CONTRACT

BETWEEN THE

LITCHFIELD EDUCATION ASSOCIATION

AND THE

SCHOOL BOARD

OF THE

LITCHFIELD SCHOOL DISTRICT

AUGUST 18, 2014 - AUGUST 31, 2017

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PROFESSIONAL AGREEMENT
BETWEEN
THE LITCHFIELD SCHOOL BOARD
AND
THE LITCHFIELD EDUCATION ASSOCIATION

ARTICLE I - PREAMBLE

This Agreement is negotiated in order to (a) fix for its term the salaries, hours, fringe benefits, and conditions of employment and (b) to encourage effective and harmonious working relationships between the Board and the Association in order that the cause of public education may best be served.

ARTICLE II – RECOGNITION AND JURISDICTION

A. RECOGNITION

The Board hereby recognizes the Litchfield Education Association as the exclusive representative for all permanent full-time and part-time (50% or more) teachers, guidance counselors, librarians, school nurses, speech pathologists, reading specialists, occupational therapists, and transition specialists, including those who job-share these positions. The Board agrees to maintain existing teacher contract addenda as now apply to job sharing, Appendix D, and will negotiate with the Association any proposed changes.

The Association agrees to represent individuals filling positions as identified in the previous paragraph by this Agreement without regard to membership in the Association.

The term "teacher," as used in this Agreement, shall mean a professional employee of the Litchfield School District whose position requires certification by the N.H. State Department of Education as a professional teacher engaged in classroom teaching, including reading and transition specialists or a licensed professional in the State of New Hampshire as included in this recognition clause (school nurses, speech pathologists, and occupational therapists).

Administrators and others as defined here, including but not limited to School District Directors, School Psychologists, School Social Workers, Principals, Assistant Principals, Dean of Students, as well as Director of High School Athletics, Director of High School Guidance, certified occupational therapist assistants, and speech assistants (per sidebar), shall be specifically excluded from the bargaining unit.

The following articles and sections shall not apply to nurses: Article V, G; Article VIII, C; Article VIII, L, 4.; Article XV; and Article XVI.

The Litchfield School Board retains the right to contract privately for services of licensed nurses, speech pathologists, and occupational therapists.

B. JURISDICTION

The jurisdiction of the Litchfield Education Association shall include those persons who perform the duties or functions of the categories of employees in the bargaining unit.

ARTICLE III - JURISDICTION AND AUTHORITY OF THE SCHOOL BOARD

It is expressly agreed that all rights that are vested in the Board, except those clearly and expressly relinquished herein by the Board, shall continue to be vested exclusively in and be exercised exclusively by the Board without prior negotiations with the Association, either as to the taking of action under such rights or with respect to the consequence of such action during the term of the Agreement.

Nothing in this Agreement shall be construed to limit the powers and responsibilities conferred upon the Board or the Superintendent under the Constitution of the State. The parties understand that neither the Board nor the Superintendent may lawfully delegate powers, discretions, and 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, and authorities.

The fact that management rights have not been listed in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of, any rights of management, unless specifically surrendered by the Agreement, whether or not such rights have been exercised by the Board in the past.

ARTICLE IV - NEGOTIATIONS PROCEDURES

Negotiations Procedures will be consistent with Chapter 273-A of the New Hampshire statutes.

ARTICLE V - TEMPORARY LEAVE OF ABSENCE

A. SICK LEAVE

1. Teachers will be entitled to fifteen (15) sick leave days each school year for personal and immediate family injury or illness defined as an injury or illness of the teacher, teacher's child, spouse, parent or member of household. Job-sharers and part-time employees earn a proportional equivalent to full-time employees each year. Unused sick leave days may be accumulated from year to year, with a maximum limit of one hundred and twenty-five (125) days.

   Starting in the 2016-17 school year and thereafter, teachers who started prior to the 2016-17 school year will be entitled to twelve (12) sick days a year for personal and immediate family injury or illness defined as an injury or illness of the teacher, teacher's child, spouse, parent or member of the household. Job sharers and part time employees earn a proportional equivalent to full time employees each year. Unused sick leave days may be accumulated from year to year, with a maximum limit of one hundred and twenty five (125) days.

   Newly-employed teachers starting in the 2016-2017 school year or thereafter, will be entitled to ten (10) sick days each school year for personal and immediate family injury or illness defined as an injury or illness of the teacher, teacher's child, spouse, parent or member of the household. Unused sick leave days may be accumulated from year to year, with a maximum limit of one hundred and ten (110) days.

2. A percentage of unused sick leave days shall be payable as part of a severance payment, per Article X.

3. When sick days used exceed a teacher's available accumulated sick leave balance and there is no eligibility to be paid under the sick leave bank provisions, the District may be reimbursed with the final payroll in June. Employees on an approved leave who exceed or will exceed available sick

days should schedule an appointment with the Director of Human Resources for repayment arrangements.

B. SICK LEAVE BANK

1. At the commencement of the 1982-83 school year, a sick leave bank was established by the LEA and the Board. At the establishment of the bank, and on the commencement of each school year thereafter, the Board shall deduct one day from the accumulated sick leave of each individual covered under the collective bargaining agreement, until such time as the bank accumulates to a minimum of 200 days. However, during the period of accumulation, the use of the bank, as hereinafter provided, shall be restricted only to the extent of the days available in the bank. (Ref. C.2.)

2. In the event that the bank is reduced by the use thereof to fewer than one hundred (100) days, then at the commencement of the school year immediately following such an event and, if necessary, at the commencement of each succeeding school year, a further reduction of one sick day from the accumulated sick leave of each teacher shall be made until the bank again reaches a minimum of 200 days to the extent resulting from a uniform annual deduction.

3. A part-time teacher will contribute a pro-rated day to the establishment and the replenishment of the sick bank. They are also eligible to draw on a pro-rated basis. (i.e., 60% teacher shall replenish the sick bank at .6 of a day and shall draw .6 of a day for each of the allowable 60 sick bank leave days).

C. RULES, CONDITIONS, AND PROCEDURES OF THE BANK

1. The use of this sick bank is for members who have a long-term illness, defined as a medical condition, physical or mental, which causes the member to be unable to perform his/her contractual obligations for a minimum period of ten (10) consecutive school days, and which results in the exhaustion of the member's accumulated sick leave days.

2. The bank will be administered by the Superintendent and the President of the Litchfield Education Association. A written request may be submitted to either party, but the requests must be approved by both individuals who will determine whether the provisions of Article V, Section C apply to the circumstances. The written request must include the reason for the request (i.e. medical), the first day of sick leave, and the probable date of termination of illness. The teacher will be required to furnish satisfactory medical proof in writing from a physician that indicates the nature of illness, first date of disability, and expected length of disability.

3. A teacher may draw no more than sixty (60) days from the bank during any given school year or for any single illness.

D. PERSONAL LEAVE

1. A teacher may be granted a total of up to three (3) days of personal leave during a school year without loss of pay. For purposes of this Agreement, "personal leave" shall be limited to such cases as home emergencies, religious holidays, legal, medical, or any pressing personal business that cannot be scheduled outside of school day.

2. The teacher may utilize these days without giving a specific reason by merely certifying that the leave is for one of the purposes listed above and that the time requested is for an absence which is unavoidable. The use of personal days shall not be recreational in nature.

3. Personal days shall not be taken on the day immediately preceding or immediately following a vacation or holiday period, except with the approval of the Superintendent or his or her designee.

E. BEREAVEMENT LEAVE

1. Three (3) days of bereavement leave, without loss of pay, shall be granted to teachers upon the death of anyone in their immediate families. Immediate family shall mean the spouse, child, mother, father, sister, brother, grandparents, grandchild, in-laws, domestic partner who resides in the same household with the teacher, or relative living in the same household.

2. Bereavement leave of one (1) day shall be granted for any other relative defined as uncles, aunts, nieces, and nephews or a friend.

3. Additional bereavement leave may be granted with the permission of the Superintendent of Schools.

F. JURY DUTY

If a teacher is required to serve on jury duty, said teacher shall not lose his or her salary or be required to utilize any other category of leave for the performance of such obligation. The teacher shall reimburse the District (formerly Article VII, C) for any compensation received for such jury service.

G. SABBATICAL LEAVE

1. A teacher who has completed seven (7) consecutive years of service with the Litchfield School District may be granted a sabbatical leave for the purpose of approved full-time graduate study at an accredited college or university. The term of sabbatical leave shall be either one-half year or a full school year. The equivalent of one (1) teacher may be approved to participate in the sabbatical program in any school year.

2. Written requests for sabbatical leave must be received by the Superintendent of Schools no later than November 1, for leave commencing the following school year. The teacher shall submit, by February 1, a detailed summary of the plan of study to be undertaken.

