

**AGREEMENT**  
**BETWEEN**  
**THE LINCOLN-WOODSTOCK COOPERATIVE**  
**SCHOOL BOARD**  
**AND THE**  
**LIN-WOOD EDUCATION ASSOCIATION/NEA-NH**  
**2021-2023**

PREAMBLE .....2

ARTICLE I RECOGNITION.....2

ARTICLE II NEGOTIATIONS PROCEDURES .....3

ARTICLE III JURISDICTION AND AUTHORITY OF SCHOOL BOARD.....3

ARTICLE IV GRIEVANCE PROCEDURE.....4

ARTICLE V CHILD REARING LEAVE.....6

ARTICLE VI PERSONAL DAYS .....6

ARTICLE VII BEREAVEMENT LEAVE.....7

ARTICLE VIII SICK LEAVE.....7

ARTICLE IX INSURANCE .....9

ARTICLE X SAVINGS CLAUSE .....10

ARTICLE XI SALARIES.....10

ARTICLE XII DUES DEDUCTION .....11

ARTICLE XIII FAIR TREATMENT.....12

ARTICLE XIV EXTRA-CURRICULAR & CO-CURRICULAR.....12

ARTICLE XV PROFESSIONAL DAY POLICY .....12

ARTICLE XVI ASSOCIATION DAYS .....12

ARTICLE XVII LEAVE WITHOUT PAY .....13

ARTICLE XVIII COURSE REIMBURSEMENT .....13

ARTICLE XIX NON-DISCRIMINATION.....14

ARTICLE XX LOYALTY-LONGEVITY RETIREMENT PLAN.....14

ARTICLE XXI WORK YEAR.....15

ARTICLE XXII WORKDAY .....15

ARTICLE XXIII REDUCTION IN INSTRUCTIONAL STAFF WORK FORCE .....16

ARTICLE XXIV MISCELLANEOUS.....18

ARTICLE XXV DURATION OF AGREEMENT .....19

APPENDIX A .....20

APPENDIX B .....22

PREAMBLE

Agreement, made by and between the Lincoln-Woodstock Cooperative School Board, herein after called the "Board" and the Lin-Wood Education Association/NEA-NH, hereinafter called the "Association."

Witnessed:

Whereas, the parties have negotiated and have reached certain understandings which they desire to confirm in this agreement.

Therefore, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

1.1 The Board recognizes the Lin-Wood Education Association/NEA-NH as the exclusive representative of all permanent teachers employed by the Lincoln-Woodstock Cooperative School District for the purpose of negotiating with the Board with respect to terms and conditions of employment as defined in the Public Employee Labor Relations Act, RSA 273-A, I Definitions, XI.

"Terms and conditions of employment" means wages, hours, and other conditions of employment other than managerial policy within the exclusive prerogative of the public employer or confided exclusively to the public employer by statute or regulations adopted pursuant to statute. The phrase "managerial policy within the exclusive prerogative of the public employer" shall be construed to include but shall not be limited to the functions, programs, and methods of the public employee, including the use of technology, the public employer's organizational structure, and the selection, direction, and number of its personnel, so as to continue public control of government functions.

1.2 The term "Teacher" shall mean a permanent professional employee of Lincoln-Woodstock Cooperative School District whose position requires certification by the State Board of Education as a professional engaged in classroom teaching. "Teacher" shall also include Guidance Counselors, Librarians and Social Workers. This term "Teacher" shall exclude all others employed by the Board including Superintendents, Assistant Superintendents, Principals, Assistant Principals, Directors, Coordinators, Teacher Consultants, Department Heads, Nurses, Business Administrators, or other persons employed by the State Board of Education and all other employees of the Board. (Department Heads and Assistant Principals shall be considered out of the Bargaining Unit if they spend a minimum of 50% of their time performing administrative duties.) The minimum benefits of all permanent teachers will be pro-rated dependent on the amount of time the teacher teaches.

1.3 The Association agrees to represent equally all such teachers in the Unit designated above without discrimination and without regard to membership in the Association.

1.4 This recognition shall not preclude the Board from communicating with, consulting, or dealing with any individual teacher or group of teachers for any purpose the Board shall deem desirable in the discharge of its responsibilities, nor shall it preclude any teacher from

appearing before the Board in his/her own behalf on matters relating to his/her employment with the District.

- 1.5 During the term of this Agreement, the Board agrees not to negotiate with any teachers' group or Association other than the designated Unit in regard to any matter subject to negotiations under Article I.

## ARTICLE II

### NEGOTIATIONS PROCEDURES

- 2.1 On or before October 1<sup>st</sup> of the appropriate year, the Association shall present to the Board its list of issues concerning salaries and direct economic benefits, and terms and conditions of employment as defined in RSA 273-A, Definition, XI. On or before October 10<sup>th</sup>, the parties agree to enter into negotiations in a good faith effort to reach an agreement concerning terms and conditions of employment as defined in RSA 273-A, Definitions, XI:

"Terms and conditions of employment" means wages, hours, and other conditions of employment other than managerial policy within the exclusive prerogative of the public employer or confided exclusively to the public employer by statute or regulation adopted pursuant to statute. The phrase "managerial policy within the exclusive prerogative of the public employer" shall be construed to include but shall not be limited to the functions, programs, and methods of the public employer, including the use of technology, the public employer's organizational structure, and the selection, direction, and number of its personnel, so as to continue public control of governmental functions.

