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# Agreement Between

# Lyme School Board

and

# Lyme Education Association/NEA-NH

**July 1, 2015 – June 30, 2017**

# Table of Contents

ARTICLE 1 RECOGNITION ..... 4
ARTICLE 2 NEGOTIATION PROCEDURE ..... 5
ARTICLE 3 GRIEVANCE PROCEDURE ..... 6
ARTICLE 4 EMPLOYEE EVALUATION ..... 8
ARTICLE 5 DISCIPLINARY ACTION & PROVISIONS FOR HEARING ..... 9
ARTICLE 6 REDUCTION IN FORCE ..... 9
ARTICLE 7 CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT . 10
ARTICLE 8 SUBSTITUTES FOR SPECIALISTS ..... 10
ARTICLE 9 WORKERS' COMPENSATION ..... 10
ARTICLE 10 TEACHER PROTECTION ..... 11
ARTICLE 11 RIGHTS OF THE PARTIES ..... 11
ARTICLE 12 CALENDAR ..... 12
ARTICLE 13 VOLUNTARY DUES DEDUCTION ..... 12
ARTICLE 14 PROVISIONS CONTRARY TO LAW ..... 12
ARTICLE 15 PERSONAL AND EMERGENCY LEAVE ..... 12
ARTICLE 16 MILITARY LEAVE ..... 13
ARTICLE 17 JURY DUTY LEAVE ..... 13
ARTICLE 18 PARENT AND FAMILY LEAVE ..... 13
ARTICLE 19 EMPLOYEE SICK LEAVE ..... 14
ARTICLE 20 EXTENDED LEAVES OF ABSENCE ..... 15
ARTICLE 21 REQUEST FOR OTHER LEAVE ..... 15
ARTICLE 22 SABBATICAL LEAVE ..... 15
ARTICLE 23 RETIREMENT BENEFIT ..... 16

ARTICLE 24 COMPENSATION GUIDE ..... 16

ARTICLE 25 INCENTIVES FOR TEACHER EXCELLENCE ..... 18

ARTICLE 26 STAFF DEVELOPMENT ..... 18

ARTICLE 27 EMPLOYEE WELLNESS INITIATIVES ..... 19

ARTICLE 28 INSURANCE PROVISIONS ..... 19

ARTICLE 29 EMPLOYMENT BEYOND NORMAL SCHOOL YEAR ..... 21

ARTICLE 30 DURATION CLAUSE ..... 22

Appendix A. Salary Schedules ..... 23

Appendix B. Incentives for Teacher Excellence ..... 24

Appendix C. Dental Insurance Plan Benefits ..... 26

## ARTICLE I
## RECOGNITION

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

A. The Board recognizes the Lyme Education Association/NEA-NH as the exclusive representative of all 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 not withstanding 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 that the school administration and the Board have the sole authority and responsibility for all matters relating to evaluation except for those procedural aspects of evaluation enumerated in the Lyme Evaluation Plan. It is the continuing goal of the LEA, the school administration and the Board to utilize a process that facilitates candid appraisal of teacher performance while encouraging the continuous improvement of each teacher's professional work. To achieve that goal, the Lyme Evaluation Plan (attached to this Agreement and incorporated as Appendix D) was developed by a joint committee of Administration, Board, and LEA representatives and approved by the Board and the LEA in 2013. Implementation of the new plan is on-going and continues to be under review.

B. Evaluations shall be conducted according to the Lyme Evaluation Plan. The Lyme Evaluation Plan may be changed by mutual written consent of the LEA and the Board.

C. All monitoring of work performance shall be conducted openly and with full knowledge of the professional employee being monitored.

D. A professional employee shall have the right, upon request, to review the contents of his/her official personnel file and receive copies of any documents contained therein. A professional employee shall be entitled to have a representative of the Association present during such a review.