3. The Superintendent will make recommendations to the Board by February 15, and the teacher selected must accept or reject the sabbatical leave by March 15 of the school year preceding the school year for which the leave is requested.

4. The teacher on sabbatical leave shall be compensated one-half the salary that would have been received during the term of the sabbatical leave.

5. The continuation of fringe benefits during the sabbatical leave is contingent upon the conditions of the contract in accordance with one-half of the applicable benefits provided to teachers.

6. Following a return from sabbatical leave, an employee will move to the next step of the salary schedule in the following contract year. Upon returning to the school district, the teacher will be assigned a position that best serves the school district, provided the teacher will not be assigned to a position for which the teacher is not certified.

7. As a condition of the sabbatical leave and in consideration of the payments made by the Board to the teacher during the leave, the teacher must file an agreement with the Superintendent which states that the teacher will return to the Litchfield School District for at least two (2) full school years at the conclusion of the sabbatical leave. Failure to meet this stipulation will require the teacher to reimburse the district the full amount received as salary and fringe benefits during the sabbatical leave.

H. FAMILY AND MEDICAL LEAVE

1. The District grants unpaid leaves of absence consistent with the Family and Medical Leave Act and the District's Family and Medical Leave Policy to care for a new born, adopted or foster child, or to care for a seriously ill spouse, child or parent or because the employee's own serious health condition.

2. Requirements for eligibility, substitution of paid leave, and return to work are set forth in the District's FMLA Policy.

I. CHILD REARING LEAVE

1. Any teacher who has acquired continuing contract status in keeping with RSA 189:14-a and is expecting a child or whose spouse is expecting a child, or who has firm plans to adopt a child in the near future, upon request in writing, shall be granted a long term leave for child rearing purposes. Such leave shall be without pay. The request for such leave must be made in writing to the Superintendent at least forty-five (45) days prior to its commencement. In emergency cases, the employee shall provide as much notice as is reasonable under the circumstances. In cases of adoption, the teacher will notify the Superintendent in writing when the teacher is notified of approval, and will update the Superintendent as to the progress. The leave shall end at the start of the new school year.

2. Such leave shall be extended for an additional full year at the request of the teacher. The request must be in writing to the Superintendent or his/her designee by March 31 of the year the leave expires.

3. A teacher on Child Rearing Leave shall notify the Superintendent or his/her designee in writing by March 31 of the year in which the leave expires of his/her intent to return to active duty the following September. Should notification not be received by March 31, all rights and contract benefits will be terminated immediately.

4. If requested by the teacher returning from a leave of absence, he/she shall be assigned by the Superintendent or his/her designee to a position substantially similar to his/her former position and one which is in the best interest of the educational process. The teacher shall retain all benefits held at the time the leave became effective.

5. Failure to return from Child Rearing Leave will be considered as a resignation unless such leave has been extended by the Superintendent or his/her designee.

6. A teacher can, if he/she notifies the Superintendent in writing, request that the leave of absence be rescinded. If the Superintendent grants the rescission request, said teacher shall be reinstated to the same position, where reasonably possible, or to an equivalent position for which the teacher is certified. The Superintendent's decision whether to grant the rescission request shall not be subject to the grievance process. The teacher shall retain all the benefits at the time the leave became effective.

J. FAMILY CARE LEAVE

1. Any teacher who has acquired continuing contract status in keeping with RSA 189:14-a, upon request in writing, shall be granted a long term leave for the purpose of caring for an immediate family member. An immediate family member shall mean the teacher's spouse, child, mother, father, sister, brother, grandparents, grandchild, in-laws, domestic partner who resides in the same household with the teacher, or relative living in the same household with the teacher. Such leave shall be without pay. The request for such leave must be made in writing to the Superintendent at least fourteen (14) calendar days prior to the commencement, except in case of emergency. The leave shall end at the start of a new school year. If a teacher intends to return prior to the start of a

new school year, a two (2) week notification shall coincide with the commencement of the next marking period. By mutual consent of the Superintendent and the teacher, the teacher may return prior to the commencement of the next marking period.

2. If requested by the teacher, the Superintendent or his/her designee shall assign the teacher to a position substantially similar to his/her former position, for which he/she is certified, and which is in the best interest of the educational process. A teacher shall retain all the benefits held at the time the leave became effective.

3. Failure to return from Family Care Leave will be considered as a resignation unless such leave has been extended by the Superintendent or his/her designee as of August 1.

K. OTHER LEAVES

1. Any teacher who has acquired continuing contract status in keeping with RSA 189:14-a may be granted a maximum of one year unpaid leave for the following reasons: professional improvement, any activity which would benefit the Litchfield School District, prolonged illness, or care leave not covered under Article V, Section J (Family Care Leave). Such leave will be granted at the discretion of the Superintendent and subject to the approval of the School Board.

2. A teacher granted leave under this section will be reinstated to a position for which he/she is certified and shall retain all the benefits and rights held at the time the leave became effective. If requested by the teacher, the Superintendent or his/her designee shall assign the teacher to a position substantially similar to his/her former position and one which is in the best interest of the educational process.

3. Should a teacher refuse an assigned position for which he/she is certified, all contractual rights and benefits shall cease immediately.

4. At the request of the teacher, leaves of absence may be extended upon recommendation by the Superintendent and approved by the School Board.

ARTICLE VI - INSURANCE PROVISIONS

A. MEDICAL INSURANCE

The District shall offer each full-time member of the bargaining unit the opportunity to participate in School Care Open Access Plus Rx 10/30/65 or School Care HMO Rx 10/30/65. The District will pay:

	Open Access Employer	Employee	HMO Employer	Employee
2014-15	85%	15%	84%	16%
2015-16	85%	15%	83%	17%
2016-17	85%	15%	83%	17%

Job Shared positions are eligible for one-half the District paid benefit.

It is understood that the School Board may obtain coverage from another insurance carrier provided that any new program is equivalent to or exceeds the current Health Insurance Plan(s) and does not impose additional waiting periods or limitations on pre-existing conditions.

The cost of any new plan shall not exceed the cost of the current health insurance plan.

A teacher who elects no health insurance shall receive an annual payment of $1000. To receive this payment, a teacher must sign a waiver form (Appendix C) and show proof of other insurance coverage that is not subsidized (e.g., not subsidized under the Patient Protection and Affordable Care Act) minus any penalty imposed on the School District because the employee receives an insurance subsidy (e.g., under the Patient Protection and Affordable Care Act). A prorated payment of $1000 may be issued in the event that a teacher starts coverage during the year, under a qualifying event, subject to insurance carrier provisions.

The District will fund $5,000 for the purpose of a prescription reimbursement fund to be dispersed in accordance with procedures developed and adopted by the Association. A copy of the procedures developed and adopted by the LEA shall be submitted to the Superintendent by June 15 immediately preceding the subsequent fiscal year. This amount represents a cap and all amounts not used in any year shall lapse.

B. LIFE INSURANCE

The Litchfield School District shall provide one hundred percent (100%) of the cost of a $50,000 term life insurance policy for each full-time member of the bargaining unit. Job-shared positions are eligible for $25,000 in coverage.

The Litchfield School District shall provide one hundred percent (100%) of the cost of a $50,000 accidental death and dismemberment policy for each full-time member of the bargaining unit. Job-shared positions are eligible for $25,000 in coverage.

It is understood that the School Board may obtain coverage from another insurance carrier provided that any new program is equivalent to or exceeds the current Life Insurance Plan.

C. DENTAL INSURANCE

The Litchfield School District will pay the cost of a dental insurance plan which shall either be the Basic Delta Dental Plan with Coverage A (100%), B (80%), C (50%), and D (50%), no deductible, $1000 plan year maximum per person, or any other comparable plan approved by the Litchfield School Board and the majority of teaching staff in accordance with the following:

100% of premium for those enrolled in an individual plan
80% of premium for those enrolled in a two-person plan
80% of premium for those enrolled in a family plan

Job-shared positions are eligible for one half the district paid benefit. Part-time positions are not eligible for this benefit.

It is understood that the School Board may obtain dental coverage from another insurance carrier provided that any new program is equivalent to or exceeds the current Dental Insurance Plan and does not impose additional waiting periods or limitations on pre-existing conditions.

D. LONG TERM DISABILITY INSURANCE

The Litchfield School District shall pay the full (100%) premium cost for a long term disability policy for each full-time member of the bargaining unit, including job-shared positions.

The policy shall provide for a 66 2/3 salary to a maximum of $4,000 per month, with a ninety (90) day waiting period or exhaustion of sick leave including sick bank, whichever is later pursuant to the terms of the School District's long-term disability insurance policy.