- 2.2 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 upon the Board unless and until the necessary appropriations have been approved by the voters of the District. The Board shall make a good faith effort to secure the funds necessary to implement said agreements. If such funds are not forthcoming, the Board and the Association shall resume negotiations on all or part of the entire agreement. See RSA 273-A: 3II (b).
- 2.3 If the parties fail to reach agreement on any matter or matters which are subject to negotiations, either party may declare an impasse. All resolutions of impasse will be resolved through RSA 273-A:12.

## ARTICLE III

### JURISDICTION AND AUTHORITY OF SCHOOL BOARD

- 3.1 The Board, subject to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the School District.
- 3.2 The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, discretions, or authorities which by law are vested in them and this Agreement shall not be construed so as to limit or impair their respective statutory powers, discretions, or authorities.

## ARTICLE IV

### GRIEVANCE PROCEDURE

- 4.1 Definition: A grievance shall mean a complaint by a teacher, a group of teachers or the Association that there has been a violation of misapplication of the provisions of this Agreement.
- 4.2 A grievance to be considered under this procedure must be initiated in writing by the employee within thirty (30) calendar days of its occurrence, or from the time the teacher should have known of its occurrence. The following matters are excluded from the grievance procedure:
1. Any matter for which a specific method or review is prescribed and expressly set forth by law, by any rule or regulation of the State Commissioner of Education.
  2. A complaint of a probationary teacher which is caused by his/her not being re-employed.
  3. A complaint by any certified personnel caused by appointment or lack of appointment, retention or lack of retention in any position for which a contract is not required.
  4. Any matter, which, according to law, is beyond the scope of the Board's authority or limited to the unilateral action by the Board alone.

#### Procedure:

- 4.3 Step 1: Any teacher who has a grievance shall first discuss it with his/her immediate supervisor in an attempt to resolve the matter at that level. A decision shall be rendered within five (5) calendar days.
- 4.4 Step 2: If the teacher is not satisfied with the decision, he/she may appeal the decision to the Principal within five (5) calendar days after the receipt of the decision of the immediate supervisor. The appeal shall be in writing on the prescribed form and must specify:
- A. The nature of the grievance.
  - B. Personal loss, injury, or inconvenience which is claimed
  - C. The remedies sought.
- 4.5 The Principal shall investigate the matter and communicate the decision in writing to the grievant within five (5) calendar days from the receipt of the written grievance.
- 4.6 Step 3: If the teacher is not satisfied with the decision, he/she may appeal the grievance to the Superintendent in writing within five (5) calendar days after the receipt of the Principal's decision. The Superintendent shall investigate the grievance and render his/her decision, in writing ten (10) calendar days after the receipt of the appeal to his/her level.
- 4.7 Step 4: If the teacher is not satisfied with the decision rendered by the Superintendent, he/she may appeal the grievance to the School Board. Such an appeal must be made within five (5) calendar days after the receipt of the Superintendent's decision. The Board or a committee thereof shall review the grievance and, at its option, may request that a hearing be held with

those involved in the grievance prior to making its decision. The Board shall render its decision in writing within twenty (20) calendar days after the receipt of the appeal.

4.8 Step 5: If the decision of the Board does not resolve the grievance, then the teacher, or group of teachers, shall notify the Association within ten (10) calendar days of receipt of the Board's decision. If, and only if, the Association determines that the matter should be reviewed further, it shall advise the Board in writing, through the Superintendent, within thirty (30) calendar days receipt of the Board's decision that the Association has decided to submit the grievance for arbitration.

4.9 The following procedure shall be used to secure the services of an arbitrator:

4.9.1 The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within ten (10) calendar days, the American Arbitration Association will be notified and requested to submit a roster of at least seven (7) persons qualified to function as arbitrator.

4.9.2 If the parties are unable to determine a mutually satisfactory arbitrator from the submitted roster within ten (10) calendar days, they shall request the American Arbitration Association to submit a second roster of at least seven (7) names.

4.9.3 If the parties are unable to determine, within ten (10) calendar days of the receipt of the second list, a mutually satisfactory arbitrator, the American Arbitration Association shall submit a third roster with three (3) names. If an arbitrator cannot be mutually agreed upon within ten (10) calendar days, the parties shall arrange a conference telephone call with the Chairman or designee of the American Arbitration Association during which each party shall be given an opportunity to establish good cause as to why any individual on the roster should not be appointed. The Chairman shall then designate an arbitrator from said roster.

4.10 The arbitrator shall limit him/herself to the issues submitted to him/her. The arbitrator shall be bound by and must comply with all of the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be binding.

4.11 The arbitrator shall issue and mail the arbitrator's report to each party within thirty (30) calendar days of the completion of the arbitrator's hearing.

4.12 The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence, and any other relevant expense shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

4.13 Failure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure in any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of future appeal of the decision and will be considered acceptance of the decision rendered.

## ARTICLE V

### CHILD REARING LEAVE

- 5.1 Child Rearing Leave of up to one (1) year shall be granted, without pay, on condition that for a leave requested to commence during the school year, a suitable replacement teacher can be obtained. This leave shall be for the purpose of caring for a minor child within the teacher's household under the age of five years. There shall be no age limitation for a child with a physical disability requiring parental supervision. The term "child" shall be limited to a teacher's natural child, adopted child, foster child, or guardian child. The end of such leave shall coincide with the end of a grading period.
- 5.2 Such leave may be extended for an additional period not to exceed one (1) school year at the sole discretion of the School Board. This decision shall not be subject to the grievance procedure.
- 5.3 Except in emergency situations, the teacher shall notify the Superintendent of the desire to take such leave thirty (30) days prior to the estimated day of the leave's commencement.
- 5.4 The teacher may maintain medical insurance with the School District during the entire term of this leave, subject to the teacher paying the monthly health insurance premium in advance on the first day of each and every month during the term of the leave.
- 5.5 Notification to the Board of the teacher's intention to return from the Child Rearing Leave must be made in writing on or before March 1<sup>st</sup> in the year the teacher intends to return. Failure to so notify the Board in writing by March 1<sup>st</sup> shall be considered a voluntary resignation by the teacher who shall lose all rights to a teaching position. The teacher will return to either the same position or a similar position within the District.
- 5.6 The return of the teacher to work prior to the beginning of the following school year or prior to the originally planned date of return to work is at the sole discretion of the Superintendent.

