

Agreement Between

Lyme School Board

and

Lyme Education Association/NEA-NH

July 1, 2009 – June 30, 2012

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ARTICLE I RECOGNITION

- A. The Board recognizes the Lyme Education Association/NEA-NH as the exclusive representative of all professional employees of the Lyme School District both full and part-time whether under contract or on leave including all classroom teachers, guidance counselors, specialists, librarians and others whose titles are properly in the bargaining unit. Principals, assistant principals, nurses and employees who exercise supervisory authority involving the significant exercise of discretion in 60% or more of their job assignments, and/or other employees who may be excluded pursuant to RSA 273-A, are not represented.

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

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

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

Professional Employee includes any individual except principals, assistant principals, nurses, and instructional assistants, who is employed by the Lyme School District and carries a valid certificate or license issued or recognized by the New Hampshire State Department of Education and is employed in a position for which certification is a prerequisite. Included in this bargaining unit are regular part-time and full-time professional employees and those on leave.

Part-Time Professional Employee is an individual whose assigned duties require him/her to be regularly present at school for less than the usual full school day.

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

Employees' Organization means Lyme Education Association/NEA-NH in which professional employees participate and which exists for the purpose in whole or in part of conferring, discussing, and negotiating with the School Board over the terms and conditions of employment accorded to professional employees.

Representative means any professional employee of the Lyme Education

Association/NEA-NH or person it authorizes or designates to act in its behalf.

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

Good faith negotiations involves meeting at reasonable times and places in an effort to reach an agreement on the terms of employment and to cooperate in mediation and fact finding required by RSA 273-A. The obligation to negotiate in good faith shall not compel either party to agree to a proposal or to make a concession.

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

PELRB means Public Employees Labor Relations Board.

ARTICLE 2 NEGOTIATION PROCEDURE

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

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

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

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

ARTICLE 3 GRIEVANCE PROCEDURE

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

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

Grievant shall mean a professional employee or the Lyme Educational Association submitting the grievance.

The following grievance procedure is agreed to:

- A. A grievance shall be considered only if submitted in writing to the Principal of the school in which the affected professional employee or employees work before expiration of twenty (20) school days from the day on which the grievant first knew or reasonably should have known of the alleged act, omission to act or occurrence giving rise to the grievance. Such written notice shall briefly state the nature of such act, omission to act, or occurrence as well as the alleged harm suffered as a result.
- B. The Principal, the grievant, and an official of the Association shall informally discuss the grievance in an attempt to resolve the matter. The grievant may invite any member of the bargaining unit and the Principal may invite any witness to the grievance into these discussions. The Principal shall render his decision in writing, briefly stating his reasons thereof before the expiration of ten (10) school days from the day on which the grievance was submitted.
- C. If the decision of the Principal does not resolve the grievance to the satisfaction of the grievant, the latter, before the expiration of seven (7) school days from the date of the receipt of the decision of the Principal, may appeal the decision to the Superintendent. Such appeal shall be in writing and shall briefly specify the nature of the alleged act, omission to act or occurrence giving rise to the grievance, the nature and extent of the alleged harm suffered as a result, and the basis for the grievant's objection to the Principal's decision.
- D. The Superintendent, the Principal, the grievant, an official of the Association, and, at the option of the grievant, and/or the administrator, another member of the bargaining unit of this contract, or any witness to the grievance, shall meet informally to discuss the appeal in an attempt to resolve the matter before the expiration of ten (10) school days from the date on which the grievant filed his/her appeal.
- E. The Superintendent shall render a decision in writing with respect to the appeal

before expiration of five (5) school days from the day on which the meeting with the Superintendent occurred.

