afforded "teachers" by NH RSA 189:13, 189:14-a and 189:14b is extended to LAG members by this agreement. No administrator shall be discharged, suspended, reduced in position or compensation while under contract without a formal hearing with the Board. Information used for disciplinary action will be made available to the administrator and his/her designee. The administrator shall be entitled to have counsel present at said hearing.

LAG members shall have the right to use school facilities, including mailboxes and interschool mail services, for communications concerning LAG business, subject to the limitations of this paragraph. LAG members may use the District's electronic mail system for purposes of non-confidential LAG communications only. LAG members may conduct LAG meetings in school facilities outside of school hours, so long as the meeting is requested a reasonable time in advance and does not interfere with any student activity. Meetings scheduled pursuant to this article shall be scheduled with the appropriate building principal if occurring before 4pm, and through the District's online scheduling program if occurring after 4pm.

**ARTICLE VII**  
**SALARY**

**CURRENT EMPLOYEES:**

Pay Increases

Current employees will receive the following increases to their salaries during the term of this Agreement:

- Effective July 1, 2013, LAG members will receive a pay increase of 2.0%;
- Effective July 1, 2014, LAG members will receive a pay increase of 2.0%;
- Effective July 1, 2015, LAG members will receive a pay increase of 2.0%.

These pay increases shall be included in the member's base salary for all subsequent years.

**NEW EMPLOYEES:**

New personnel will be hired at a salary negotiated by the Superintendent not to exceed the following:

Elementary Principal	\$85,000
Middle School Principal	\$87,000
Middle School Asst. Principal	\$79,500
High School Principal	\$95,000
High School Assistant Principal	\$82,000
High School Director of C,I &A	\$82,000
Director of Athletic and Co-Curricular Activities	\$82,000

**CONTRACT DAYS**

The number of working days in the individual's contract will be:

All Building Principals	220
High School Assistant Principal	210
Director of Athletics and Co-curricular Activities	210
Director of Curriculum, Instruction and Assessment	210
All other Administrators	205

However, by mutual agreement of the Superintendent and the LAG member, the member may work additional days at the individual's per diem rate.

The increase from 215 to 220 working days for Building Principals, and from 205 to 210 working days for the High School Assistant Principal and the Director of Curriculum, Instruction and Assessment in this Agreement shall result in an increase to each such member's base pay, in an amount equal to five days paid at that member's 2013-2014 per diem rate. The parties recognize that the agreement to list the number of contract days for the Director of Athletics and Co-Curricular Activities is an agreement to memorialize the practice of the parties over the preceding years, and will not result in an increase to the amount of that administrators' base pay.

#### **403B MATCHING CONTRIBUTIONS**

The Board will match a member's 403b contribution at a rate of \$1.00 for each \$1.00 contributed by the member up to a maximum contribution by the Board of 2% of the member's annual salary. The member contribution under this article may be to the annuity provider(s) that the member was participating with during the 2006-2007 school year. All new accounts will be limited to Fidelity, Vanguard, T. Rowe Price, or Valic. All Board matching contributions shall be made to a member account with one of these four companies only. Members who choose to continue contributing their own money into an account other than one of these four, must open an account for the Board's contributions. Payments will be made under Department of Labor requirements.

#### **SECTION 125:**

The Lebanon School Board will take the necessary actions to allow members of the Association to take advantage of Internal Revenue Code Section 125.

### **ARTICLE VIII** **OTHER BENEFITS**

#### **INSURANCE:**

The following insurance benefits shall be paid to assure insurance coverage for a twelve (12) month period commencing for each individual member of the Lebanon Administrative Group for the first day of work in the school year following July 1, provided the member of the bargaining unit completes his/her contractual obligations in the District:

- A. Dental Insurance – The District shall pay one hundred percent (100%) of the total premium cost of the current Cigna Dental plan or its equivalent with the following benefits and limits:

Coverage A - 100% coverage  
 Coverage B - 100% coverage  
 Coverage C - 50% coverage

No deductible, annual plan maximum benefit is \$1,000.00 per person per year.