## ARTICLE VI

### PERSONAL DAYS

- 6.1 Teachers shall be allowed four (4) days, non-accumulative, leave per school year without loss of pay to take care of urgent and compelling personal business and emergencies for which no other time than in-school time can be used. These days may be used without explaining the nature of the problem to the Principal or his/her designee. Personal days may not be used for recreation. To be eligible for payment, teachers must obtain written approval of their Principal or his/her designee prior to the utilization of the personal day benefit, unless the immediacy of the emergency prevents the prior approval. In this case, to be paid, the teacher may make a verbal request and receive verbal approval but shall submit written notice as soon as possible.
- 6.2 The third and fourth personal day taken shall be deducted from the employee's sick leave. Personal days may be applied in whole or half days as determined by the Principal or his/her

designee. Notification should be given as soon as possible to the Principal or his/her designee. If a personal day is to be used prior to or immediately following a vacation or holiday, a reason must be given, subject to the approval of the Superintendent of Schools. Personal leave may not be used to extend a holiday or vacation.

## ARTICLE VII

### BEREAVEMENT LEAVE

- 7.1 A teacher shall be entitled to three (3) days per year, non-accumulative, for bereavement. The teacher shall notify the Principal that she/he is taking the leave as soon as possible. The Principal may extend this leave beyond three (3) days at his/her discretion depending on distance to be traveled.

## ARTICLE VIII

### SICK LEAVE

- 8.1 Teachers shall be allowed up to fifteen (15) days of sick leave per year. Any member of the bargaining unit who leaves during the course of the year shall receive a pro-rated allotment of sick leave based on the portion of the year that is worked. One hundred ten (110) days of sick leave may be accumulated by teachers on staff as of the 2008-09 school year. All hires after this date may accumulate ninety (90) days of sick leave.
- 8.2 Each year's sick leave days are in addition to the accumulated total of prior unused days. For those individuals that have reached their maximum number of accumulated sick leave days, one hundred ten (110), the number of sick leave days shall be added to the maximum. If sick leave days beyond the maximum are not used, the sick leave days will not accumulate.
- 8.3 A doctor's certification must be submitted to the Principal in the event an illness is beyond five (5) consecutive school days. If the employee does not submit a doctor's certification within five (5) calendar days of his/her return to work, his/her pay will be reduced by the equivalent number of days lost. The obligation to present a doctor's certificate is the duty of the teacher and the administration will not be held responsible for not notifying the teacher of any oversight.
- 8.4 A catastrophic sick leave bank shall be established for bargaining unit members who have exhausted their accumulated sick leave days due to the prolonged illness of a participating unit member. Participation shall be voluntary and only participating members will be eligible for sick bank use.

Bargaining unit members who choose to participate shall initially donate two (2) sick leave days from their annual allotment. The intention to participate will be indicated on a form filed with the Superintendent of Schools on or before October 15<sup>th</sup>. Once an individual has chosen to participate and has donated days, he/she shall continue as a participant until the bank falls below the minimum number of total days. Every fall after the initial creation of the bank, new employees and individuals who previously chose not to participate will have an opportunity to join the bank, also on a form provided by the district and filed on or before October 15<sup>th</sup>.



If the sick bank falls below a minimum threshold of forty (40) days, one (1) additional day shall be donated from the accumulated sick leave of each bargaining unit member who indicates that they wish to continue participation.

A committee of two (2) School Board members, two (2) Association members, and one (1) Administrator shall comprise a panel to sit in governance over any decision to grant use of the sick leave bank. A request for use of the sick leave bank shall be made in writing to the Superintendent of Schools. Not more than twenty-five (25) days shall be granted at one time to an individual. The panel may review a case after an initial use of the sick leave bank and grant up to an additional twenty-five (25) days from the sick leave bank for the same illness.

All unused sick bank days shall carry forward to the next school year, except that the total number of days shall not exceed 110 days

- 8.5 All prearranged medical appointments will be deducted in whole or half days from sick leave. Prior approval must be obtained to be paid and to facilitate obtaining a suitable substitute.
- 8.6 Child Bearing leave shall be treated as any other disability. Usually the leave is 6-8 weeks. A teacher shall be entitled to utilize accumulated leave for days of actual disability. Except in cases of emergency, teachers are expected to notify the Superintendent at least thirty (30) days prior to the date of disability.
- 8.7 Eight (8) of the sick days allocated in 8.1 above may be used for illness in the immediate family.
- 8.8 Bargaining unit members who maintain perfect attendance, exclusive of professional leave, shall be paid an award of \$300. This is available on an annual basis.

ARTICLE IX

INSURANCE

9.1 Members of the unit may subscribe to a SchoolCare Green Open Access plan #2 (\$20 office visit co-pay, Rx 10/30/65) or a SchoolCare Red Open Access plan (Rx 10/30/65). For the 2021-2022 and 2022-2023 year the District will pay an amount equal to 82% of the SchoolCare Green plan #2 for whichever plan is chosen. In addition, starting in January 1, 2022, an adjustment for a high cost plan equal to the excise tax that accrues under the Affordable Care Act (currently U.S.C. § 4980I) shall be subtracted from the District's share of the premium under this Section, and shall be added to the employee's share of the premium under this Section.<sup>1,2</sup>

In the event it appears that there is exposure to an excise tax per the Affordable Care Act during the term of this agreement, the parties agree to reopen negotiations on Article IX of this agreement only, to address the payment of the tax, to make any such appropriate changes to the health plan to avoid the excise tax as the parties may agree to address such tax.

