

Lyndeborough School District

Agreement Between

The

**Lyndeborough Education Association,
NEA-New Hampshire**

And the

Lyndeborough School Board

July 1, 2007 through June 30, 2010

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AGREEMENT

THIS AGREEMENT made and entered on this 27th day of August, 2007 by and between the Lyndeborough School Board, hereinafter referred to as the "Board" "Employer" or "District" and the Lyndeborough Education Association, NEA-New Hampshire, hereinafter referred to as the "Association." Termination of this Agreement shall not be construed as limiting or modifying rights or benefits granted to the Association or any employee by RSA 273-A, or other applicable law.

ARTICLE I

RECOGNITION

- A. The Board recognizes the Association as having been certified by the New Hampshire Public Employees Labor Relations Board, pursuant to RSA 273-A, as the exclusive representative of the bargaining unit consisting of all full time and permanent part-time teachers (Art, Music, Physical Education Instructor) and including the Nurse Health Educator.
- B. The above section shall not prejudice either party's position in petitioning for modification of the bargaining unit before the New Hampshire Public Employee Labor Relations Board.
- C. Economic Benefits for permanent part time staff shall be calculated on a pro-rata basis.
- D. The Board retains the right, subject to the provisions of this agreement and applicable laws, to manage the school district. Such "managerial policy" shall include, but not be limited to, the functions, programs and methods of the public employer, including the use of technology, the public employers organizational structure, and the selection, direction, and number of its personnel, so as to continue public control of governmental functions.

ARTICLE II

NEGOTIATIONS PROCEDURE

- A. Negotiations shall be in accordance with RSA 273-A.
- B. If any agreement is not reached by December 1 preceding the termination date of the contract, either party may declare an impasse pursuant to RSA 273-A:12.

ARTICLE III

ASSOCIATION RIGHTS

The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

- A. Special conferences for important matters will be arranged between the Association and the designated representative of the administration upon request of either party. Such meetings shall be between at least two representatives of the Association and two representatives of the administration,

- B. The Association shall be provided with the reasonable use of the bulletin boards, or sections thereof, for the purpose of posting Association materials. The Association shall also have the reasonable right to use the school mails to distribute Association materials.
- C. The Association shall have the right to use school facilities for meetings and school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for the proper operation and return of all such equipment.
- D. Duly authorized representative of the State and national levels of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operations.
- E. Association officers or their designees, during working hours and without loss of time or pay, if reasonably necessary, may represent employees and investigate and present grievances to the employer.
- F. The Association shall be given an opportunity at faculty meetings to make announcements.
- G. The Association shall be given sufficient time on the agenda of the orientation/opening day of school/welcoming ceremony to make a brief presentation.
- H. At the request of the Association and in compliance with normal Board procedures, the Board shall place the Association on its agenda for regular School Board meetings.

ARTICLE IV

EMPLOYEE RIGHTS

- A. Pursuant to the RSA 273-A, the Board hereby agrees that every employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations. The Board agrees that it will not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by the Act; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association or collective negotiations with the Employer, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under any applicable law or regulation. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Employer agrees that it will in no way discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics, or place of residence. The private and personal life of any employee is not within the appropriate concern or attention of the Employer, unless it adversely affects the teacher's performance.

ARTICLE V

PAYROLL DEDUCTIONS

- A. The Board agrees that upon receipt of written authorization thereof, signed by a Staff Member covered by this Agreement, the Board will deduct from the regular salary check of such Staff member an amount specified by the Association to provide payment of dues for membership in the Lyndeborough Education Association, NEA-New Hampshire. Such deductions shall begin during the second pay period in October, and conclude with the last pay period in May.

Each employee who, on the effective date of this agreement, is a member of the Association, and each employee who becomes a member after that date shall continue his/her membership during the duration of this agreement; provided, however, that an employee may at his/her discretion and in writing withdraw his/her membership from the Association within fifteen (15) calendar days of the yearly anniversary date of the contract. The Association shall be promptly notified of any such withdrawals.