- F. If the decision of the Superintendent does not resolve the grievance to the satisfaction of the grievant, the grievant, no later than seven (7) school days after receipt of the decision of the Superintendent, may appeal that decision to the Board. The appeal shall be submitted in writing to the Superintendent who shall attach all related papers and forward the appeal to the Board.
- G. The Board, or a committee thereof, shall grant the grievant a hearing within fifteen (15) school days of the Superintendent's receipt of the appeal. Both parties will be allowed counsel.
- H. The Board shall communicate its decision in writing to the Superintendent, the grievant, and the representative of the Association within ten (10) school days of the date of the hearing.
- I. If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, the grievant, no later than twenty (20) school days after receipt of the decision of the Board and only with support of the Lyme Education Association, may submit a written request to the Superintendent that the grievance be submitted to arbitration.
- J. No later than fifteen (15) school days after the Superintendent's receipt of such a request, the grievance will be submitted to arbitration under the rules and procedures of the American Arbitration Association. If the Lyme Education Association declines to submit the grievance to arbitration, the grievance is terminated.
- K. The arbitrator shall be without power to make a decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement. The arbitrator shall be empowered to award financial reimbursement or make any other order deemed proper within the confines of the contract.
- L. The decision of the arbitrator as provided above shall be binding.
- M. The cost of such arbitration shall be shared equally by the District and the Association. Failure at any step of this procedure to communicate a decision on a grievance within the time limit specified shall permit the grievant to proceed to the next step. Failure by a grievant at any step of this procedure to appeal a grievance at the next step within a time limit specified shall be deemed a waiver of further appeal of the decision.
- N. The grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the district.

- O. A grievance not settled by the end of the school year shall continue on the same time schedule, each week day to be considered a school day.
- P. The meetings with the Principal and the Superintendent shall not be open to the public. The hearing before the Board or committee thereof shall be closed unless the grievant or other individuals whose reputations might be affected choose to open such hearing to the public.

ARTICLE 4 EMPLOYEE EVALUATION

- A. It is recognized by the Association that the school administration and the School Board have the sole authority and responsibility for all matters relating to evaluation except for those procedural aspects of evaluation enumerated in paragraphs B and D below.
- B. By the opening day of school, the criteria and methods of evaluating professional personnel will be available. Evaluations shall be conducted according to the Lyme Evaluation Plan as attached in Appendix D. This plan may be changed by mutual consent of the LEA and the District.
- C. All monitoring of work performance shall be conducted openly and with full knowledge of the professional employee being monitored.
- D. A professional employee shall have the right, upon request, to review the contents of his/her official personnel file and receive copies of any documents contained therein. A professional employee shall be entitled to have a representative of the Association present during such a review.

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

- E. Final evaluation of a professional employee upon termination of employment shall be concluded prior to conclusion of the employment, and no evaluative documents and/or other evaluative material shall be placed in the official personnel file of an employee after that date.
- F. Confidentiality procedures will be in keeping with federal statutes and guidelines.

ARTICLE 5
DISCIPLINARY ACTION & PROVISIONS FOR HEARING

No disciplinary action or reprimand shall become a part of a teacher's official personnel file and no reduction in rank or compensation shall transpire unless the professional employee has been granted the right to a hearing before the School Board. This provision shall not, however, apply to evaluation of professional employees made pursuant to Article 4. All written material in the possession of the district officer and/or School Board forming the basis for such disciplinary action will be made available to the professional employee prior to the hearing.

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

No teacher shall be disciplined without written statement of reasons. All information forming the basis for disciplinary action will be made available to the teacher.

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

ARTICLE 6
REDUCTION IN FORCE

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

Reductions shall be in the inverse order of the appointment of such professional employees assuming appropriate certification is held or can be attained by June 30. Professional employees not tenured as of June 30 may be reduced in any order.

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

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

dates of commencement are identical.

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

ARTICLE 7 CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT

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

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

ARTICLE 8 SUBSTITUTES FOR SPECIALISTS

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

ARTICLE 9 WORKERS' COMPENSATION

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

ARTICLE 10 TEACHER PROTECTION

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

ARTICLE 11 RIGHTS OF THE PARTIES

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

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

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

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

There shall be no reprisals by either the Board or the Association against any professional employee by reason of membership (or lack of membership) in the Association or participation (or lack of participation) in its lawful activities, nor shall reprisals be taken against a professional employee as a result of participation in the grievance or arbitration procedure provided by this agreement.