9.2 If the District can obtain the equivalent coverage at a lower cost with another carrier, it will be permitted to change from the specific policy mentioned above.

9.3 The Association will encourage all teachers to obtain the coverage that their family situation dictates.

9.4 The Board agrees to make the following contribution per teacher per month toward dental insurance: 75% of the single monthly premium per teacher.

9.5 The School Board will contract with Delta Dental Insurance to provide Northeast Delta Dental Plan 1E provided, however, that if the District can obtain equivalent coverage at a lower cost with another carrier, it will be permitted to change from the specific policy mentioned above.

9.6 A member whose spouse is likewise employed by the District and covered by a health insurance plan paid by the District will not be permitted to select a health insurance plan, which in combination with a plan selected by his/her spouse would increase the total cost of health insurance to the District to cover both spouses. This means that spouses, both of whom are employed by the District, may not select, for example, two (2) single-person health insurance plans, a single-person health insurance plan and a two-person health insurance plan, or two (2) two-person health insurance plans.

---

<sup>1</sup> The excise tax is expected to equal 40% of the excess of the plan's cost over \$850 per month (\$10,200 per year) for single coverage or over \$2,291.66 per month (\$27,500 per year) for two-person or family coverage. The plan's cost for purposes of this adjustment is expected to equal the aggregate premium, plus any contributions to FSAs, HRAs and HSAs. The excise tax and adjustment may change with the cost of living per 26 U.S.C. 4980I(b)(3)(C)(v) or with amendments to the Affordable Care Act.

<sup>2</sup> Example: Assume the annual premium for the selected plan with single coverage is \$11,000 and FSA contributions are \$1,000. The annual plan's cost is \$12,000 (\$11,000 + \$1000). The annual excise tax and adjustment are expected to be \$720 (40% x [\$12,000 - \$10,200]). The District will subtract \$720 from its share of the annual premium, and the employee will add \$720 to his/her share of the annual premium. The District then will pay the \$720 when the excise tax comes due.

- 9.7 The Board will provide teachers with term life insurance in the amount of \$40,000. If the term life insurance carrier chosen by the District for employees offers employees the ability to purchase additional insurance on their own, at no additional cost to the district, they may do so.
- 9.8 Eligible bargaining unit members opting not to take District health insurance who provide proof that 1) they have other health insurance that is not subsidized (i.e., is not subsidized per the Patient Protection and Affordable Care Act) and 2) that the employee and all family members the employee will claim as tax exemptions have minimum essential coverage outside the individual market, will be entitled to a buyout in the amount of \$2500 minus any penalty which is imposed on the School District because the employer receives subsidized health insurance. The payment shall be prorated in each paycheck through the end of the school year. Payment shall be contingent upon the employee providing evidence of other non-subsidized health insurance coverage by June 1 of each year for the ensuing school year. Employees who are new to the District need to provide evidence of other non-subsidized health insurance coverage within thirty (30) days of commencement of work in order to be eligible for this payment. Employees whose spouse takes health insurance through the District are not eligible for this payment.

## ARTICLE X

### SAVINGS CLAUSE

- 10.1 If any article or part of this Agreement is held to be invalid by operation of law, by court of competent jurisdiction to include the P.E.L.R.B., or if compliance with or enforcement of any article or part shall be restrained by said authority, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

## ARTICLE XI

### SALARIES

- 11.1 Salaries for employees covered by this Agreement shall be as determined by APPENDIX A for the school years 2021-2022 and 2022-2023.
- 11.2 Extracurricular payments will be made in accordance with APPENDIX B as described for the duration of this Agreement.
- 11.3 Additional or summer employment shall be at the discretion of the Superintendent with the approval of the School Board. Teachers who agree and work additional days shall be paid at their per diem rate. Teaching in the summer school program is not included in these additional days. Teaching in the summer school program is voluntary and will be paid at a rate to be determined by the Superintendent if summer school is offered.

ARTICLE XII

DUES DEDUCTION

12.1 The Board agrees to deduct from the salaries of its employees' dues for the Lin-Wood Education Association/NEA-NH, the New Hampshire Education Association, and/or the National Education Association, or any one of such Associations, as said teacher individually and voluntarily authorizes the School Board to deduct and to transmit the monies promptly to such Association or Associations. Teacher authorizations will be in writing in the form set forth below:

"Dues Authorization Card"

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

I hereby request and authorize the Lincoln-Woodstock Cooperative School Board to deduct from my earnings and transmit to the Treasurer of the Lin-Wood Education Association/NEA-NH for transmittal to the Association checked below an amount sufficient to provide for regular payment of the membership dues as certified by such Associations. I understand the Board will continue such deductions for any school year only if I notify the Board in writing to do so not later than October 1<sup>st</sup> each school year. I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board, all of its officers, and employees from any liability therefore.

Teacher Organizations:

Lin-Wood Education Association/NEA-NH \_\_\_\_\_  
New Hampshire Education Association \_\_\_\_\_  
National Education Association \_\_\_\_\_

Dated: \_\_\_\_\_ Teacher's Signature: \_\_\_\_\_

12.2 Each of the Associations named in Section A above will certify to the Board, in writing, the current rate of its membership dues.

12.3 Any Association which changes the rate of its membership dues will give the Board written notice by October 1<sup>st</sup> of the year of such change.