- B. The District will provide long-term disability insurance protection, with a 90 day elimination period equivalent to 66.6% of average weekly wages. Employees must work thirty (30) hours or more per week to be eligible.
- C. Medical Insurance: For employees that are regularly scheduled to work 30 or more hours per week for at least 205 days per year the District shall pay eighty percent (80%) of the total premium cost, to insure the Member and her or his legal dependents, subject to the exception detailed in this paragraph for spouses who have other insurance available to them through their employers. The District shall make available a group health plan through HealthTrust Blue Choice, or shall provide an equivalent plan. If an HMO is chosen, the District shall pay the contractually-agreed-upon percentage of the cost of that plan, in the same manner as paid for other group health plans. Other HealthTrust options shall be available at the employee's expense. Members may carry their spouses on their group health insurance, but only so long as the employee certifies in an affidavit, to be provided to the employee by the District no later than July 1 of each year, that his or her spouse does not have paid health insurance available to him or her through his or her employer. In the event that a Member's spouse has such insurance available and the Member nonetheless elects to carry the spouse on the District's health insurance plan, the District shall pay seventy-eight percent (78%) of the total premium cost of the applicable plan. For Employees that are regularly scheduled to work less than 30 but more than 20 hours per week this benefit will be prorated.

Benefits shall expire, in accordance with the District's insurance master agreement, at the end of the month in which the employee is separated from employment. Deductions shall be made in accordance with Section 125 of the IRS Code.

- D. Premium payment for life insurance and Accidental Death and Dismemberment benefits to provide coverage equal to two (2) times the individual's salary. Members may choose to buy more insurance at their discretion.
- E. An employee that has health and/or dental coverage elsewhere and opts out of the District's programs shall receive a 25% payback from the District of what would have been the District's cost for the coverage. In the case where both spouses are employed by the District this benefit will not be available, but, instead, the District will pay 100% of all health and dental plan premiums.

**FRINGE BENEFITS:**

- A. Approved Travel: Approved travel on school business will be reimbursed at the rate approved by the School Board for all employees upon submission of mileage reimbursement forms to the Superintendent of Schools.
- B. Professional Dues: The District will appropriate for each member an amount of money equal to the dues of either the National Association of Secondary School Principals or the New Hampshire Association of School Principals, as well as the

Association for Supervision and Curriculum Development. This money will be used for the administrator's dues to the two professional organizations above, as appropriate based on the administrator's position within the District.

**PAID LEAVE:**

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

- A. **Personal Illness:** As of July 1<sup>st</sup> of each year, fifteen (15) days of leave, accumulative to ninety (90) days, shall be granted to each member for absences caused by illness or disability. For those members reaching the maximum accumulation of ninety days, the fifteen (15) days granted annually shall be granted and used as necessary but shall not be cumulative. Part-time employees shall be entitled to sick leave in proportion to the fraction of time worked. Members shall be given statements of accumulated sick leave on their annual contracts. Members who have accumulated fifty (50) or more days of sick leave may elect to allow another member of LAG to use up to twenty (20) of such Member's sick leave in the event that the other member does not have remaining sick days to use for a qualifying personal illness under this paragraph.
- B. **Death in the family:** A member may have a total of up to five (5) days leave per year for death in the immediate family. Bereavement leave other than stated may be granted at the discretion of the Superintendent of Schools. The term "immediate family" shall be construed to mean spouse, children, parents, grandparents, grandchildren, parents-in-law, brothers, sisters, spouses' siblings, or live-in partners of either gender.
- C. **Personal Injury:** Absence due to injury incurred in the course of the member's employment shall not be charged against the member's accumulated sick leave days. The District shall pay to such administrator the difference between his/her salary and benefits received under Workmen's Compensation Act or Long-Term Disability for up to one year from the date the Member was injured, but no such payments will be made beyond the date of any Member's separation from employment. The District will pay for Workmen's Compensation Insurance and Long Term Disability in accordance with state statutes. Continuation of other benefits will be in accordance with Worker's Compensation and Long Term Disability provisions. In the event of double payment, the employee will be required to reimburse the district.
- D. **Personal Leave:** Each member is entitled to five (5) days for personal, legal, business, household, or family matters which require absence during school hours. Application to the administrator's immediate supervisor for such leave shall be made at least two (2) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he/she is taking it under this section.
- E. A member called for jury duty, or membership in the Professional Standards Board, or called to serve not more than a fourteen (14) day annual training tour of duty or

temporary active duty with the National Guard or U.S. Reserves, will be paid the difference between what fee he/she receives for such service, based on the member's regular daily rate.

Except for sick leave, all leave taken under this subsection shall be non-accumulative.

### **RETIREMENT BONUS:**

The Board shall increase a maximum of 3 eligible retiring members' pay by 10% during their last year of employment. A member is eligible to receive the retirement bonus only if at the date of retirement, the member is (1) age 55 or older, (2) is eligible for service retirement from the New Hampshire Retirement System, and (3) has provided at least 5 years of service to the Lebanon School District. The member must have submitted written notice to the Superintendent of his/her intent to retire by December 1 of the preceding year. After ten (10) years of service the retirement bonus will be increased to 15%. After 15 years of service the retirement bonus will be increased to 20% and after 20 years of service the retirement bonus will be increased to 25%. In the event that more than three members are eligible to receive the retirement bonus in any year, the bonus shall be paid to those three members with the most years of service to the Lebanon School District, and ties in years of service shall be broken by awarding the retirement bonus to the member with the earliest date of hire.