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

ARTICLE 12 CALENDAR

The Lyme School Board reserves the unilateral right to construct and approve of the school year calendar. The Board agrees to request suggestions from the professional staff relative to such calendar prior to its final adoption.

ARTICLE 13 VOLUNTARY DUES DEDUCTION

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

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

ARTICLE 14 PROVISIONS CONTRARY TO LAW

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

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

ARTICLE 15 PERSONAL AND EMERGENCY LEAVE

Professional employees shall be allowed up to three (3) days per year, non-accumulative, personal leave with pay to be taken at the employee's discretion. Personnel needing such leave will provide the Principal with a written notice two (2) days in advance of the desired leave. Part-time professional employees shall be entitled to personal leave pro-rated in accordance with the time worked (e.g. employees working half time will be entitled to three half days of personal leave).

Professional employees shall be granted up to two (2) days per year, non-accumulative, emergency leave with pay under circumstances which are unforeseen

and urgent. As soon as possible after each emergency leave day, the employee shall submit a signed statement to the Superintendent, indicating the nature of the emergency and the number of days taken. Additional days may be granted at the discretion of the Superintendent.

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

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

ARTICLE 16 MILITARY LEAVE

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

ARTICLE 17 JURY DUTY LEAVE

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

ARTICLE 18 MATERNITY DISABILITY & CHILD CARE LEAVE

Maternity disability leave is granted to a female employee upon receipt of a physician's letter identifying the period of time the professional employee is temporarily unable to work due to pregnancy, childbirth, or pregnancy related medical complications. Notice of leave should be given as much in advance as possible. Maternity disability leave is paid in accordance with the sick leave provisions of this contract and granted to the extent that the employee has sick leave days available under the same provisions. If the pregnancy is terminated before full term and birth of the child, the employee may apply for termination of the leave. The return of the employee prior to the originally established return date is at the discretion of the Superintendent.

Family Leave without pay is granted upon request to professional employees for up

to six months or until the end of the school year, whichever is longer, when necessary to care for a member of the employee's immediate family. The term "immediate family" shall be construed to mean spouse, domestic partner, children, foster children, parents, grandparents, grandchildren, parents-in-law, brothers, sisters or spouse's siblings. The District will pay for group insurance programs at the current payment/co-payment rate for up to six months. The employee may continue participation in group insurance programs after the first six months leave and will pay insurance premiums at the group rate. The District retains the right to request a doctor's verification of any illness or disability. The employee will notify the District of his or her intent to return the following year by June 30. A leave for the same purpose cannot be renewed in the subsequent school year.

Upon return from Maternity or Family Leave, the professional employee shall be placed in a comparable position for which he or she is qualified and certified, according to the provisions of state and federal guidelines.

ARTICLE 19 EMPLOYEE SICK LEAVE

Sick Leave: Each professional employee shall be granted fifteen (15) days of paid leave per year for absence due to illness or physical disability. Accrued sick leave shall accumulate to one hundred eighty (180) days. The district retains the right to request a doctor's verification of any illness after ten (10) consecutive or accumulative days of sick leave granted in one year. Up to ten (10) days of the above sick leave may be used for illness of the professional employee's spouse, domestic partner, children or parents.

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

Short Term Disability Program: Income protection shall be provided to any employee for absence due to illness or physical disability. Eligibility shall begin following a minimum of 15 consecutive days of absence or following the use of all accrued sick leave, whichever is greater. The benefit under the Short Term Disability Program shall be 70% of base pay with a maximum of \$750 per week. The duration of the benefit shall be a maximum of 165 calendar days, or until the employee returns to duty, or the employee becomes eligible under Long Term Disability provisions, whichever occurs first. The Superintendent shall determine eligibility and the number of days to be granted. All decisions of the Superintendent may be appealed to the School Board. The School Board retains the right to request a doctor's verification of illness or physical disability.