12.4 Any teacher desiring to have the Board continue deductions she/he has previously authorized must notify the Board and the Association concerned, in writing, not later than October 1<sup>st</sup> of each school year.

12.5 For employees who have chosen the option of receiving their paychecks in the form of 26 equal checks, dues deduction shall be calculated so that the full amount of dues to be deducted shall be completed by the end of the school year in June.

- 12.6 Teachers will be notified prior to the close of the school year of their tentative assignments for the forthcoming year. If it becomes necessary to make any changes in the assignments, the affected teacher will be notified as soon as possible.

### ARTICLE XIII

#### FAIR TREATMENT

- 13.1 Any teacher who may be discharged, suspended, disciplined, or reprimanded shall have (on written request to the Superintendent) copies of all information on file that supports the charges made against that teacher. All reprimands, suspensions, discharges, or disciplinary action shall be for just cause and shall comply with State laws, State Board of Education rules, and School Board rules and policies.

### ARTICLE XIV

#### EXTRA-CURRICULAR & CO-CURRICULAR

- 14.1 All extra-curricular and co-curricular openings as noted in ARTICLE 24.1 shall be posted and advertised.

### ARTICLE XV

#### PROFESSIONAL DAY POLICY

- 15.1 The Board defines a “professional day” as release time granted to a teacher during regular school hours for professional improvement that may not be possible outside of school hours.
- 15.2 At the discretion of the Principal, two professional days per school year may be allowed each teacher in the Lincoln-Woodstock Cooperative School District. Additional professional days may only be granted to a teacher with the consent of the Principal.
- 15.3 In the event the teacher does not agree with the Principal's decision, a verbal appeal may be made to the Superintendent. The Superintendent's decision is final.

### ARTICLE XVI

#### ASSOCIATION DAYS

- 16.1 The Association shall be allowed two man/woman days for the unit per school year for Association business. Notification of at least 15 days shall be provided to the Superintendent or his designee.

## ARTICLE XVII

### LEAVE WITHOUT PAY

- 17.1 Any teacher wishing to take leave without pay for a year must notify the Board in writing no less than sixty (60) days prior to the beginning of the school year during which such leave is effective. The leave will be granted at the discretion of the Board.
- 17.2 Notification to the Board of the teacher's intention to return must be made in writing on or before March 1<sup>st</sup>. Failure to notify the Board in writing by March 1<sup>st</sup> shall be considered a voluntary resignation by the teacher. Return from Leave Without Pay shall coincide with the expiration date indicated on the teacher's leave request as approved by the Board. This normally shall be the beginning of the school year following the granting of such leave. The return of the teacher to work prior to the beginning of the following school year or prior to the originally planned date of return to work is at the sole discretion of the Superintendent.

## ARTICLE XVIII

### COURSE REIMBURSEMENT

- 18.1 Each teacher after one year with the District shall be entitled to take a total of three (3) courses per year which will be reimbursed at the lesser of the cost of the course taken or the graduate rate charged to New Hampshire residents at Plymouth State University for the same or an equivalent course. Teachers shall be reimbursed for one course per semester. The Board may grant more courses because of extenuating circumstances. Such reimbursements shall be limited to twenty thousand dollars (\$20,000) for the 2015-2016 school year and will then increase to twenty five thousand dollars (\$25,000) effective 2016-2017 school year. Teachers shall be reimbursed for only those courses that specifically relate to their area of teaching responsibility as determined by the Board. Only those courses with a grade of B or better will be reimbursed. If a teacher with less than one year in the District is required by administration to take a course, it will be reimbursed as per above.
- 18.2 Teachers may request that the cost of the course(s) be paid by the School District at the time of registration. Thirty days advance notice will be required by the Business Office to process payment. Teachers who do not complete the course or do not pass the course with a grade of B or better will be required to reimburse the District in full through payroll deduction. Within fifteen (15) days of receipt of final grade teacher will submit documentation to the SAU Office or payroll deduction will begin. Summer courses requiring prepayment will require an individual contract between the teacher and the School District.
- 18.3 If the employee chooses to leave the employment of the Lin-Wood School District for employment in another teaching position within one year after the end of the classes for which the employee is reimbursed, the District may require a refund of the tuition paid for classes that have been taken within 12 months of departure.

ARTICLE XIX

NON-DISCRIMINATION

- 19.1 The Association agrees to represent equally all teachers without regard to race, color, creed, age, sex, marital status, national origin, handicap, or membership in the Association.
- 19.2 The Board agrees not to discriminate against a teacher because of race, color, creed, age, sex, marital status, national origin, handicap, or membership in the Association.

ARTICLE XX

LOYALTY-LONGEVITY RETIREMENT PLAN

By the provisions in this article, the Board's intent is to recognize the loyalty and longevity services of retiring Lin-Wood teachers through a retirement benefit plan.