Notwithstanding any other provision in this agreement, payment to an employee under this article shall be delayed until at least 120 days after the employee's retirement in such amount as is necessary to prevent the school district from being assessed by the New Hampshire Retirement System under RSA 100-A:16 III-a.

### **ARTICLE IX** **UNPAID LEAVE OF ABSENCE**

The Board, at its sole discretion, may grant extended leaves of absence without pay for up to one year. Upon return from a leave, the employee will be placed in the same, or a comparable, position for which the employee is qualified. The employee will be entitled to the same salary and benefits he/she had accrued at the commencement of leave. The date of intended return and the notification requirements shall be mutually agreed upon by the Superintendent and the LAG member prior to the leave being granted.

Members on unpaid leaves 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.

### **ARTICLE X** **SABBATICAL LEAVE**

Any member of the bargaining unit may apply for a leave of absence for the purpose of educational improvement, providing such person has been under contract in the Lebanon School

District for a period of not less than ten (10) years and such application is filed with the Superintendent of Schools no later than December 1 of the year preceding the start of the leave. The application shall be in writing and shall demonstrate how the leave will be of benefit to the individual in her/his current job capacity, the students who will be affected by the result, and the school district in general. The Superintendent will review the application to assure that the district will benefit from the research being proposed. The Superintendent will provide information in the following area and make recommendations to the Board on whether or not to grant the leave:

- A. Educational soundness of the proposal
- B. Benefit to the Lebanon School District
- C. Impact on student learning and achievement
- D. Financial impact and remuneration data
- E. Impact on personnel assignments and schedules
- F. Duration and timing
- G. Other information she/he finds appropriate or requested by the Board

The Board may approve such leave provided that the Superintendent approves the sabbatical proposal as educationally sound and provided that no other member has been granted a sabbatical leave for the same period. Should more than one sabbatical proposal be received, the decision as to whom the leave shall be granted shall be solely within the discretion of the School Board.

A member for whom sabbatical leave is granted will receive one half of his/her annual salary and benefits, up to the full level of benefits available to full-time employees, for a full year or full salary and benefits for a half year. Nothing in this paragraph is meant to restrict the parties from agreeing to salary and payment levels lower than those described in order to make a sabbatical proposal financially feasible.

If permission for sabbatical is granted, the member shall sign an agreement that the LAG member will return to the district for a period of not less than two (2) years or, should he/she leave the employ of the Lebanon School District for any reason except death or serious illness during the two (2) years immediately following completion of his/her sabbatical leave, or should the LAG member fail to return at the expiration of such leave, he/she will reimburse the district for salary and benefits paid during the leave plus interest at the prime rate plus 2% for the period of the sabbatical.

A member shall not be granted more than one sabbatical leave, whether paid or unpaid, per ten year period unless there is an extreme emergency in which case the School Board could consider granting said leave.

**ARTICLE XI**  
**REDUCTION IN FORCE**

The Lebanon School District has the right to decrease the number of members in the bargaining unit because of decrease in enrollment within a grade level or program, discontinuance or reduction or reorganization of the program, school, or district. Should the school district reduce the number of members in the bargaining unit, members shall be entitled to advance notice of the layoff to be given by December 20th of the year of the notice. In the event that this occurs and in order to permit the administrator one transitional year to obtain other employment, the school board, at its sole option shall:

- (a) reassign the member to a teaching position within the district, if there is an available teaching position for which the Member is Highly Qualified and to which the Member can be assigned without violating the collective bargaining agreement between the District and the Lebanon Education Association. Such reassignment shall result in the member's receiving the appropriate teacher's salary, and, if approved in writing by a Memorandum of Understanding between the Lebanon Educators' Association and Lebanon School Board, the Member's accrued sick days, up to the maximum number allowed by the LEA CBA, will be retained upon reassignment;

or

- (b) purchase the affected member's contract for the following school year by paying the member one year's salary at the rate at which the Member could have been hired as a teacher pursuant to paragraph (a) of this article.

or

- (c) Reassign the member to another position within the bargaining unit for one year at no loss of pay.

In all such cases, the Superintendent will consult with the affected Member or Members of the Bargaining Unit.