It is understood that the School Board may obtain long term disability insurance coverage from another insurance carrier provided that any new program is equivalent to or exceeds the current Long Term

Disability Insurance Plan and does not impose additional waiting periods or limitations on pre-existing conditions.

ARTICLE VII - PROFESSIONAL DEVELOPMENT

A. COURSE REIMBURSEMENT

1. Teachers, as defined in Article II A., taking a course(s) shall receive reimbursement for their tuition, provided the course(s) has been approved by the Superintendent, or his or her designee, prior to the first class in accordance to provisions in Article VII, A, 2.

   Reimbursement will be made after the teacher presents evidence of successful completion of the course (B or better) and a receipt indicating tuition charges paid by the teacher.

2. Total reimbursement for approved course work in any contract year will be in an amount equal to $360 multiplied by the number of teachers employed by the Litchfield School District. Course reimbursement funds shall be reimbursed in accordance with the procedures developed and adopted by the Association. A copy of the procedures developed and adopted by the LEA shall be submitted to the Superintendent by June 15 each year.

B. WORKSHOPS

1. Teachers, as defined in Article II A., shall be reimbursed for attendance at workshops or conferences that are authorized in advance by the Superintendent or his or her designee. The costs eligible for reimbursement shall be limited to registration fees, tuition, and materials.

2. Total reimbursement for approved workshops in any contract year will be in an amount equal to $180 multiplied by the number of teachers employed by the Litchfield School District. Workshop reimbursement funds shall be reimbursed in accordance with the procedures developed and adopted by the Association. A copy of the procedures developed and adopted by the LEA shall be submitted to the Superintendent by June 15 each year.

ARTICLE VIII - WORKING CONDITIONS

A. DUTY FREE LUNCH

Teachers, as defined in Article II A, shall be scheduled for a twenty-five (25) or thirty (30) minute duty free lunch equal in time to the scheduled lunch period for students in their building. Teachers in grades Pre-K through 5 shall be scheduled for a thirty (30) minute duty free recess consecutively with their lunch periods. Teachers in grades Pre/K through 8 will be responsible for supervising students to and from the cafeteria and to and from recess as applicable within the above time frame.

B. PUPIL TRANSPORTATION

Teachers shall not be required to drive pupils to and from school.

C. PLANNING TIME

1. The Board recognizes the value of planning time for teachers and will continue to work for implementing the same. Every effort will be made to provide a substitute for all absent teachers, except in those cases in which a qualified substitute cannot be obtained.

Full-time "teachers" (which for the purpose of this paragraph shall mean exclusively teachers engaged in classroom teaching and shall exclude the following: nurses at all schools, media specialists at LMS and CHS, and guidance counselors unless they are engaged in classroom teaching) of grades pre-K-12 shall be granted unencumbered planning time. Full-time teachers of grades pre-K-5 shall have 240 minutes per week. Teachers of grades 6-8 shall have 225 minutes per week. Teachers of grades 9-12 shall have 450 minutes per week, one block per day, for planning time as long as the current block schedule system is maintained. Part-time teachers' planning time shall be pro-rated based on their hours of service."

2. The Board recognizes the value of collaborative planning time for teachers by grade and subject and will continue to work for implementing the same.

D. MONEY COLLECTION

Teachers will not be required to hold money collected from the students overnight.

E. BUS DUTY

1. Teachers, as defined in Article II A, and administrators will provide daily bus duty on a rotating basis within the work day as defined in Article VIII (G).

2. Teachers providing bus duty outside the work day as defined in Article VIII 9 will be paid for bus duty at a rate of thirteen dollars ($13.00) per hour. Teachers wishing to provide bus duty outside the defined workday for compensation shall notify their building principal. When teachers wishing to provide bus duty outside the workday for compensation are not available, teachers will be assigned by the principal on a rotating basis.

F. TEACHING LOAD

Teachers in grades 6-12 shall not be required to teach more than (2) subject areas, or make more than three (3) preparations within said subject areas at any one (1) time. For purposes of Article VIII (F), 'subject areas' shall mean language arts, English, social studies, math, science, reading, guidance, music, art, special education, library, physical education/health, computer education, Spanish, French, family and consumer science, technology education, business education, and other primary assignments. For purposes of Article VIII (F) 'preparations' shall mean different courses, but not multiple classes for the same course.[1]

1. A teaching load should consist of no more than five (5) teaching periods plus a supervisory responsibility per day at the middle school, except by mutual consent of an individual teacher and the administration. The teaching load should consist of no more than five (5) teaching blocks plus the supervisory responsibility per A/B block scheduling model at the high school, except by mutual consent of an individual teacher and the administration.

2. An individual teacher may, by mutual consent with the administration in writing, teach a sixth (6^{th}) class per day at the middle school and a sixth (6^{th}) class per A/B block scheduling model at the high school in lieu of a full supervisory period equivalent to a teaching period at the middle school or a teaching block at the high school. The teacher shall be compensated for teaching the sixth (6^{th}) class at the rate of ten percent (10%) of that teacher's per diem rate of pay.

[1] For example, a teacher who teaches two Algebra I classes, two Algebra II classes and one Geometry class at the same time will have one subject area (mathematics), three courses, three preparations, five classes and five teaching periods.

3. An individual teacher may, by mutual consent with the administration be assigned in writing, a teaching load that contains more than three (3) teaching preparations per subject per day in lieu of a full supervisory period equivalent to a teaching period.

4. a) Supervisory responsibility in Section F1 above is defined as student support and/or supervision not requiring teacher preparation or assessment of students. Responsibilities will be designated by administration.

b) Supervisory period in Section F2 above is a period during which a teacher is engaged in a supervisory responsibility

G. WORKDAY

The normal workday for teachers of Grades Pre/K through 8 shall be seven and a quarter (7 1/4) hours. The normal workday for teachers of Grades 9 through 12 shall be seven and one-half (7 ½) hours.

While the above describes the normal workday, the professional responsibilities of a teacher may require him or her to perform certain obligations for the benefit of students, parents, and the school. These include, but are not limited to, attending faculty meetings, departmental meetings, parent teacher meetings, meetings regarding individual students, open houses, performing and visual arts events, academic presentations, awards nights, or serving on building or district committees. While all teachers are expected to meet these obligations within, as reasonable extensions of, or outside the normal workday, it is understood that the professional responsibilities will not be so frequent in number or duration as to be considered part of the normal workday. Evening responsibilities, exclusive of stipend assignments, shall not exceed five (5) a year one of which will be reserved for parent teacher conferences and two (2) of which may be designated by the School Principal.

In addition, teachers are encouraged to join and participate in such groups as parent teacher organizations and to provide non-curricular supervisory duty such as chaperoning school dances and fund raising events.

If the Board wishes to add to the length of the student day within the framework of the above noted workday, then it shall not be subject to the grievance clause of this Agreement or subject to an unfair labor practice charge by the Association. It is understood, however, that the impact of such change is negotiable.

It is further understood that negotiations between the parties are required should the Board desire to increase the length of the teacher workday, not the beginning and ending hours of the workday.

In an emergency (e.g., closure of all or part of a damaged school building), the Board may implement double sessions. If double sessions are implemented and the resulting length of the teacher's work day is less than the normal work day described in this section, teachers may be required to prepare for classes outside the decreased work day and outside the school building. Representatives from the Litchfield Education Association shall be consulted before double sessions are implemented.

H. COVERAGE FOR TEACHER ABSENCES

1. In case of absence, teachers will call the designated building representative by such time as designated by their building principal. Every effort will be made to provide a substitute for all absent teachers, except in those cases in which a qualified substitute cannot be obtained. Teachers will not be required to obtain their own substitutes.

2. In addition to regular weekly and daily lesson plans, each teacher will have on file for substitutes detailed lesson plans or emergency plans for unanticipated absence, that are acceptable to the administration.

I. WORKYEAR

The school district calendar will be developed by the Superintendent and approved by the Board. The Superintendent may consult with administrators, faculty, and staff in developing the school district calendar. To the extent possible, the calendar will be coordinated with the school calendars of area vocational schools and regional special education programs.

Students shall begin school after Labor Day when Labor Day falls on September 1, 2, or 3. Students shall begin school before Labor Day when Labor Day falls on September 4, 5, 6, or 7.