- A. Upon retirement, any teacher employed by the Lincoln-Woodstock Cooperative School District will become eligible to receive, in addition to his/her regular contracted salary and upon completion of his/her final year of service, a payment benefit based on the provisions of ARTICLE XX, Parts B, C, D, & E.
- B. Eligibility: The Retiree must:
1. Reach age 55 by his/her retirement year.
  2. Submit in writing to the office of the Superintendent between July 1<sup>st</sup> and November 1<sup>st</sup> a notification of intent to retire in the school year in which the retirement is to occur. (This may be withdrawn prior to November 1<sup>st</sup> by the teacher or it may be withdrawn if the retirement stipend is not awarded to the teacher.)
  3. Serve a minimum of ten (10) consecutive years of teaching in the Lincoln-Woodstock School District.
    - A. The first year of the "child rearing leave provision" shall be considered an "approved" leave subject to the provisions of Article V, section 5.1.
    - B. For the purposes of this retirement plan, it is understood that an approved leave-of-absence will not be considered a break in service, but the period of leave shall not be included in the total accrued.
  4. Otherwise comply with the guidelines and regulations of New Hampshire Retirement System.
- C. Payment Benefit Tiers:
1. Minimum 10 years full-time in District: Retiree receives \$7,000
  2. Minimum 15 years full-time in District: Retiree receives \$9,000
  3. Minimum 20 years full-time in District: Retiree receives \$20,000
- D. Special Provisions:
1. The District shall provide retirement stipends to two (2) individuals who meet the eligibility requirements annually.
  2. If more than two (2) eligible individuals apply then the two who automatically qualify for the stipend shall be the two who have the most years of service within the bargaining unit in the Lin-Wood School District.
  3. If two (2) staff members have an equal number of years of service to the District then the total years of public school teaching in New Hampshire shall be considered. If the two are still tied then the total years of public school teaching in any state shall be considered.

4. The Board may choose to grant more than two (2) retirement stipends in any given year. If the Board chooses to grant one (1) or more additional stipends, the individuals who receive the stipend will be selected at the Board's discretion. The Board shall notify the individuals no later than the first Board meeting in January of the school year in which the retirement is to occur.
5. This retirement Benefit will be made in a single (lump sum) payment to the retiree no more than 120 days after July 1<sup>st</sup> of the retirement year.
6. Notwithstanding any other provision in this Agreement, payment of compensation to an employee (including but not limited to sick leave at severance and retirement pay) will, if the School District will be assessed for the retiree by the New Hampshire Retirement System under RSA 100-A:16, III(a) or any other similar statute, be divided into two separate lump sum payments. The first lump sum payment shall be due and payable in July following the date of retirement and shall equal the maximum payment that will not result in the School District being assessed by the New Hampshire Retirement System. The second lump sum payment, in an amount equal to the remainder of the compensation that was not paid in the first lump sum, shall be due and payable at least 121 days after the employee's retirement with the next regularly scheduled payroll but only at such time so as to prevent the School District from being assessed by the New Hampshire Retirement system under RSA 100-A:16, III(a) or any other similar statute.

## ARTICLE XXI

### WORK YEAR

- 21.1 Teachers will work a maximum of 186 days per year including a minimum of six days for professional, program and curriculum development or other building level activities directed by the Superintendent, provided, however, that no more than four of these six days will be prior to the opening of school and provided further that over the course of the four days prior to the opening of school, teachers shall be allowed the equivalent of one full day (spread out over the four days as scheduled by the Superintendent) for classroom and/or lesson preparation. The dates and activities for such days will be developed by the administration with input from the Professional Development Committee. Bargaining unit members may propose individual alternative Professional Development Activities for the two (2) school year Staff Development Days. Such proposals are subject to the approval of the Principal. (Each block for classroom set up will be a minimum of 2 hours 15 minutes.)
- 21.2 After providing the Association with the opportunity for input, the Board will at its sole discretion prepare and approve the school calendar and will make the approved calendar available to the public on or before June 1 of the year in which the calendar goes into effect.

## ARTICLE XXII

### WORKDAY

- 22.1 The teacher workday shall begin 30 minutes before the instructional day. On Mondays through Thursdays, the teacher workday shall end 30 minutes after the close of school or upon completion of professional responsibilities, whichever is later. On Fridays, or days deemed appropriate by administration, the teacher workday shall end at close of school unless that teacher has afternoon duty, or upon the completion of professional responsibilities, whichever



is later. Professional responsibilities include, but are not limited to, attending faculty meetings, departmental meetings, parent/teacher meetings, meetings regarding individual students, open houses, performance and visual arts events, academic presentations, awards nights, or serving on building or district committees.

22.2 Planning/Preparation Time.

- i. Elementary School: Teachers of grades K-5 and the specialists who serve those students will be given at least two hundred twenty-five (225) minutes of preparation time within the student day during each five-day student week. On at least two days of the week, each teacher will have at least forty-five (45) continuous minutes for preparation time.
- ii. Middle School: Teachers of grades 6-8 and the specialists who serve those students will be given at least one (1) class period within the student day, each day, for preparation time.
- iii. High School: Teachers of grades 9-12 and the specialists who serve those students will be given at least one (1) class period within the student day, each day, for preparation time.

22.3 Teachers will be provided a lunch period each day, free of school obligations.

22.4 Except in emergencies as determined by the building principal, faculty meetings will last no longer than 90 minutes after the end of the student day and notice will be provided of faculty meetings two days in advance.

## ARTICLE XXIII

### REDUCTION IN INSTRUCTIONAL STAFF WORK FORCE

When the Lin-Wood Cooperative School Board finds it necessary to reduce the number of certified full time and/or part time positions for reasons of declining enrollments, budget reduction, change in or consolidation of board-authorized programs, or (for any other reason determined necessary or desirable by the School Board), the following reduction in force policy shall be implemented.

#### Notice

1. The Superintendent of Schools shall notify the President of the Teachers' Association and all of the teachers in the specific classifications upon which it is contemplated a position shall be eliminated immediately after the finalization of the District Budget at the Annual District meeting.

For the purposes of this policy, classifications are defined as follows:

K through fifth grade; sixth through eighth; ninth through twelfth grade. In secondary schools, classifications shall be defined by major teacher subject areas. For each secondary school, the classifications in each school are further defined according to the course of study being offered: English, Social Studies, Math, Science, Foreign Language, Business, Physical Education, Technology Education, Vocational Arts, Industrial Arts,

Special Education, Music, Alternative Education, Guidance, Library, Art, Family & Consumer Science.