- B. In addition to legally required deductions, upon request, the Board will deduct and timely transmit from each employee authorized monies up to eight payroll deductions, including dues to professional organizations, credit unions/banks, health clubs, annuities, health insurance, dental insurance, life insurance and charitable donations.

ARTICLE VI

GRIEVANCE PROCEDURE

- A. Definition

A "grievance" is a complaint by a staff member or members, or the Association that there has been a violation, misapplication or misinterpretation of any provision of this Agreement, or any rule, policy or regulation of the School Board. All time limits in this Article shall mean calendar days.

- B. Purpose

The parties acknowledge that it is more desirable for a Staff Member and his/her immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (see Appendix A attached hereto) and referred to the following formal grievance procedure.

- C. Right of Representation

A Staff member covered by this Agreement shall, under this Article, have the right to have any Association representative present at any time, subject to his/her requesting such representation.

- D. Time Limit

A grievance to be considered under this procedure must be initiated in writing within thirty (30) calendar days of its occurrence.

- E. Formal Procedure

Level 1

Within five (5) days of receipt of a formal grievance, the building principal shall meet with the aggrieved Staff Member. Within five (5) days following any such meeting, the principal shall give his/her answer in writing. If the grievance is not settled at this level, then it may be referred to Level 2 within five (5) days of the receipt of any answer given at this level

Level 2

Within five (5) days of a grievance being referred to this level, the Superintendent will meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give his/her answer within ten (10) days of any such meeting. If the grievance is not settled at this level, then within five (5) days from receipt of the answer rendered at this level the grievance may be referred to Level 3, the School Board

Level 3

Within thirty (30) days of a grievance being referred to this level, the Board will hold a hearing with the participants and examine the facts of the grievance. The hearing shall be in non-public session at the request of the grievant. The Board will thereafter, within ten (10) days of such hearing, give its answer in writing. If the grievance is still not settled, the matter may be referred to arbitration by the Association as set forth in Level 4 of this procedure.

Level 4

If the matter is referred to arbitration, then the parties shall first attempt to agree on a mutually acceptable arbitrator. If they are unable to do so within ten (10) days of the Association's request for arbitration, then either party shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures of the service. The arbitrator shall use his/her best efforts to arbitrate the grievance, including matters pertaining to procedural or substantive arbitrability, but he/she shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator shall thereafter submit a written decision to both parties. The decision of the arbitrator shall be binding upon both parties. However, it is understood that either party may appeal the arbitrator's decision under the provision of RSA 542, which is specifically incorporated herein by reference. The parties agree to share equally in the compensation and expenses of the arbitrator.

- F. Time periods specified in this procedure may be extended by mutual agreement.
- G. Grievance(s) of a general nature, or involving decisions by the Superintendent or School Board may be submitted by the Association to Level 2
- H. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level.
- I. The parties agree that staff members covered by the Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal for participating in any grievance proceeding.
- J. Grievances shall not be made a part of any employee's personnel file or used in making employment references.

ARTICLE VII

WORKING CONDITIONS

A. School Year

The work year shall not exceed 185 days. The Board shall solicit input from the Association prior to adoption of a school calendar.

B. School Day

The normal on-site workday for teachers shall be seven (7) hours, including thirty (30) minutes prior to the beginning of the student day until twenty (20) minutes after the close of the student day. Teachers shall use this additional time for special help and consultation with pupils or to help in the overall educational program of the school. It is understood that this constitutes the normal working day for professional services, plus whatever time is required for certain obligations to students, parents and the school. These include attending faculty meetings, parent conferences and student assistance. While all teachers are expected on occasion to carry on these obligations outside the workday, it is understood that these occasions will not be so frequent as to be considered part of the usual daily routine.

C. Duty Free Lunch

Each staff member shall have a twenty (20) minute daily duty free lunch.

D. Planning Time

Full time teachers shall be entitled to unencumbered planning time when students are assigned to art, music, physical education, health and library. Additionally, the equitable rotation of recess duties will be utilized to provide teachers with unencumbered planning time. Each teacher shall have the equivalent of at least one planning period per student day, which may be while students are at recess or involved with other student activities.