The work year for teachers shall consist of 186 days, including 180 instructional days for students. The six non-instructional days shall be utilized for professional development activities and for building level activities. Two of these days shall be used at the sole discretion of the administration, and two days shall be developed jointly by the administration and representatives of the LEA. It is agreed that one day will be used during parent teacher conferences which are held at each school. It is agreed that one day will also be used solely for teachers to prepare their classroom or other workspace prior to the beginning of the school year. No more than three of the six non-instructional days may be scheduled any sooner than seven calendar days before the first day of school for students. Teachers who are contracted to work more than 186 days shall submit biweekly to the principal a list of which days and/or half-days in excess of the 186-day teacher work year they have worked.

Any days that the schools are closed for emergency reasons will be made up by first, extending the school year; second, by holding Saturday classes, except when the Saturday immediately precedes or follows a scheduled school vacation period; third, by extending the school day; and then, as a last resort holding classes during a scheduled school vacation period. Under special circumstances, the School Board may request a waiver from the Commissioner of Education for the State School Board of Education attendance requirement.

Blizzard bags: If the Board agrees to continue Blizzard Bag use then we will enter into a sidebar agreement.

J. PERSONNEL FILES

Teachers shall be allowed to examine the contents of their personnel files at a time that is mutually agreeable to the teacher and the administrator within two (2) working days of the request. No derogatory material shall be placed in a teacher file without his or her advance knowledge and the receipt of a copy. A copy of any material in the file, with the exception of pre-employment materials which are excluded from the purview of this article, shall be provided to the teacher upon request at a cost not to exceed ten cents per page for materials which the teacher has previously received.

The teacher may attach a written rebuttal to any material in his/her file. The administration shall acknowledge receipt of any rebuttal material. No anonymous complaints shall be placed in any teacher file.

K. RIGHT TO REPRESENTATION

If a teacher is required to appear before the School Board or its agent(s), relating to a disciplinary action against him or her, such teacher may be accompanied by an Association Representative if the teacher so desires. The teacher shall be given at least two (2) working days notice except to the

extent that it is necessary for a bona fide reason to hold the meeting with less notice given. The teacher shall be informed of the reason(s) for the meeting prior to the beginning of the meeting.

L. OTHER WORKING CONDITIONS

1. The personal life of any teacher is not appropriate business for the School Board unless it affects the classroom performance of said teacher or the safety of a student(s).

2. Teachers will not be required to perform any duty or act which threatens any person's physical safety or well-being. However, this section shall not be interpreted to modify the normal or reasonable duties expected of the nurses.

3. Other than the non-renewal of 'probationary' teachers which shall be governed exclusively by the provisions of RSA 189:14-a, and the non-renewal of nurses, speech pathologists and occupational therapists during a-probationary period equal to the period applicable to teachers under RSA 189:14-a within the District, no teachers, nurses, speech pathologists or occupational therapists may be disciplined, dismissed, or non-renewed except for just cause.

4. Teachers shall not be required to provide custodial care (toileting, diapering, feeding, dressing, or lifting) to children. It is understood that, on rare occasions, an emergency may exist which requires the participation of the teacher in performing these duties.

ARTICLE IX - COMPENSATION

A. COMPENSATION SCHEDULES

Teachers will be compensated for instructional work for a one hundred eighty-six (186) day work year according to the negotiated schedules in Appendices A1, A2, and A3. Teachers who are contracted to work more than 186 days shall be compensated for days in excess of the 186-day teacher work year with a prorated per diem under Appendices A1, A2, and A3; however, this provision does not apply to extra projects (e.g., summer curriculum projects, etc.).

B. BOARD'S RIGHT TO WITHHOLD

The Board retains the right to withhold an increment for failure to perform in a satisfactory manner. Should the Board elect said action, the teacher(s) shall be notified by March 31. The Board shall not withhold an increment without just cause. The arbitrator shall not substitute his or her judgment in place of that of the evaluator(s).

C. SALARY PAYMENT INSTALLMENTS

Salaries of bargaining unit members shall be paid, at their option, in either twenty-one (21) equal gross installments or twenty-six (26) equal gross installments, with twenty-one (21) of these installments paid during the school year and the additional five (5) installments paid in a balloon check at the conclusion of the school year. Payment of salaries shall start on the first or second Thursday in September and continue biweekly. Optional direct deposit of paychecks shall be available to bargaining unit members.

D. DISCRETION TO RECOGNIZE EXPERIENCE

At the discretion of the Superintendent of Schools, newly hired bargaining unit members, may be granted an additional year of experience. In such circumstances, the Superintendent shall notify the Association President, in writing, of the reasons for said decision.

E. PAYMENT OF PRORATED SALARY

If a member of the bargaining unit leaves or dies during the school year, the member or the estate shall be entitled to a prorated share of his or her salary based on the period of service in relation to the number of days schools are in session during the work year, minus the compensation already paid.

F. STIPEND SCHEDULES

Teachers serving as co-curricular advisors, athletic coaches or coordinators, or serving in special assignments as defined specifically in the collective bargaining agreement Appendix A4 will be paid according to listed negotiated amounts by tier or as subsequently revised. The School Board retains the right to annually designate which positions will be filled and may add activities in accordance with the procedures as described in Appendix A4. In the event a stipend position has not been filled for four (4) consecutive years, the Board may choose to delete that activity from those listed in Appendix A4.

G. JOINT LEA/LSB REVIEW

Stipend amounts currently listed in Appendix A4 will be reviewed by a separate joint LEA and School Board committee and adjusted as negotiated within the total amount negotiated for the duration of the contract. Total stipends (excluding the cost of benefits) will be $230,466 each school year.

H. RETIREMENT LIMITATION

Notwithstanding any other provision in this Agreement, payment of compensation to a teacher (including but not limited to co-curricular stipends and severance) will, if the School District will be assessed for the retiree by the New Hampshire Retirement System under RSA 100-A:16 III(a), 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 compensation that was not paid in the first lump sum, shall be due and payable at least 121 days after employee's retirement with the next regularly scheduled payroll and only at such time so as to prevent the School District from being assessed by the New Hampshire Retirement System under 100-A:16 III(a).

ARTICLE X - SEVERANCE

Upon voluntary separation from the District with twenty (20) years or more experience in Litchfield, the staff member shall receive a one-time separation payment. The amount of the separation payment shall be determined as follows:

1% of salary multiplied by the number of years experience in Litchfield PLUS
1/3 per diem multiplied by the number of unused sick days

In order to receive payment in the first payroll in July of the following fiscal year, the staff members must provide notice to the District no later than November 1 of the school year in which the separation occurs. If notice is received on or after November 2 of the school year in which separation occurs, severance will be paid in the first payroll in July of the second fiscal year after separation. However, should the staff member wish to receive payment in June of the separating year, notice must be provided by November 1 of the school year prior to separation.

Any teacher hired for newly created positions for 2000 through 2003 may qualify for the severance payments outlined above, if they have twenty (20) years or more experience, the last five (5) having been in Litchfield.

ARTICLE XI - PEACEFUL RESOLUTION OF DIFFERENCE

In consideration of this Agreement and its terms and conditions, the Association, its officers, representatives, and members shall not, during the term of this Agreement, engage in or condone any strike, slowdown, work stoppages, sanctions, or any other concerted refusal to perform any assignments on the part of any employee(s) represented hereunder.

ARTICLE XII - SAVINGS CLAUSE

If any provision of this Agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and substitute action shall be subject to appropriate consultation and negotiation with the Association within forty-five (45) days.

In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue to be in effect.

ARTICLE XIII - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" shall mean a complaint by an employee, a group of employees, or the Association that there has been a violation or misinterpretation of the terms of this Agreement.

2. The Association may initiate and process grievances beginning at Step 2 of the Grievance Procedure below.

3. The word "days" in this article shall refer to calendar days.

B. GRIEVANCE PROCEDURE

1. Step One - Principal level (informal): An employee may informally discuss a grievance with the Principal within fourteen (14) days after the employee knew or should have known of the act or condition upon which the complaint is based. Failure to reach a mutually satisfactory resolution may be cause for the employee to refer the Grievance Procedure, Step 2. An employee may elect to be accompanied by a representative of the Association during the discussion with the Principal.

2. Step Two - Principal level (formally written): An employee or the Association wishing to process a grievance at Step 2 will do so in writing to the Principal within seven (7) days from the conclusion of discussions at Step 1, or in the case of the Association, within twenty-one (21) days after the grievant knew or should have known of the act or condition which is the basis of the complaint.

   The grievance shall be specific in nature and shall state the remedy requested. The Principal shall establish a formal conference on the matter, and whenever a grievance is filed by a teacher without

the Association, the Principal shall notify the Association and shall give the Association the opportunity to be present and to state the views of the Association. The aggrieved employee and the Association shall be given at least four (4) days notice of said conference.

The Principal shall respond in writing fourteen (14) days from the date the formal grievance is filed. The Principal's decision shall be presented in writing to both employee and the Association.