2. The School Board shall accept any written presentations regarding the reduction in force from teachers' unions, individual teachers, or the public.
3. The decisions to implement the reduction in force shall be made at the sole discretion of the School Board.

#### Procedures for Determining Reduction in Force

1. The School Board shall make every reasonable effort to minimize the effects in reduction in force on the current staff by absorbing as many positions as possible through attrition (retirements, resignations, and refusal to contract).
2. If further reductions in staff are necessary, the School Board should retain those teachers who, in its sound discretion, shall be the best teachers for the school system and the students it serves.
3. Teachers whose position has been identified to be eliminated shall have the right to be offered a contract for the following school year for a position for which the teacher is certified provided that a position becomes vacant and available prior to the commencement of the next school year. There shall be no obligation on the part of the School Board to offer a position to a teacher who has been identified as a teacher to be "laid off" if there is no known vacancy for the following year for which the teacher is certified.
4. Specifically, the School Board does not condone "bumping". The best teachers shall be retained, regardless of whether the teacher is probationary or not. A teacher with the number of years of service necessary to qualify for a right to a hearing under RSA 189:14-a,I in the school district shall not have the right to displace another teacher in the school district who does not have the years of experience needed to qualify for a hearing.
5. In identifying which teachers to release, the School Board shall consider the following factors: certification, job performance (annual evaluations), academic preparation, professional growth and experience in certified area and/or job classification. All of the factors being equal, then seniority shall be considered in making the final determination. Seniority is defined as the total number of years continuously employed in this School District.
6. There shall be no recall rights for terminated employees. However, the school administration shall consider the applications of terminated employees for such positions which may become available in subsequent years provided that said terminated employees submit a seasonable and timely application at the time the position becomes vacant. A previously employed teacher who returns to a teaching position within a three year period shall resume employment by the school district at no less than the step occupied when the teacher position previously held was terminated.
7. Any transfer, assignments, or re-assignments resulting from or involved with a reduction in staff shall be made at the sole discretion of the Superintendent of Schools. In the

event of a change of assignment or transfer as a result of the reduction in force, the teacher involved shall be notified of such change.

8. This reduction in force procedure is the only procedure that may be used in a reduction in force. No other personnel action, other than a reduction in force, may be considered under this policy.
9. In the event an employee eligible for retirement is terminated due to a reduction in force, the time frame for notification of the intent to retire under Article XX.B.2 will be waived.

#### ARTICLE XXIV

#### MISCELLANEOUS

- 24.1 Notice of teacher, extracurricular, and administrative vacancies will be posted on the official bulletin board in each school building within ten (10) school days of the date that the position is opened.
- 24.2 Notice of teacher, extracurricular, and administrative vacancies will be provided to the President of the Lin-Wood Education Association.
- 24.3 Direct Deposit of contracted salary payments will be available to teachers.
- 24.4 The District will provide a Section 125 account to permit teachers to deduct from their salaries monies for medical and dependent care expenses. Payroll deductions for Section 125 account participants shall be calculated so that the full amount of monies to be deducted shall be completed by the end of the school year in June.
- 24.5 In addition to their teaching duties, teachers shall attend two evening activities annually as designated by the Superintendent or his/her designee.
- 24.6 The Board and Association agree to cooperate in the continuing effort to eliminate and/or reduce the possibility of accidents, injuries, and health hazards in all areas under the District's control.
- 24.7 Copies of agendas and proposed additions/deletions/changes to the School Board Policy Manual shall be available at the Superintendent's office on the day before a scheduled school board meeting.
- 24.8 When the district has an intent to revise the evaluation tool/form, the LWEA will be provided with a notice of such intent. The professional development committee including LWEA members and administrators will discuss any changes to the evaluation procedures and tool and shall make recommendations to the administration who will then take the recommendations into consideration prior to the school board making their final decision.
- 24.9 No employees in this bargaining unit - except for teachers, guidance counselors and librarians - may work more than 40 hours per week without the authorization of his/her supervisor.

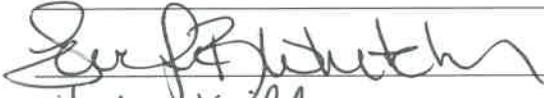
ARTICLE XXV

DURATION OF AGREEMENT

25.1 All parts of this agreement shall be effective from July 1, 2021 until June 30, 2023.

25.2 IN WITNESS WHEREOF, the parties here to have cause this agreement to be signed by their duly authorized representatives.

25.3 LIN-WOOD EDUCATION ASSOCIATION/NEA-NH  
Negotiated For:

  
Hester Kill



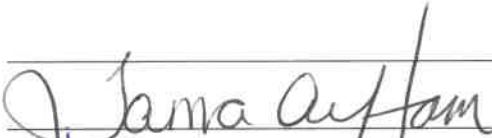

Chairperson, Negotiating Team



Witness:  
Secretary, Lin-Wood Education  
Association/NEA-NH

Date: 5/17/2021

25.4 LINCOLN-WOODSTOCK COOPERATIVE SCHOOL BOARD  
Negotiated For:

  
Jama Auffman  
  
Jasmine Weeden

Chairperson, Negotiating Team



Witness:  
Chairperson  
Lin-Wood Cooperative School Board

Date: 5/7/21

## APPENDIX A

### A.1 In-District Service

Compensation is to be determined by the Lincoln-Woodstock Cooperative School Board. IN-DISTRICT SERVICE is intended to be a wide open area in which a teacher may be compensated for work or projects for the District for which there is no other stated means of compensation. The intent is that this is something that is far above and beyond the normal duties and requirements of a teacher. The amount of compensation is at the discretion of the Board, for them to determine the value of the service rendered.