ARTICLE 20 EXTENDED LEAVES OF ABSENCE

The Board, at its sole discretion, may grant extended leaves of absence without pay

for up to one year to a professional employee who has worked in Lyme for less than ten (10) years. The professional employee must notify the employer in writing by March 15 concerning his/her intention to return.

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

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

Professional employees on leave under the above provisions of this article shall be issued a letter of confirmation stating the type and duration of such leave, and shall continue to be offered insurance benefits of health, dental, and long-term disability subject to the insurance carrier's agreement and approval and at the full group rate.

ARTICLE 21 REQUEST FOR OTHER LEAVE

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

ARTICLE 22 SABBATICAL LEAVE

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

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

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

If permission for a leave is granted, the recipient shall sign an agreement that he/she will return to the District for a period of not less than two years. The Board may waive this provision provided the recipient agrees in writing that should he/she leave the Lyme School District for any reason except for death or serious illness during the two years immediately following completion of sabbatical leave, he/she will reimburse the School District for any salaries paid during the leave plus the prime rate of interest at the date of the commencement of the leave over a three-year period.

ARTICLE 23 RETIREMENT BENEFIT

After completion of fifteen (15) years service in the Lyme School District, a professional employee who retires from the Lyme school district shall be paid for accumulated unused sick leave at the then current substitute teacher rate. In order to receive this benefit, the professional employee must notify the Board, in writing, by December 1 preceding the employee's final school year of employment.

A professional employee eligible for the retirement benefit who has suffered a catastrophic illness or injury (attested by a licensed medical doctor) and has used all accumulated sick leave, shall receive the retirement benefit based on accumulated sick leave prior to the onset of such illness or injury.

ARTICLE 24 COMPENSATION GUIDE

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

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

Steps and Tracks: The salary guide shall consist of a number of tracks representing degrees and/or credits earned and a number of steps representing levels of advancement based upon years of demonstrated professional competency in teaching. It is understood by the Association and its members that anyone who anticipates track advancement on the salary schedule must notify the Superintendent of

this possibility by December 1 of the prior school year. Those who have not notified the Superintendent by December 1 will not be able to move laterally if funds reserved for that purpose are utilized by those who did make such notification. By September 1 of the year in which the increase is to take effect, those professional employees who do, in fact, acquire the necessary credits to advance on track must notify the Superintendent's office. All papers, transcripts, and other data pertinent to such advancement must be delivered to the Superintendent's Office by December 1.

Placement: Initial placement on the salary guide shall be determined by the Superintendent on the basis of degrees and credits earned and prior years of demonstrated professional competency as a teacher or an in equivalent activity.

Part-time professional employees beginning employment at Lyme School will be granted salary schedule placement that recognizes all professional experience in a pro-rated manner. For example, a professional employee with two years of 0.50 service will be granted one year of experience in the calculation of salary schedule placement.

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

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

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

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

The first salary payment for each fiscal year will be in September, and in no case shall the final installment be made until the contract has been fulfilled to the satisfaction of the Superintendent. When a professional employee leaves or enters employment

with the Lyme School District during the school year, the salary due shall be pro-rated on a 185-day basis.

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

<u>Amount</u>	<u>Activity</u>
\$200	Mock Trial, Math Counts, and Curriculum Chairperson (active)
\$400	Eighth Grade Trip advisor, Webmaster
\$800	Drama Club
\$400	Art Director for drama production
Up to \$500	A new extracurricular activity to be reviewed and approved by the Principal

ARTICLE 25 INCENTIVES FOR TEACHER EXCELLENCE

An incentive program, funded by the Lyme School Board for the purpose of encouraging professional growth, will be offered. The program will provide for individual grants for professional employees for educationally sound programs relevant to the District's curriculum needs. The maximum total amount available for funding such grants for the following three school years is as follows:

2009 – 2010	\$3,000
2010 – 2011	\$4,000
2011 – 2012	\$5,000

The above amounts are non-accumulative.