Employees will be notified in writing within 5 days when any item is placed in an employee personnel file. No material derogatory to a professional employee's conduct, service, or character, or personality shall be placed in the official personnel file unless and until the professional employee has had an opportunity to review the material. The professional employee shall acknowledge the opportunity to review such material by affixing his/her signature, which in no way indicates agreement with the contents thereof. The professional employee shall also have the right to submit a written comment on such material; such comment shall be reviewed by the 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 teacher shall be disciplined without just cause. All information forming the basis for disciplinary action will be made available to the teacher. This provision shall not, however, apply to evaluation of professional employees made pursuant to Article 4. All written material in the possession of the district officer and/or School Board forming the basis for such disciplinary action will be made available to the professional employee prior to the hearing.

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

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

## 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.

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

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

order.

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

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

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

## ARTICLE 7
## CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT

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

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

## ARTICLE 8
## SUBSTITUTES FOR SPECIALISTS

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

## ARTICLE 9
## WORKERS' COMPENSATION

**Personal Injury**: Absence due to injury incurred in the course of the professional

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

## ARTICLE 10
## TEACHER PROTECTION

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

## ARTICLE 11
## RIGHTS OF THE PARTIES

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

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

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

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

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

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

## ARTICLE 12
## CALENDAR

The Lyme School Board reserves the unilateral right to construct and approve 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 reinstituted 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
## PARENT AND FAMILY LEAVE

**Parent leave** will be granted to a professional employee upon receipt of a letter from the employee identifying the period of time the employee is temporarily unable to work due to pregnancy, childbirth, or adoption. Notice of leave should be given as much in advance as possible. Parent leave will be paid in accordance with the sick

leave provisions of this Agreement for up to sixty (60) days to the extent that the employee has sick leave days available under the same provisions.

**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 the 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 rate of eighty dollars ($80.00) for each such day. 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. A new salary schedule will be created that maintains the current step and track structure but adjusts the annual step and track index to a 4.25 by 4.25 schedule, effective July 1, 2013. The number of steps on the scale shall be increased so that there will be 11 steps in track 1 & 2, 15 steps in Track 3, and 16 steps in tracks 4 & 5.

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 as evidenced through Article 4. Assuming such competency, each professional employee will proceed annually to the next step in the assigned track until the maximum is reached or until the professional employee qualifies for another track. Professional employee shall be notified in writing by the 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:

| Amount | Activity |
|---|---|
| $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 |
| $400 | Musical Director for drama production |

## ARTICLE 25
## INCENTIVES FOR TEACHER EXCELLENCE

An incentive program, funded by the Lyme School Board for the purpose of encouraging professional growth, will be offered. The program will provide for individual grants for professional employees for educationally sound programs relevant to the District's curriculum needs. The maximum total amount available for funding is $5,000.

The above amount is non-accumulative.

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

## ARTICLE 26
## STAFF DEVELOPMENT

The School Board agrees to fund staff development up to $900 per FTE during each school year for the cost of specific courses, seminars, or workshops approved by

the Professional Development Committee (PDC).

The School Board agrees to fund a FTE employee who takes a graduate level course in the employees' professional field, which 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 $1,000 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**: All professional employees who work fifteen (15) hours or more a week are eligible to participate in the SchoolCare CDHP plan administered by the NH School Health Care Coalition. Employees will pay 10% of the applicable premium in Year One, and 13% in Year Two.

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

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

Employees 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. In anticipation of regulatory changes to healthcare that will affect costs and coverages prior to and after expiration of this Agreement, the Board and the LEA agree to form a healthcare committee to research and recommend solutions regarding the impact of health insurance laws and regulations on the LEA and District. The committee shall be comprised of five (5) individuals, including the Superintendent as chairperson, two (2) members selected by the LEA, and two (2) members of the Board.

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

Medical Coverage for Retirees:

Any full time teacher 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 a health insurance subsidy, on a pro-rated basis according to the percent of employment, until the retiree is eligible for Medicare Insurance. Such health insurance subsidies shall continue at the rate of 85% of the cost of a single-person plan with no reduction in terms, benefits and/or conditions. Further, the retiree will be able to choose from among all of the health plan options available through the Lyme Education Association and will continue to enjoy all the medical provisions and privileges offered to the teaching staff 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 | $50,000.00 |
| --Accidental Death & Dismemberment | $50,000.00 |
| --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

[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.

requires to be performed which includes curriculum development, but does not include any staff development work. Provided that compensation requests are made in a timely manner, (six (6) working days prior to payment) compensation for extra days shall be paid by the next pay period.