The resource room teacher shall be entitled to an approximate amount of planning as other full time teachers on a weekly basis, except in cases of emergency and on rare occasions when it is impossible to schedule special student needs at other times.

The Board will make a reasonable effort to provide a reasonable amount of planning time for part-time staff working approximately 50% of the time.

E. Just Cause

Under the terms of this agreement, an employee shall not be disciplined up to and including non-renewal and dismissal, except for just cause. Just cause, for the purposes of this agreement, shall mean the evidence supports the disciplinary action. Non-renewal of probationary teachers pursuant to RSA 189:14, shall be excluded under this section.

F. Right to Representation

Any staff member shall, upon request, be entitled to have present a representative of the Association during any meeting which involves or may involve disciplinary action, except in cases involving the immediate threat to the health and safety of others. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. Should disciplinary action likely occur at a given

meeting, the staff member shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.

G. Personnel Files

Teachers shall be allowed to examine the contents of their personnel files at a time that is mutually agreeable to the teacher and the administrator within two (2) working days of the request. No derogatory material shall be placed in the teacher file without his/her advance knowledge and the receipt of a copy. A copy of any material in the file, with the exception of pre-employment materials which are excluded from the purview of this article, shall be provided to the teacher upon request. The teacher may attach a written rebuttal to any material in his/her file. The administration shall acknowledge receipt of any rebuttal material. No unsubstantiated complaints, as determined by the administration, nor any anonymous complaints shall be placed in the teacher's file. No school documents may be used as evidence against a teacher in any proceeding unless the document is included in the official file of the teacher maintained at the SAU Office.

H. Evaluation

During the first three weeks of school, the Principal shall orient all new teachers regarding evaluation procedures and forms. A post conference will be held within five school days following any evaluation. If, in the opinion of the administration, a deficiency in performance exists that could result in termination of employment or other disciplinary action, the staff member shall be notified in writing by the Administration. The Administration shall clearly state the deficiency, specific suggestions for correction, and allow a reasonable amount of time for the staff member to correct said deficiency.

A staff member shall be entitled to have a representative present during any meeting to discuss an adverse evaluation.

I. Uniform Interpretation of Regulations

All rules and regulations applying to employees shall be interpreted and applied reasonably and fairly throughout the District.

J. Complaints

Parents or other members of the community who have complaints or concerns regarding a teacher shall be strongly encouraged by the School Board and the Administration to communicate directly with the teacher. No such complaints or concerns shall be used to evaluate or discipline a teacher without the teacher being given a timely opportunity to meet and discuss the matter with the parent or other member of the community.

ARTICLE VIII

VACANCIES, TRANSFERS AND ASSIGNMENTS

- A. Staff members shall be informed of their specific assignment by the June 1 preceding the new school year.
- B. Notice of any bargaining unit vacancies (including newly created positions) shall be posted on the official bulletin board at school for at least ten (10) work days prior to the deadline for application. The posting shall state the specific position to be filled, qualifications, starting date, and other relevant terms of employment. Teachers who are interested in being assigned to another position for the next school year may make known their interest by submitting a written statement to the

principal. Said teacher(s) shall be contacted by the administration should a vacancy arise in the area of indicated interest. During the summer recess, notice of vacancies shall be mailed to the Association President. The Board will fill the vacancy with the most qualified applicant. If the qualifications of all applicants are substantially equal, preference will be given to current bargaining unit personnel who have applied for the position.

- C. Involuntary transfers are to be avoided whenever possible. Staff members are not to be transferred for disciplinary reasons. Any bargaining unit member involuntarily transferred may resign his position in the District without prejudice.