3. Step Three - Superintendent level: If a settlement is not reached at Step 2, the employee or the Association may present the grievance to the Superintendent of Schools within seven (7) days after the decision has been rendered at Step 2. The grievance must be submitted in writing stating the specific nature of the grievance and remedy requested and shall include a copy of the previous Step 2 decision.

   The Superintendent may schedule a meeting at a time mutually convenient to discuss the grievance with the employee and the Association. Both parties reserve the right to include consultants in any such meeting. The Superintendent shall respond in writing together with supporting reasons to the employee, Association, and Principal within fourteen (14) days from the date the grievance is filed at Step 3.

4. Step Four – Board level:

   If a settlement is not reached at Step 3, the employee or the Association may present the grievance to the School Board within fourteen (14) days after the decision has been rendered at Step 3. The grievance must be submitted in writing stating the specific nature of the grievance and remedy requested and shall include a copy of the previous Step 3 decision.

   The School Board may schedule a meeting at a time mutually convenient to discuss the grievance with the employee and the Association. Both parties reserve the right to include consultants in any such meeting. The School Board shall respond in writing together with supporting reasons to the employee, Association, and Superintendent within thirty (30) days from the date the grievance is filed at Step 4.

5. Step Five - Arbitration

   a. Any grievance which remains unsettled after having been fully processed pursuant to the provisions of the Grievance Procedure as stated herein relating to the interpretation or application of a provision of this Agreement may be submitted to arbitration upon written request of the Association. The proceeding shall be initiated by filing with the Superintendent within fourteen (14) days after the final decision of the School Board has been given to the Association. The parties shall have ten (10) days to select a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator, the Association shall promptly file a demand for arbitration with the American Arbitration Association.

   b. A demand for arbitration shall state in reasonable detail the specific nature of the dispute and the remedy requested, as well as the specific article(s) being aggrieved. This requirement shall be met by submitting the written grievance form with the demand for arbitration. Only one grievance shall be scheduled for the same arbitration hearing, except by mutual agreement of the parties.

   c. In the conduct of an arbitration hearing, the applicable provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply.

   d. The arbitrator shall issue his or her decision not later than thirty (30) days from the close of the hearing, or, if oral summaries have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision(s) shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue submitted. The decision

of the arbitrator shall be final and binding, except that either party may appeal the arbitrator's decision in conformity with RSA: 542:8. Both parties recognize the principle, Res Judicata, in future grievances.

e. Both parties agree that the arbitrator is prohibited from adding, to, deleting from, or modifying the language of this Agreement.

f. The cost of the arbitrator shall be shared equally by the parties to the dispute.

C. ADDITIONAL PROVISIONS

1. An Association Representative may be present at any grievance meeting.

2. The time limits in this article may be reduced or extended by mutual agreement.

3. Failure to refer a grievance to the next step within the specific time shall be considered an acceptance by the employee or Association of the decision rendered.

4. Failure at any level of the grievance procedure to render a decision within the specified time limits shall permit the employee or the Association to proceed to the next level.

5. All parties of interest shall be assured freedom from coercion or reprisal in the exercise of their rights under this grievance procedure.

6. All records, documents, and communications pertaining to the processing of any grievance shall be filed separately from the personnel files of the participants.

7. Whether stated in the specific steps or not, the parties agree that, beginning with Step 2 through arbitration, the grievance statement or form must contain the specific article(s) and sections, if applicable, being aggrieved.

8. A sample of the grievance form is found in Appendix B.

ARTICLE XIV - ASSOCIATION RIGHTS

1. The Board agrees to grant to the Association a total of seven (7) days of leave to members of the Association for attendance at meetings related to Association business. The Association President shall provide the Superintendent with the names of the members chosen to attend such meetings at least two (2) school days prior to such meetings. The Association will reimburse the Board for the cost of the substitute teacher(s) to replace the teacher(s) on such leave.

2. The Board agrees to deduct from the pay checks of Association members, on the same basis as at present, dues for the LEA, NEA/NH, and the NEA. The treasurer of the LEA will forward to the SAU office a list of members and the amount for dues deductions by October 15 of each year. The board will transmit all dues, as they are deducted from the salaries, promptly to the treasurer of the LEA.

3. Any bargaining unit member who elects not to join the LEA shall pay an annual service fee not to exceed actual Association dues. The Association shall certify to the Board by October 15 the amount for the annual service fee. Said fee will be deducted from the pay checks of non-members upon signed acknowledgement and transmitted to the Association in the same manner as membership dues.

The Association shall hold the Board harmless against any and all claims, demands, liabilities, law suits, counsel fees, or other costs which may arise out of, or be by reason of, actions taken against the Board as a result of the provisions of this section.

ARTICLE XV - VACANCIES, TRANSFERS, AND ASSIGNMENTS

The Superintendent or his designee shall have posted on the bulletin board in each school a list of new positions and those officially announced vacant positions to be filled as soon as such needs are known and before the positions are filled. This list shall remain posted until the positions are filled.

Teachers who desire to apply for any such positions may, at any time, submit their names and the position for which they are applying to the Superintendent or his designee.

TRANSFERS AND ASSIGNMENTS

A. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may inquire at any time to ascertain the possibility of such a vacancy in the following year and shall file a written statement of such desire with the Superintendent of Schools and his or her building principal, ordinarily no later than February 1. Such statement shall include the grade and/or subject to which the teacher desires to be transferred in order of preference. Teachers making such requests will be interviewed should a vacancy occur in the area requested.

Each teacher will be given written notification of his or her tentative grade level assignment by May 1 for the following school year. Final notification will be given in writing by August 1. In the event of a need for teacher reassignment after the August 1 date, Article XV, Section B shall prevail.

In reassignment or transfer of teachers, the interests of the District shall be controlling. The desires of the teacher, professional training, certification, teacher performance, staff availability, instructional requirements, and other supporting credentials shall be considered. Where the foregoing are equal, years of service to the District shall receive consideration.

B. Any involuntary transfer or reassignment will be made only after a meeting with the teacher involved and the principal. If a teacher objects to the new assignment he or she may request a meeting with the Superintendent within ten (10) days of said assignment; however, the Superintendent's decision will be final and not subject to the grievance procedure provided the decision was not arbitrary or capricious. The teacher, along with an LEA representative, may provide information at the meeting with the Superintendent to support his/her desires, including, but not limited to, professional training, certifications, recommendations, commendations, performance evaluations, and other supporting credentials. Any teacher involuntarily transferred may resign his or her position without prejudice.

ARTICLE XVI - REDUCTION IN FORCE

A. GENERAL STATEMENT OF POLICY

It is recognized that the Board of Education has the responsibility to maintain sound public elementary and secondary schools and to implement the educational interests of the community and state. However, recognizing also that it may become necessary to eliminate certified staff positions in certain circumstances, this policy is adopted to provide a fair and orderly process should such eliminations become necessary.

B. REASONS FOR ELIMINATION OF CERTIFIED STAFF POSITIONS

It is also recognized that the Board of Education has the sole and exclusive prerogative to eliminate certified staff positions, consistent with the provisions of the state statute.

When the Litchfield School Board finds it necessary to reduce the number of certified full-time and/or part-time positions for reasons of declining enrollments, budget reductions, 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 will be implemented.

C. NOTICE

1. As soon as reduction in force is seriously contemplated, the Superintendent of Schools shall notify the President of the Association and the teachers in the specific classifications within which it is contemplated a position will be eliminated. The affected teacher(s), along with an LEA representative, may provide the Superintendent with information pertaining to the criteria listed in Article XVI D.4. below.

   For purposes of reduction in force, all teachers will be classified according to their present assignment and shall be terminated by the following classifications of grade levels and subject areas:

Grade Level	Subject Area
Pre-K through 5th grade	
6th through 8th grade	Language arts, social studies, math, science, reading, guidance, Spanish or other primary assignments
9th through 12th grade	English, social studies, math, science, reading, guidance, Spanish, French, business education, or other primary assignments
Pre-K through 12th grade	Music, art, special education, library, physical education/ health, family and consumer science, technology education, and computer education.

2. The School Board will review any presentations regarding the reduction in force from the Association, individual teachers, or the public.

3. The decision to implement the reduction in force shall be the sole discretion of the School Board.

4. When a final determination has been made as to the reduction of the work force and as early as is possible, the Superintendent of Schools shall communicate that decision in writing to those staff members involved.

D. PROCEDURES FOR DETERMINING REDUCTION IN FORCE

1. The School Board will 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, refusals of contract, leaves of absence).

2. If further reductions in staff are necessary, the School Board shall retain those teachers who, in its sound judgement, will be the best teachers for the school system and students it serves.