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

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

## ARTICLE 30
## DURATION CLAUSE

This two year contract shall be effective July 1, 2015 and remain in effect until June 30, 2017. An increase to the salary schedule of 2% over the previous year's base will be effective at the beginning of the 2015-2016 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 2014 to September 2015 not to exceed 4.5% and not fall below 2.5% effective at the beginning of the 2016-2017 School Year.

## Appendix A. Salary Schedules

See attached

2015-2016 SALARY SCHEDULE
2% increase

| | Track 1 BA | | Track 2 BA +15 | | Track 3 MA or BA +30 | | Track 4 BA +45 or MA + 15 | | Track 5 MA +30 | |
|---|---|---|---|---|---|---|---|---|---|---|
| Step | Index | Track | Index | Track | Index | Track | Index | Track | Index | Track |
| 1 | 1.0000 | $44,917 | 1.0425 | $46,826 | 1.0850 | $48,735 | 1.1275 | $50,644 | 1.1700 | $52,553 |
| 2 | 1.0425 | $46,826 | 1.0850 | $48,735 | 1.1275 | $50,644 | 1.1700 | $52,553 | 1.2125 | $54,462 |
| 3 | 1.0850 | $48,735 | 1.1275 | $50,644 | 1.1700 | $52,553 | 1.2125 | $54,462 | 1.2550 | $56,371 |
| 4 | 1.1275 | $50,644 | 1.1700 | $52,553 | 1.2125 | $54,462 | 1.2550 | $56,371 | 1.2975 | $58,280 |
| 5 | 1.1700 | $52,553 | 1.2125 | $54,462 | 1.2550 | $56,371 | 1.2975 | $58,280 | 1.3400 | $60,189 |
| 6 | 1.2125 | $54,462 | 1.2550 | $56,371 | 1.2975 | $58,280 | 1.3400 | $60,189 | 1.3825 | $62,098 |
| 7 | 1.2550 | $56,371 | 1.2975 | $58,280 | 1.3400 | $60,189 | 1.3825 | $62,098 | 1.4250 | $64,007 |
| 8 | 1.2975 | $58,280 | 1.3400 | $60,189 | 1.3825 | $62,098 | 1.4250 | $64,007 | 1.4675 | $65,916 |
| 9 | 1.3400 | $60,189 | 1.3825 | $62,098 | 1.4250 | $64,007 | 1.4675 | $65,916 | 1.5100 | $67,825 |
| 10 | 1.3825 | $62,098 | 1.4250 | $64,007 | 1.4675 | $65,916 | 1.5100 | $67,825 | 1.5525 | $69,734 |
| 11 | 1.4250 | $64,007 | 1.4675 | $65,916 | 1.5100 | $67,825 | 1.5525 | $69,734 | 1.5950 | $71,643 |
| 12 | | | | | 1.5525 | $69,734 | 1.5950 | $71,643 | 1.6375 | $73,552 |
| 13 | | | | | 1.5950 | $71,643 | 1.6375 | $73,552 | 1.6800 | $75,461 |
| 14 | | | | | 1.6375 | $73,552 | 1.6800 | $75,461 | 1.7225 | $77,370 |
| 15 | | | | | 1.6800 | $75,461 | 1.7225 | $77,370 | 1.7650 | $79,279 |
| 16 | | | | | | | 1.7650 | $79,279 | 1.8075 | $81,187 |

Longevity Awards:

1. A professional staff member who has:
   a) completed 15 or more years in the Lyme School District, and
   b) reached the maximum salary on his/her track, shall receive an additional amount equal to 5% of the base salary for the Distric
2. Upon completion of 20 years in the Lyme District, the additional amount shall be increased to 7.5% of the base.
3. Upon completion of 25 years in the Lyme District, the additional amount shall be increased to 10% of the base.