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

ARTICLE 26 STAFF DEVELOPMENT

The School Board agrees to fund staff development up to \$750 per FTE during each school year for the cost of specific courses, seminars, or workshops approved by the Professional Development Committee (PDC). The fund limit per FTE for employees who take a graduate-level course in the employees' professional field will be tied to the cost of an in-state, three credit graduate course at Plymouth State University, subject to approval by the PDC and consultation with the Superintendent.

Any unused budgeted funds will not be used to further reimburse staff for approved staff development above the limit, but will remain as surplus in the general fund budget.

ARTICLE 27 EMPLOYEE WELLNESS INITIATIVES

Up to \$750 for Employee Wellness initiatives, non-accumulative, will be available as per the prevailing agreement between the Lyme Education Association and Lyme School Board. The overall purpose is the awareness and promotion of physical and mental well-being of Lyme School employees.

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

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

ARTICLE 28 INSURANCE PROVISIONS

Health: Professional employees shall be extended full family membership health insurance in the SchoolCare plan administered by the NH School Health Care Coalition. Employees shall select from Point of Service or HMO options. Employees who select the HMO plan will pay 15% of the applicable premium. Employees who choose the POS plan will pay 15% of the premium and a portion of the difference in cost between an HMO and POS plan, according to the following schedule:

- In 2009 – 2010, an employee electing the POS plan will pay 33% of the difference between the HMO and POS plans;
- In 2010 – 2011, an employee electing the POS plan will pay 66% of the difference between the HMO and POS plans;
- In 2011– 2012, an employee electing the POS plan will pay 100% of the difference between the HMO and POS plans.

All employee health insurance contributions will be tax sheltered through a District wide IRS Section 125 plan.

The premium payments of both the Lyme School District (employer) and the professional employee shall be pro-rated according to the percent of employment.

Employees with documentation of adequate health insurance coverage who choose not to accept the medical insurance benefit will receive \$1,000 per year, pro-rated according to the percent of employment.

Both the Lyme Education Association/NEA-NH and the School Board agree that every effort will be made to provide full health insurance or co-payment of premiums for

employees or families as per negotiated agreement. If health insurance coverage as complete as or better than the present SchoolCare plan becomes available, with the agreement of both parties, a change to a new provider or plan would be possible.

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

Medical Coverage for Retirees:

Any full time teacher who has taught a minimum of twenty (20) years, of which at least the last fifteen (15) have been within the Lyme School District, and who is at the top of his or her salary track at the time of his or her statement of intent to retire early, may submit a request for early retirement to the Board. A qualifying teacher's request for early retirement shall be received by the Board no later than December 1 and shall specify the date selected by the teacher for retirement, which shall be at the end of the current teaching year (June). The Board shall act upon the request no later than 30 days from receipt.

Up to two (2) requests for early retirement per year shall be approved by the School Board. If more than that number is requested, those teachers with the greatest seniority will be given first consideration.

If approved, the teacher(s) requesting early retirement shall be entitled to the same health insurance subsidy, on a pro-rated basis, which shall be calculated by using the actual cost of any programs being used by LEA at the time of the teacher's retirement and on the same terms and which will remain in effect until the retiree is eligible for Medicare Insurance. Such health insurance subsidies shall continue at the same percentage contribution to a single-person plan as provided in the contract in effect at the time of the teacher's request to retire early with no reduction in terms, benefits and/or conditions. Further, the retiree will be able to choose from among all of the health plan options available through the Lyme Education Association and will continue to enjoy all the medical provisions and privileges offered to the teaching staff until Medicare eligibility. However, if the retiree chooses an option which is available to the Lyme Education Association but is not covered by the subsidy, the retiree shall be responsible for the additional cost of that option, if any. The retiree(s) may purchase additional coverage for family members at rates available to the District.