3. Specifically, the School Board does not condone "bumping." The best teachers shall be retained.

4. In making staff reduction decisions among certified staff, the Superintendent will consider ***all*** the criteria listed below:

   a. Qualifications to teach particular subjects or grades as determined by New Hampshire Certification Standards.
   b. Teacher experience at a particular grade level provided, however, that past changes in teaching assignments will not be counted against a teacher.
   c. Previous experience in teaching specific courses.
   d. Professional preparation beyond minimum standards and the recency of such preparation.
   e. Academic preparation beyond minimum standards.
   f. Total teaching performance as determined by previous evaluations.
   g. Seniority, which is defined as the total number of years continuously employed in a position in this bargaining unit.

   This reduction in force procedure is the only procedure that may be used in a reduction of force. No other personnel action, other than a reduction in force, may be considered under this policy.

E. RECALL RIGHTS

Teacher(s) who have been terminated because of reduction in force shall be called back in reverse order of their termination, if certified and qualified for the opening. There shall be a two-year limit on recall rights. If a teacher wishes to remain on the recall list for the second year, said teacher shall notify the Superintendent or his designee by certified mail on or before March 1 during the first year of termination. A teacher who refuses a job offer for a position for which the teacher is qualified and certified shall be dropped from the recall list. Letters from the Superintendent or his or her designee announcing job openings will be sent certified mail to the last known address of the teacher.

Teachers being recalled shall retain all previously earned seniority and accrued sick leave. If the teacher has been compensated as indicated in Article V, Section A, then no sick leave shall be carried forward.

ARTICLE XVII - CONSULTATION ON EDUCATIONAL PROGRAMS

1. The Board desires the participation of its professional educational personnel in the development of sound educational programs for the school children of the district.

2. In connection with proposing major changes in educational programs or educational policies, the Superintendent or his or her designee shall notify the President of the Association. The Superintendent shall consult with the Association President or his or her designee, if requested to do so.
   a. The President of the Association may submit to the Board any recommendations for changes in the educational programs or educational policies by requesting to be placed on the agenda in the appropriate manner.
   b. The Board shall give due consideration to such recommendations of the Association.
   c. Responsibility hereunder on the part of the Board shall be limited to prior notification to the President of the Association.
   d. It is understood that the final decision, with respect to educational programs, is the responsibility of the Board and that it is free to consult with such members of the district's staff and other persons at any time.
   e. Substantive action by the Board under this Article shall not be subject to the Grievance Procedure of this Agreement.

ARTICLE XVIII - DURATION AND RENEWAL

1. This Agreement and each of its provisions shall become effective on August 18, 2014, and shall remain in effect through August 31, 2017.

2. If the Board unilaterally changes a managerial prerogative that impacts on the terms and conditions of employment not specifically included within this Agreement, the Board agrees that any such impact must be negotiated prior to implementing the change, unless the parties reach impasse. This section is enforceable under RSA: 273-A and not through the Grievance Procedure of this Agreement.

3. Copies of this Agreement shall be printed at equal expense to the Association and the Board. The Board shall provide copies of this Agreement to members of the bargaining unit at the time of hire and whenever a new Agreement is ratified by both parties. In addition, the Association shall be provided with ten (10) additional copies.

FOR THE LITCHFIELD EDUCATION ASSOCIATION

Philip Martin,
Chairman, LEA Negotiation Team

Nathan Cooper,
President

FOR THE LITCHFIELD SCHOOL BOARD

Dennis Miller,
Chair, Litchfield School Board

D. Brian Cochrane, Ph.D.,
Superintendent of Schools

Sidebar Agreement

Upon the resignation or retirement of the individual currently filling a Speech Assistant position, such positions subsequently filled will be excluded from the bargaining unit as such individuals are to be supervised by speech pathologists.

FOR THE LITCHFIELD EDUCATION ASSOCIATION

Philip Martin,
Chairman, LEA Negotiation Team

Nathan Cooper,
President

FOR THE LITCHFIELD SCHOOL BOARD

Dennis Miller,
Chair, Litchfield School Board

D. Brian Cochrane, Ph.D.,
Superintendent of Schools

Sidebar Agreement – STIPEND STUDY COMMITTEE

A joint study committee shall be created to consider and make recommendations concerning possible revisions to Appendix A4. The committee may address the format for athletic, co-curricular and special assignment stipends, and the expected hours for such positions, but the committee shall not recommend an increase in either the amount of stipends listed in Article IX(G) or the portion of that amount that is funded by the School Board. The committee will consist of three (3) members appointed by the School Board and three (3) members appointed by the Association. The committee's recommendations shall be delivered to the School Board and the Association in writing no later than September 1, 2014. The committee's recommendations shall not be binding upon the School Board or the Association. However, if the School Board and the Association reach agreement upon revisions to Appendix A4, the agreed revisions shall be appended to this Collective Bargaining Agreement as a Memorandum of Agreement.

FOR THE LITCHFIELD EDUCATION ASSOCIATION

Philip Martin,
Chairman, LEA Negotiation Team

Nathan Cooper,
President

FOR THE LITCHFIELD SCHOOL BOARD

Dennis Miller,
Chair, Litchfield School Board

D. Brian Cochrane, Ph.D.,
Superintendent of Schools

APPENDIX A1
2014 - 2015 SALARY SCHEDULE

Step	B	B+15	B+30	M	M+15	M+30
1	35,070	36,282	37,494	38,710	39,876	41,041
2	36,517	37,799	39,083	40,370	41,557	42,744
3	37,963	39,317	40,671	42,029	43,239	44,448
4	39,410	40,834	42,259	43,689	44,920	46,152
5	40,857	42,352	43,847	45,348	46,601	47,855
6	42,303	43,869	45,436	47,007	48,283	49,559
7	43,750	45,386	47,024	48,667	49,965	51,262
8	45,196	46,904	48,612	50,325	51,645	52,965
9	46,644	48,421	50,201	51,985	53,327	54,668
10	48,090	49,939	51,789	53,644	55,009	56,372
11	49,536	51,456	53,377	55,304	56,690	58,075
12	50,984	52,973	54,965	56,963	58,371	59,779
13	52,430	54,492	56,554	58,622	60,053	61,482
14	53,876	56,010	58,142	60,281	61,733	63,186
15	55,320	57,524	59,726	61,937	63,408	64,888

In 2014-2015 teachers will advance one step from the step they were on in 2013-14.

Longevity Payment: A longevity stipend of $1,500 will be added to the salaries of those teachers who have reached the top of the salary schedule and have 15 to 19 years of creditable experience, the last five in Litchfield. A $2,500 longevity stipend will be added to the salaries of those teachers who have 20 or more years of creditable experience, the last five in Litchfield.

Nurses will receive 90% of the BA salary in their step. Any nurse who receives a BA/BS degree, or is hired with a BA/BS degree, will be placed on the BA track of the salary schedule and be paid according to their established experience. At hire date, nurses will be granted one years experience on the salary schedule for every two years of clinical experience, and one year on the salary schedule for each year of educational experience.

APPENDIX A2
2015 - 2016 SALARY SCHEDULE

Step	B	B+15	B+30	M	M+15	M+30
1	35,070	36,282	37,494	38,710	39,876	41,041
2	36,517	37,799	39,083	40,370	41,557	42,744
3	37,963	39,317	40,671	42,029	43,239	44,448
4	39,410	40,834	42,259	43,689	44,920	46,152
5	40,857	42,352	43,847	45,348	46,601	47,855
6	42,303	43,869	45,436	47,007	48,283	49,559
7	43,750	45,386	47,024	48,667	49,965	51,262
8	45,196	46,904	48,612	50,325	51,645	52,965
9	46,644	48,421	50,201	51,985	53,327	54,668
10	48,090	49,939	51,789	53,644	55,009	56,372
11	49,536	51,456	53,377	55,304	56,690	58,075
12	50,984	52,973	54,965	56,963	58,371	59,779
13	52,430	54,492	56,554	58,622	60,053	61,482
14	53,876	56,010	58,142	60,281	61,733	63,186
15	56,345	58,587	60,824	63,070	64,553	66,042

Teachers will advance one step except for teachers who were on Step 14 in 2014-2015 who will receive the following amounts in the following tracks during 2015-2016:

B	B+15	B+30	M	M+15	M+30
$55,323	$57,528	$59,730	$61,940	$63,414	$64,890

(For information purposes only step 15 reflects an increase of ½ step plus $300)

Longevity Payment: A longevity stipend of $1,500 will be added to the salaries of those teachers who have reached the top of the salary schedule and have 15 to 19 years of creditable experience, the last five in Litchfield. A $2,500 longevity stipend will be added to the salaries of those teachers who have 20 or more years of creditable experience, the last five in Litchfield.