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

HealthTrust

DELTA DENTAL

# Outline of Benefits

This Outline of Benefits describes the level of coverage under your employer's HealthTrust Dental Plan for services performed by dentists who participate in the Delta Dental PPO and Delta Dental Premier networks. Employees and their eligible dependents are free to visit *any* dentist, participating or nonparticipating. Visit Northeast Delta Dental's Web site at www.nedelta.com for an updated list of participating dentists.

Your employer's HealthTrust Dental Plan includes the following coverage categories. This information is provided for summary purposes only; certain benefit limitations may apply. For further details, please refer to your Dental Plan Description available at www.healthtrustnh.org – click on the "Dental" box located in the center of the screen. In the event of a conflict or discrepancy between this Outline of Benefits and either the Plan Document or the Dental Plan Description, the Plan Document or the Dental Plan Description will prevail.

## Dental Plan Option 3

| Coverage A<br>Diagnostic/Preventive | Coverage B<br>Basic | Coverage C<br>Major |
|---|---|---|
| **Deductible:** None | **Deductible**: $25 Per Person, Per Year ($75 Per Family) | |
| **Covered at * 100%** | **Covered at * 80%** | **Covered at * 50%** |
| **Diagnostic:**<br>Evaluations - twice in a calendar year<br><br>X-rays - complete series or panoramic film - once in a 3-year period;<br>bitewing x-rays - once in a calendar year;<br>x-rays of individual teeth - as necessary<br><br>Oral cancer screening/brush biopsy - once in a calendar year, no age limit<br><br>**Preventive:**<br>Cleanings - four per calendar year<br><br>Fluoride - twice in a calendar year through age 18<br><br>Space maintainers - through age 15<br><br>Sealant application to permanent molars - once in a 3-year period per tooth, for children through age 18 | **Restorative:**<br>Amalgam (silver) fillings and/or Composite (white) fillings (anterior and posterior teeth)<br><br>**Oral Surgery:**<br>Surgical and routine extractions<br><br>**Endodontics:**<br>Root canal therapy<br><br>**Periodontics:**<br>Periodontal cleaning - four cleanings per calendar year; these may be routine (Coverage A) or periodontal (Coverage B)<br><br>Treatment of gum disease<br><br>Clinical crown lengthening<br><br>**Denture Repair:**<br>Repair of a removable denture to its original condition<br><br>**Emergency Palliative Treatment** | **Prosthodontics:**<br>Removable and fixed partial dentures (bridge); complete dentures<br><br>Rebase and reline (dentures)<br><br>Crowns<br><br>Onlays<br><br>Implants |

**Plan Year Maximum:** $1,000 per person (Coverages A, B and C combined) beginning each July 1st

*Benefit percentages shown are based upon the lesser of the actual submitted charge or Delta Dental's allowance under the Plan.

Rev. 01/15

## Delta Dental PPO and Premier Networks

You'll get the best value from your Plan when you receive your dental care from one of Delta Dental's PPO or Premier network participating dentists, including:

▲ **No Balance Billing:** Because participating dentists accept Delta Dental's allowed fees for services, you will typically pay less when you visit a participating dentist.

▲ **No Claims Paperwork:** Participating dentists will prepare and submit claim forms for you.

▲ **Direct Payment:** Northeast Delta Dental pays participating dentists directly, so you don't have to pay the covered amount up front and wait for a reimbursement check.

To find out if your dentist participates, you can: call your dentist, visit Northeast Delta Dental's website at ***www.nedelta.com*** or call Northeast Delta Dental's Customer Service at 800.832.5700.

### Claim Process for Participating Dentists

Your participating dentist will submit your claim to Northeast Delta Dental (claims for any of your covered dependents should be submitted under *your* Subscriber ID number). Northeast Delta Dental will produce an Explanation of Benefits (available through Northeast Delta Dental's Benefit Lookup site at ***www.nedelta.com***) detailing what has been processed under your Plan's coverage. You are responsible to pay any outstanding balance directly to the dentist.