Nothing in this section shall be construed to prevent the Superintendent and/or the Lebanon School Board from effecting a reduction in force by not filling vacancies as they occur.

**ARTICLE XII**  
**GRIEVANCE PROCEDURE**

**PURPOSE**

The purpose of this process is to secure, at the lowest possible administrative level, equitable solutions to legitimate grievances which might arise. Both parties agree that these proceedings shall be kept confidential, except to the extent that facts need to be communicated to other parties in the grievance process. The parties shall cooperate and act in good faith to resolve the grievance.

This procedure is intended to provide all administrators equitable solutions for alleged misinterpretations or violations of local school district policies or this Agreement.

**DEFINITIONS**

1. Grievance: An alleged violation of this agreement.
2. Grievant: The person submitting a grievance, or The Association when a grievance is submitted on behalf of more than one grievant; or The Association when a grievance decided by management is submitted to arbitration.
3. Days: Working days

**PROCESS**

1. Submission Deadline: A grievance must be submitted at Step 2 within 21 days of the date of grievant knew or should have known of the incident which gave rise to the allegation. The grievance must be submitted in writing stating the specific provisions of this contract alleged to have been violated and it is considered unconditionally and permanently withdrawn in favor of the district if not submitted in a timely manner.
2. Step 1 – Superintendent: Informal attempt to resolve the grievance. The grievance must be presented informally to the Superintendent within 7 days of the date the grievant knew, or should have known, of its existence. The Superintendent will decide within 7 days of receipt. The grievant may submit the grievance in writing to Step 2 after the Superintendent has been aware of the grievance for 7 days, or prior to the 7<sup>th</sup> day by mutual agreement with the Superintendent.
3. Step 2 – School Board: Formal consideration of the grievance by management. The grievance will be submitted to the School Board in writing and shall:
  - a.) describe the nature of the grievance and the facts giving rise to it;

- b.) note the provisions of this Agreement alleged to have been violated, misinterpreted or misapplied; and
- c.) state the specific remedy requested to resolve the grievance.

The school board will respond to the grievant within 21 days of receipt of the formal grievance.

4. Step 3 – Arbitration: The Association may move the grievance to arbitration by informing the Superintendent of its intent to do so within 7 days of the date the School Board's response was received or was due. The association must initiate a request to have an arbitrator appointed by the American Arbitration Association (AAA) within 3 days of its notice to the Superintendent unless the Superintendent agrees to other arrangements. The request to the AAA will be in writing and a copy given to the Superintendent at the time of mailing. The Arbitrator shall be limited to the issues at hand and shall have no power to expand upon the terms of the Agreement between the parties. The Arbitrator may establish a "make whole" award but may not impose any additional penalties. The Arbitrator shall have no power to make any award involving "cost items" beyond those appropriated by the School District. The normal costs of the arbitrator shall be borne equally by the parties. Any other costs shall be paid by the party incurring them.
5. Final and binding arbitration: The findings of the arbitrator shall be final and binding unless the grievant or the board decides to proceed with court action in accordance with their rights under the laws and constitution of the federal and state governments.
6. Records: Documents, communications, and records of grievances may be placed in personnel files but will not be forwarded to prospective employers.

### **ARTICLE XIII** **SAVINGS CLAUSE**

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

### **ARTICLE XIV** **ZIPPER CLAUSE**

It is understood that both parties have had an opportunity to make proposals on all negotiable issues during negotiations and that this written agreement reached as a result represents the total of all understandings between the parties for the contract term.

This Agreement may not be altered, changed, or added to, deleted from or modified except through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

**ARTICLE XV**  
**DURATION**

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

The provisions of this Agreement will become effective as of July 1, 2013, to June 30, 2018, subject only to reopening only on the issue of pay increases and increases to Excellence in Service Pay during the fourth and fifth year of this Agreement, or until a successor Agreement is reached. In order to reopen negotiations on the subjects of Excellence in Service Pay and pay increases, either party may notify the other of their intention to bargain on these topics on or before September 1, 2015.

**LEBANON ADMINISTRATIVE GROUP**

**LEBANON SCHOOL BOARD**

By: *Jan M. Moylan*  
Chairperson, Negotiations Committee

By: *Kathleen Berger*  
Chairperson, Negotiations Committee

Date: 1/30/13

Date: Jan. 23, 2013

By: \_\_\_\_\_  
President of the Association

By: *Hank Tenney 1/14/13*  
Chairman of the School Board

Date: \_\_\_\_\_  
*Gail E. Paludi 1/11/13*  
Gail Paludi, Superintendent of Schools

Date: \_\_\_\_\_  
Date: 1/11/13