Nurses will receive 90% of the BA salary in their step. Any nurse who receives a BA/BS degree, or is hired with a BA/BS degree, will be placed on the BA track of the salary schedule and be paid according to their established experience. At hire date, nurses will be granted one years experience on the salary schedule for every two years of clinical experience, and one year on the salary schedule for each year of educational experience.

APPENDIX A3
2016 - 2017 SALARY SCHEDULE

Step	B	B+15	B+30	M	M+15	M+30
1	36,517	37,799	39,083	40,370	41,557	42,744
2	37,963	39,317	40,671	42,029	43,239	44,448
3	39,410	40,834	42,259	43,689	44,920	46,152
4	40,857	42,352	43,847	45,348	46,601	47,855
5	42,303	43,869	45,436	47,007	48,283	49,559
6	43,750	45,386	47,024	48,667	49,965	51,262
7	45,196	46,904	48,612	50,325	51,645	52,965
8	46,644	48,421	50,201	51,985	53,327	54,668
9	48,090	49,939	51,789	53,644	55,009	56,372
10	49,536	51,456	53,377	55,304	56,690	58,075
11	50,984	52,973	54,965	56,963	58,371	59,779
12	52,430	54,492	56,554	58,622	60,053	61,482
13	53,876	56,010	58,142	60,281	61,733	63,186
14	55,320	57,524	59,726	61,937	63,408	64,888
15	57,366	59,641	61,914	64,196	65,689	67,191

In 2016-17, teacher's salary increases are reflected in the schedule and employees will not advance a step. (For example: an employee on step 5 in 2015-16 will remain on step 5 in 2016-17.) (Teachers who were on Step 14 in 2014-15 will be on Step 15 in 2016-2017.) (For information purposes only step 15 represents an increase of 1/2 step plus $300.)

Longevity Payment: A longevity stipend of $1,500 will be added to the salaries of those teachers who have reached the top of the salary schedule and have 15 to 19 years of creditable experience, the last five in Litchfield. A $2,500 longevity stipend will be added to the salaries of those teachers who have 20 or more years of creditable experience, the last five in Litchfield.

Nurses will receive 90% of the BA salary in their step. Any nurse who receives a BA/BS degree, or is hired with a BA/BS degree, will be placed on the BA track of the salary schedule and be paid according to their established experience. At hire date, nurses will be granted one years experience on the salary schedule for every two years of clinical experience, and one year on the salary schedule for each year of educational experience.

APPENDIX A4

The following Athletic, Co-curricular and Special Assignment stipends are based from these tiers:

Athletic stipend positions- All athletic coaches

LMS

Tier	Expectations
I	A maximum of 35 practices and 12 events during the regular season
II	A maximum of 45 practices and 10 events during the regular season
III	A maximum of 50 practices and 12 events during the regular season

	LMS Coach	LMS Assistant
Tier 1	$1,568.18	$1,097.74
Tier 2	$1,829.56	$1,280.68
Tier 3	$2,195.46	$1,536.82

Name	School	Category	Level
Baseball	**LMS**	**Athletic**	**1**
Boys Basketball	**LMS**	**Athletic**	**3**
Boys Soccer	**LMS**	**Athletic**	**1**
Cheerleading	**LMS**	**Athletic**	**2**
Cross Country	**LMS**	**Athletic**	**1**
Cross Country Assistant	**LMS**	**Athletic**	**1**
Girls Basketball	**LMS**	**Athletic**	**3**
Girls Soccer	**LMS**	**Athletic**	**1**
Softball	**LMS**	**Athletic**	**1**
Track and Field	**LMS**	**Athletic**	**1**
Volleyball	**LMS**	**Athletic**	**1**

CHS

Tier	Expectations
I	A maximum of 42 practices and 36 events during the regular season
II	A maximum of 60 practices and 20 events during the regular season
III	A maximum of 70 practices and 12 events during the regular season
IV	A maximum of 85 practices and 18 events during the regular season

	CHS Varsity Coach	CHS JV/Asst.	CHS Fresh
Tier 1	$2090.90	$1,463.63	$1,024.54
Tier 2	$3,136.36	$2,195.46	$1,536.81
Tier 3	$3,659.08	$2,561.36	$1,792.95
Tier 4	$4,390.90	$3,073.62	$2,151.56

Name	School	Category	Level
Baseball BJV	CHS	Athletic	2
Baseball BV	CHS	Athletic	2
Basketball BJV	CHS	Athletic	4
Basketball BV	CHS	Athletic	4
Basketball FB	CHS	Athletic	4
Basketball GJV	CHS	Athletic	4
Basketball GV	CHS	Athletic	4
Cross Country BGJV	CHS	Athletic	2
Cross Country BGV	CHS	Athletic	2
Fall Spirit	CHS	Athletic	3
Football Assistant	CHS	Athletic	3
Football Assistant	CHS	Athletic	3
Football Head Coach	CHS	Athletic	3
Golf BGV	CHS	Athletic	1
Outdoor Track BGJV	CHS	Athletic	2
Outdoor Track BGV	CHS	Athletic	2
Soccer BJV	CHS	Athletic	2
Soccer BV	CHS	Athletic	2
Soccer GJV	CHS	Athletic	2
Soccer GV	CHS	Athletic	2
Softball GJV	CHS	Athletic	2
Softball GV	CHS	Athletic	2
Winter Spirit GJV	CHS	Athletic	3
Winter Spirit GV	CHS	Athletic	3
Winter Track BGV	CHS	Athletic	2
Volleyball GJV	CHS	Athletic	2
Volleyball GV	CHS	Athletic	2

Co-curricular stipend positions- Club and class advisors

Tier	Expectations
I	Minimum of 25 hours of involvement above the regular school day
II	Minimum of 75 hours of involvement above the regular school day
III	Minimum of 150 hours of involvement above the regular school day
IV	Minimum of 200 hours of involvement above the regular school day

	Co-curricular
Tier 1	$888.64
Tier 2	$1,045.46
Tier 3	$1,672.72
Tier 4	$3,659.08

Name	School	Category	Level
Art Club	CHS	Co-Curricular	1
Drama	CHS	Co-Curricular	4
F.I.R.S.T.	CHS	Co-Curricular	4
FBLA	CHS	Co-Curricular	3
Gay Straight Alliance	CHS	Co-Curricular	1
Grade 9 Advisor	CHS	Co-Curricular	1
Grade 10 Advisor	CHS	Co-Curricular	2
Grade 11 Advisor	CHS	Co-Curricular	3
Grade 12 Advisor	CHS	Co-Curricular	4
Granite State Challenge	CHS	Co-Curricular	3
International Club	CHS	Co-Curricular	1
Key Club	CHS	Co-Curricular	1
Literary Magazine	CHS	Co-Curricular	1
Math Team	CHS	Co-Curricular	2
NHS	CHS	Co-Curricular	2
Outing Club	CHS	Co-Curricular	3
Pep Rally	CHS	Co-Curricular	1
SADD	CHS	Co-Curricular	1
School Newspaper	CHS	Co-Curricular	2
Ski Club	CHS	Co-Curricular	1
Student Council	CHS	Co-Curricular	4
T.A.P	CHS	Co-Curricular	2
Yearbook	CHS	Co-Curricular	4
Chess	GMS	Co-Curricular	1
Destination Imagination	GMS	Co-Curricular	3
Scarecrow Jamboree	GMS	Co-Curricular	1
Ski Club	GMS	Co-Curricular	1
Art Club	LMS	Co-Curricular	2
Crusaders	LMS	Co-Curricular	1
Drama Club	LMS	Co-Curricular	3
Green Raiders	LMS	Co-Curricular	1
Indoor Hockey League	LMS	Co-Curricular	1
Literary Club	LMS	Co-Curricular	1
Math Club	LMS	Co-Curricular	1
Service	LMS	Co-Curricular	1
Ski Club	LMS	Co-Curricular	1
Student Council	LMS	Co-Curricular	2
Technology Education Club	LMS	Co-Curricular	1
Yearbook	LMS	Co-Curricular	3

Special Assignment stipend positions- Positions directly related to curriculum, school operations and the enhancement of the school community.