### Claim Process for Nonparticipating Dentists

Your Plan provides coverage regardless of the patients' choice of dentists, participating or not. When visiting a nonparticipating dentist within the Northeast Delta Dental operating area of Maine, New Hampshire and Vermont, payment for services rendered will be based on the lesser of the dentist's actual submitted charge or the Plan's allowance for nonparticipating dentists. The patient may be required to submit the claim directly to Northeast Delta Dental and pay for the services at the time they are provided. Northeast Delta Dental will produce an Explanation of Benefits (available through Northeast Delta Dental's Benefit Lookup site at ***www.nedelta.com***) detailing what has been processed under your Plan's coverage. The claim payment will go to the subscriber; the patient will be responsible for any remaining balance. (In Maine, the claim payment will go to the subscriber unless a valid assignment of benefits has been received).

When visiting a nonparticipating dentist outside the Northeast Delta Dental operating area, payment for services rendered will be based on the lesser of the dentist's actual submitted charge or an amount equal to a selected percentile of a nationally-recognized database for the area in which the services were provided. The patient may be required to submit the claim directly to Northeast Delta Dental and pay for the services at the time they are provided; the patient will be responsible for any remaining balance. Northeast Delta Dental will produce an Explanation of Benefits (available through Northeast Delta Dental's Benefit Lookup site at ***www.nedelta.com***) detailing what has been processed under your Plan's coverage. The claim payment will go to the subscriber; the patient will be responsible for the remaining balance. (In states with "assignment of benefits" laws, the payment will go to the subscriber unless a valid assignment of benefits has been received).

## Predetermination of Benefits

Northeast Delta Dental strongly encourages predetermination of cases involving costly or extensive treatment plans. Although it's not required, predetermination helps avoid any potential confusion regarding your Plan's payment and your financial obligation to the dentist.

## Coordination of Benefits

When a covered individual under this Plan has additional group dental coverage, the Coordination of Benefits provision described in your Dental Plan Description will determine the sequence and extent of payment. If you have any questions, please contact Northeast Delta Dental's Customer Service at 800.832.5700 or 603.223.1234.

## Identification Card

Upon your initial enrollment in a HealthTrust Dental Plan, two identification cards from Northeast Delta Dental will be produced and distributed. Both cards are issued in the subscriber's name, but can be used by everyone covered under the Plan. Any additional or replacement cards will be available through Northeast Delta Dental's Benefit Lookup site at ***www.nedelta.com***.

## Dental Plan Description

The Dental Plan Description describes the benefits of your Plan and tells you how to use your Plan. You can access your Dental Plan Description by going to ***www.healthtrustnh.org*** – click on the "Dental" box located in the center of the screen. Please review this document in order to understand the benefits and provisions of your employer's HealthTrust Dental Plan.

## Who is Eligible

All eligible employees and their eligible dependents, generally defined as:

- Spouse;
- Dependent children from age 2 to age 26;
- Unmarried, incapacitated dependent children age 26 or older.

Please refer to the Dental Plan Description for additional information regarding dependent eligibility.

## Eligibility or Benefits Questions

If you have questions regarding eligibility or benefits, please contact your employer or HealthTrust's Enrollee Services at 800.527.5001.

## Claims Questions

If you have further questions, please contact Northeast Delta Dental's Customer Service at 800.832.5700 or 603.223.1234.

## Further Information

This Outline of Benefits should be used only as a guideline for your dental plan coverage. For detailed information on your Plan's terms, conditions, limitations and exclusions, please refer to your Dental Plan Description or consult your employer.

To obtain a hard copy of the Dental Plan Description or Plan Document, contact HealthTrust's Enrollee Services at 800.527.5001.

FOR THE LYME EDUCATION ASSOCIATION

Bonnie Connell

Steve R. Lapp

Meg Nicole

DATE: 4/27/15

FOR THE LYME SCHOOL BOARD

DATE: 3/26/15