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

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

The benefits provided are as follows:

--Group Term Life	\$25,000.00
--Accidental Death & Dismemberment	\$25,000.00
--Long Term Disability--Monthly Benefit	60% of salary with offsets
Maximum Monthly Benefit	\$3,000.00
Elimination Period	accumulated sick leave or 180 consecutive calendar days, whichever is greater

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

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

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

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

ARTICLE 29 EMPLOYMENT BEYOND NORMAL SCHOOL YEAR

Professional employees who are employed in the same or a similar capacity beyond the normal 185 on-the-job days, shall receive additional compensation of 1/185 of their salary per day or other mutually agreeable compensation. The usual work year will be within the period of the agreed upon contracted school year. The same or similar capacity of employment shall include only work which the School Board specifically requires to be performed which includes curriculum development, but does not include any staff development work. Provided that compensation requests are made in a timely manner, (six (6) working days prior to payment) compensation for extra days shall be paid by the next pay period.

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

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

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

ARTICLE 30 DURATION CLAUSE

This three-year contract shall be effective July 1, 2009 and remain in effect until June 30, 2012. An increase to the salary schedule of 4.5% over the previous year's schedule will be effective at the beginning of the 2009 – 2010 school year.

The salary schedule will increase the average of the year-over-year percentage rate increases of the Northeastern CPI-U for each month from October 2008 to September 2009 plus 0.25% not to exceed 4.5% and not to fall below 3% effective at the beginning of the 2010 – 2011 school year.

The salary schedule will increase the average of the year-over-year percentage rate increases of the Northeastern CPI-U for each month from October 2009 to September 2010 plus 0.25% not to exceed 4.5% and not to fall below 3% effective at the beginning of the 2011 – 2012 school year.

Appendix A. Salary Schedules

See attached

Appendix B. Incentives for Teacher Excellence

INCENTIVES FOR TEACHER EXCELLENCE Lyme, New Hampshire

The Incentives for Teacher Excellence Program (ITE) is designed to encourage the professional staff of the Lyme School to develop and pursue programs of professional growth (contract article 25).

The Process

The ITE grant process consists of five parts:

- I. Application/Proposal
 - II. Review
 - III. Decision and Notification
 - IV. Implementation
 - V. Evaluation and Summary Report
- I. Application/Proposal
 - description of proposal
 - rationale: what is the purpose of this proposal?
 - goals: what are the anticipated outcomes?
 - activity time frame
 - budget
 - evaluation
 - II. Review and Decision
 - The proposals will be reviewed by a three person committee consisting of one member of the School Board, one member of the professional staff and the principal. It is the responsibility of the principal to schedule a review meeting between March 15 and April 15.
 - Each member of the committee will review and evaluate each proposal. The committee will then designate each proposal either "accepted" or "not accepted". Proposals designated "not accepted" will be returned with a written explanation and encouragement for clarification. Such proposals may be resubmitted for consideration
 - The ITE Committee will give preference to applicants who have not received a grant previously, or not received a grant recently.
 - III. Decision and Notification
 - The Committee will evaluate each accepted proposal.
 - Once the committee has identified recommendations, these will be brought to the School Board for approval.
 - IV. Implementation means the carrying out of the approved project in the time frame allotted. Once approved, the professional staff member is responsible for implementing the proposal. Should unforeseen circumstances require modification to an approved ITE proposal, which does not alter its original intent, such modification needs administrative approval prior to implementation.

- V. Summary report means a written statement of the completed project. This report must be submitted to the Board.
- Teachers who have received an ITE grant will make a public presentation after completion of the ITE project.
 - After completion of an ITE project, Teachers will outline for the Principal the curricular impact of the project.

CALENDAR

- A. Deadline for submission of application
- B. Committee determines recommendations
- C. Proposal implementation
- D. December Summary report due December 15

Appendix C. Dental Insurance Plan Benefits

Appendix D. Lyme Evaluation Plan

FOR THE LYME EDUCATION ASSOCIATION

FOR THE LYME SCHOOL BOARD

DATE: _____

DATE: _____