Tier	Expectation
I	A minimum of 50 hours above the regular school day hours
II	A minimum of 100 hours above the regular school day hours
III	A minimum of 150 hours above the regular school day hours
IV	A minimum of 250 hours above the regular school day hours
V	A minimum of 300 hours above the regular school day hours

	Special Assignment
Tier 1	$1,000.00
Tier 2	$1,672.72
Tier 3	$2,090.90
Tier 4	$3,090.90
Tier 5	$4,181.80

Name	School	Category	Level
Art Program	**CHS**	**Special Assignment**	**3**
Curriculum Facilitators (4)	**CHS**	**Special Assignment**	**4**
Team Leader UA	**CHS**	**Special Assignment**	**1**
Music Choral	**CHS**	**Special Assignment**	**3**
Music Instrumental	**CHS**	**Special Assignment**	**3**
Musical Director for Drama	**CHS**	**Special Assignment**	**2**
Senior Project (2)	**CHS**	**Special Assignment**	**2**
Sophomore Project (2)	**CHS**	**Special Assignment**	**2**
Summer School Coordinator	**CHS**	**Special Assignment**	**4**
Tech I	**CHS**	**Special Assignment**	**TBD**
Tech II	**CHS**	**Special Assignment**	**TBD**
Art Programs	**GMS**	**Special Assignment**	**2**
Team Leaders (5)	**GMS**	**Special Assignment**	**1**
Music	**GMS**	**Special Assignment**	**3**
Tech I	**GMS**	**Special Assignment**	**TBD**
Tech II	**GMS**	**Special Assignment**	**TBD**
Art Programs	**LMS**	**Special Assignment**	**2**
Team Leaders (5)	**LMS**	**Special Assignment**	**1**
Music Choral	**LMS**	**Special Assignment**	**5**
Music Instrumental	**LMS**	**Special Assignment**	**3**
Natures Classroom Plan	**LMS**	**Special Assignment**	**2**
PBIS	**LMS**	**Special Assignment**	**1**
Summer School Coordinator	**LMS**	**Special Assignment**	**1**
Tech I	**LMS**	**Special Assignment**	**TBD**
Tech II	**LMS**	**Special Assignment**	**TBD**

Athletic Coordinator	**LMS**	**Special Assignment**	**$3,427**

HOURLY RATE POSITIONS

Weight Room	**CHS**	**Athletic**	**$18.82**
Climbing Wall	**CHS**	**Co-Curricular**	**$26.14**
Saturday Detention	**CHS**	**Special Assignment**	**$19.82**

ADDENDUM TO STIPEND SCHEDULES

Notwithstanding the negotiated stipend schedules above, it is agreed that any current stipend paid for an existing 2004-2005 activity that is higher than the stipend amount listed for that activity in the above schedule will be grandfathered. The person will continue to be paid the grandfathered stipend amount until such time as a different person assumes responsibility for that activity. Any new person assuming responsibility for a grandfathered stipend position will be compensated based on the above contract stipend schedules.

PROTOCOL FOR ADDING NEW ATHLETIC AND CO-CURRICULAR ACTIVITIES

The following procedure will be followed for adding new athletic and/or co-curricular activities:

1. A person desiring to add a new activity must submit a written request to the building principal. The request must include the objectives of the activity; an outline of the proposed activities; the minimum expected hours to supervise the activity; and a detailed budgetary request.
2. The building principal will include the new activity request in his/her budget request to the Superintendent for the following annual budget.
3. Upon receipt of a new activity request, the Superintendent will meet with the LEA to discuss the request and agree on the tier of the new activity.
4. The Litchfield School Board will be the determining body to approve the new request and include the budgetary amount in its annual budget.
5. Once a new activity's budget has been officially approved within the operating budget, the new activity will be added to the LEA contract schedule in the year following approval. For example, if an activity was approved in the 2006-2007 budget, that activity will be added to the LEA contract for the 2007-2008 year.

ADDITIONAL PROVISIONS

1. New stipend opportunities may be available through state and federal grants that are not included in this Agreement. These opportunities will be posted internally as they become available.

2. Payment of Stipend Positions - Co-curricular/Special Assignments: Paid in 4 Payments per year
   Non Co-curricular budgeted positions and federal funded positions:
   Paid in 2 Payments per year

APPENDIX B
GRIEVANCE FORM

Litchfield School Board - Litchfield Education Association

Date of Filing: _____

Name: _____

Article(s) of the Agreement being aggrieved (list specific sections of each Article, if applicable):

Nature of the grievance, including date it occurred:

Remedy requested:

Signature of Aggreived: _____

Principal's Response:

Appeal, if any, of the decision including date of appeal to the Superintendent.

Date: _____

Appeal to arbitration including date and signature of appropriate Association officer:

Date: _____ Association Officer: _____

APPENDIX C

WAIVER OF HEALTH INSURANCE

In accordance with the Agreement between the Litchfield School Board and the Litchfield Education Assocation, Article VI - Insurance Provisions, Section A., a teacher who elects no health insurance shall receive an annual payment of $1,000. To receive this payment, a teacher must sign a waiver and show proof of other insurance coverage that is not subsidized (e.g., not subsidized under the Patient Protection and Affordable Care Act).

I _____ , elect no health
(Please Print Name)

insurance for XXXX year. I have attached proof of other insurance coverage.

I understand that this waiver form must be received by the Office of the Superintendent no later than XXXXX to receive the annual payment of $1,000.

Payment will begin on XXXXX and continue until XXXXX (16 pay periods).

_____

Signature of Employee Date

APPENDIX D

LITCHFIELD SCHOOL DISTRICT

Job Sharing Agreement

LENGTH OF WORK YEAR:

The length of the work year shall be 186 days pro-rated to job share plus pro-rated additional days if applicable.

LENGTH OF WORKDAY:

The length of the workday and weekly schedule will be as assigned by the building principal ensuring a minimum of a one hour overlap each week.

Each teacher will be responsible for carrying out all instructional assignments and any other assigned duties during their workday. It is understood that this constitutes the normal working day for professional services, plus whatever time is required for certain obligations to students, parents and the school. These include (but are not limited to) attending faculty meetings, team meetings, parent conferences and the time necessary to coordinating the efforts of job sharing unless otherwise assigned by the building principal.

Each teacher covered by this agreement shall participate in the equivalent of 3.5 standard workshop days sponsored by the district and as assigned by the building principal. Should a participant be required to attend additional workshops, they shall be compensated on a per diem basis.

SALARY:

Each teacher will be placed on the appropriate step of the salary schedule and will receive 50% of the stated salary for 187 days. Specialists job shared positions also include a prorating of additional workdays. Example: Librarians would prorate the 10 additional days to 5 days each.

A year's experience is credited on the salary schedule for 92 days of full time work or equivalent in an academic year.

HEALTH & DENTAL INSURANCE:

Should the employee enroll in the District's health or dental plans, the District will pay one-half of the premium benefit afforded to full time employees. The remaining portion of the premiums will be deducted from the employee's paychecks in equal payments. District will pay one-half of the waiver benefit allowed under the master contract, if eligible.

LEAVE:

Job sharing positions will be entitled to 7.5 days equivalent sick leave each year and 1.5 personal days equivalent.

FUNERAL LEAVE:

Job share participants will be granted 3 days funeral leave without loss of pay upon the death of anyone in the immediate family. Additional funeral leave may be granted with the permission of the Superintendent or his designee.

SUBSTITUTES:

Should it be necessary for job sharing participant to be absent for illness, personal leave, funeral leave, or any other reason, the participant(s) will serve as substitute(s) for one another when available. It shall be the responsibility of each teacher to contact the designated building representative should it be necessary to be absent from school. Payment for substituting will be at the current substitute rate pro-rated if necessary.

PROFESSIONAL GROWTH:

Each job-sharing participant must participate in the local staff development plan ensuring continued certification and an understanding of district goals. Each job share individual is eligible for full conference or course reimbursement as negotiated for all LEA members.

OTHER:

In the event one of the teachers becomes seriously ill, disabled or resigns, the other member of the team may resume all full-time responsibilities for the remainder of the school year if available, and/or until a qualified long-term substitute can be found. The salary and fringe benefits will be adjusted accordingly.

PROCEDURES FOR SUCCESSOR AGREEMENT:

Should the job sharing participants wish to continue the aforementioned arrangements, each of the participants shall notify the Superintendent of Schools in writing by April 15th of each year.

1. The Superintendent shall notify the participants by April 30th of each year if the administration wishes to continue the job sharing position.

2. Should the parties be interested in continuing the job sharing arrangements a copy of the agreement will be attached annually to their respective work contracts.

3. Should either of the job-sharing participants wish to return to full time employment they may do so based on the availability of positions within their area of certification. The remaining participant would also be eligible to a full time position, if available, unless they are able to coordinate other job share arrangements that are approved by the Superintendent or designee. If a change should occur, every effort will be made to maintain original assignments prior to the job-share arrangements.

_____

Teacher Signature Date

_____

Principals Signature Date

_____

Superintendent/or Designee Signature Date