### A.2 Teachers shall be advanced to the appropriate salary track for only those courses which are part of an approved Graduate Program or specifically relate to their area of teaching responsibility as determined by the Superintendent.

Teachers will advance on the salary track if, and only if, they:

- a) Provide written notice to the Superintendent on or before December 1 of the year prior to the track change that the employee expects to qualify for the track change; and
- b) Prior to August 15 of the school year of the track change, the employee has completed the necessary degrees or credits to qualify for the track change; and
- c) Prior to October 31 of the school year of the track change, the employee has filed with the Superintendent's office transcripts documenting completion of the graduate degree or credits.

### A.3 The options for payment of salary will be determined at the time personal contracts are signed by selection of one of the following options: (a) 26 equal checks, or (b) 22 equal checks plus a balloon payment for the remaining annual salary.

LIN-WOOD EDUCATION ASSOCIATION  
SALARY DISTRIBUTION  
2021-2022

STEP	BA	BA+15	BA+30	MA	MA+30	Ph.D.
1	\$37,284	\$38,034	\$38,884	\$39,884	\$40,984	\$42,234
2	\$38,584	\$39,334	\$40,184	\$41,184	\$42,284	\$43,534
3	\$39,884	\$40,634	\$41,484	\$42,484	\$43,584	\$44,834
4	\$41,184	\$41,934	\$42,784	\$43,784	\$44,884	\$46,134
5	\$42,484	\$43,234	\$44,084	\$45,084	\$46,184	\$47,434
6	\$43,784	\$44,534	\$45,384	\$46,384	\$47,484	\$48,734
7	\$45,084	\$45,834	\$46,684	\$47,684	\$48,784	\$50,034
8	\$46,384	\$47,134	\$47,984	\$48,984	\$50,084	\$51,334
9	\$47,684	\$48,434	\$49,284	\$50,284	\$51,384	\$52,634
10	\$48,984	\$49,734	\$50,584	\$51,584	\$52,684	\$53,934
11	\$50,284	\$51,034	\$51,884	\$52,884	\$53,984	\$55,234
Steps =	\$1,300					
Tracks =		\$750	\$850	\$1,000	\$1,100	\$1,250
Off Step COLA	\$2,000					

LIN-WOOD EDUCATION ASSOCIATION  
SALARY DISTRIBUTION  
2022-2023

STEP	BA	BA+15	BA+30	MA	MA+30	Ph.D.
1	\$37,984	\$38,734	\$39,584	\$40,584	\$41,684	\$42,934
2	\$39,284	\$40,034	\$40,884	\$41,884	\$42,984	\$44,234
3	\$40,584	\$41,334	\$42,184	\$43,184	\$44,284	\$45,534
4	\$41,884	\$42,634	\$43,484	\$44,484	\$45,584	\$46,834
5	\$43,184	\$43,934	\$44,784	\$45,784	\$46,884	\$48,134
6	\$44,484	\$45,234	\$46,084	\$47,084	\$48,184	\$49,434
7	\$45,784	\$46,534	\$47,384	\$48,384	\$49,484	\$50,734
8	\$47,084	\$47,834	\$48,684	\$49,684	\$50,784	\$52,034
9	\$48,384	\$49,134	\$49,984	\$50,984	\$52,084	\$53,334
10	\$49,684	\$50,434	\$51,284	\$52,284	\$53,384	\$54,634
11	\$50,984	\$51,734	\$52,584	\$53,584	\$54,684	\$55,934
Steps =	\$1,300					
Tracks =		\$750	\$850	\$1,000	\$1,100	\$1,250
Off Step COLA	\$2,000					

APPENDIX B

POSITION	1st Year
<b>Category 1</b>	
Athletic Director	6500
Game Operations Personnel	2700
Assistant Coaches Pool (7)	4000
<b>Category 2</b>	
Boys' Varsity Basketball	3500
Boys' Varsity Basketball Asst	
Girls' Varsity Basketball	3500
Girls' Varsity Basketball Asst	
<b>Category 3</b>	
Girls' Varsity Soccer	2450
Boys' Varsity Soccer	2450
Varsity Baseball	2450
Varsity Softball	2450
Alpine Skiing	2450
Robotics Club	2450
<b>Category 4</b>	
Boys' JV Basketball	1850
Girls' JV Basketball	1850
Senior Class Advisor	1850
Boys' MS Basketball	1800
Girls' MS Basketball	1800
<b>Category 5</b>	
High School Student Council	1425
Golf	1400
MS Skiing	1425
Varsity Cross-Country	1425
Middle School Baseball	1400
Middle School Softball	1400
Drama	1425
MS Boys' Soccer	1400
MS Girls' Soccer	1400
MS Student Council Advisor	1400
Cheerleading	1425
Junior Class Advisor	1400
Unified Sports	1400

POSITION	1st Year
<b>Category 6</b>	
Granite State Challenge	925
FBLA	950
Jazz Band	950
Show Choir	950
Sophomore Class Advisor	925
<b>Category 7</b>	
Freshman Class Advisor	675
Elementary Ski Program	675
Elementary Science Fair	650
NHS	650
Youth & Government	650
Astronomy Club	650

No increase for additional years.

No increase for additional years.

No increase for additional years.

No increase for additional years.

\*Footnote 1: As a longevity payment , there is an additional \$25 per year for each additional consecutive year of service for years 2-9, And for 10 or more years or service there is an additional \$50 per year for each additional consecutive year of service, except as noted.