ARTICLE IX

REDUCTION IN FORCE

Should the School Board find it necessary to reduce the number of certified teaching positions the following reduction in force procedure will be followed:

1. The Superintendent will notify the President of the Teachers' Association when discussion of a reduction in force is placed on the School Board agenda.
2. If the School Board, at its sole discretion, decides that a reduction in force is required, the School Board will request written presentations regarding said reduction in force from the Teachers' Association, individual teachers, and the public.
3. The Superintendent will use the following procedure in determining the personnel involved in the reduction in force.
 - a. The reduction in force will be determined within these classifications:
 - 1) Grades R-6
 - 2) Specialists (Art, Music, Physical Education)
 - 3) Special Education
 - b. Reductions within the affected classification will first be made in the following manner.
 - 1) Retirement
 - 2) Resignation
 - 3) Non-renewal of contract for probationary teachers
 - c. If further reductions are necessary, the least senior teacher within the classification will be laid off first.
 - d. Seniority is defined as the length of continuous service within a bargaining unit position in Lyndeborough. Approved unpaid leaves shall not result in loss of previously earned seniority.
4. Teachers shall be recalled in reverse order of layoff for any open position with the classification in which the layoff occurred
 - a. Laid off teachers shall be eligible for recall for a two-year period following their final date of employment.
 - b. Teachers shall be responsible for notifying the Superintendent in writing of their current address. Recall notices shall be mailed certified, return receipt requested.

- c. Teachers shall have 20 calendar days to respond to any recall notice. Failure to accept recall shall terminate the teacher's rights under this Article.
- d. No new employees shall be hired for any vacancy within a classification while there are laid off personnel from those classifications available to fill those positions.
- e. Any teacher recalled shall retain previously accrued benefits such as seniority and sick leave.

ARTICLE X

PROFESSIONAL COMPENSATION

- A. The basic salaries of staff members covered by this agreement are set forth in Appendix B which is attached to and incorporated in this agreement.
- B. All staff members shall be given full credit on the salary schedule set forth in Appendix B for full years of outside teaching experience in any school district, or portion thereof. Fractions of one half or more shall be rounded up to the next year.
- C. Placement on the salary schedule shall be in accordance with the total years of experience, highest degree and the number of credits earned. No new employee shall be placed on the salary schedule at a level higher than that of a current employee with the same level of academic preparation and teaching experience.
- D. If notice of intent to change salary tracks is given prior to January 15, a person will be placed on the appropriate track on September 1 or February 1, following qualification.
- E. The salary schedule is based upon the regular school year as set forth in Article VII. For assignments in excess of the regular school calendar, staff members shall be paid a per diem based on their placement on the salary schedule.
- F. Employees shall be paid bi-weekly, within two weeks of the first day of school, but no later than September 14. Each employee shall have the option of salary payments pro-rated on the basis of 21 or 26 pay periods. Employees electing 26 pay periods shall receive the balance of salary in a lump sum on the last payday in June.
- G. Extra Curricular Activities
 Stipends shall be paid for the activities listed below in the following amounts:
 Environmental Camp - \$450.00.
 Participation in such activities shall be voluntary.
- H. Curriculum and Testing
 Teachers shall be paid \$20.00 per hour for writing curriculum during non-school hours under the direction and supervision of the building administrator. Teachers shall be paid \$35.00 per test for administering Readiness/First Grade Screening Tests during non-school hours.
- I. Retirement Service Award
 Upon approval of the Lyndeborough Central School Board a teacher who has worked in the Lyndeborough Central School District for at least 15 years, who has reached age 50, and who

gives a minimum one (1) year notice (i.e., notice given on July 1, 2007 for a retirement July 1, 2008), may receive recognition of his/her exemplary service as a monetary award based upon the following schedule:

- With 15 years of service in the district.....\$1000.00 to \$3000.00
- With 16-20 years of service in the district.....\$1000.00 to \$4000.00
- With 21 or more years of service in the district\$1000.00 to \$5000.00

The School Board will take into account the teacher's service to the school and his/her performance in making a decision to provide a retirement service award (performance will need to truly be exemplary). Awards for retiring part-time employees will be on a pro-rated basis.

ARTICLE XI

PROFESSIONAL DEVELOPMENT

A. Course Reimbursement

The Board shall reimburse each employee up to \$285.00 per credit toward the cost of tuition for up to six (6) credit hours per year. To be eligible for reimbursement, the employee must earn a grade of "B" or better or "pass" in a pass-fail course. Said course must be reasonably related to the employee's job assignment and receive prior approval from the Principal. An employee may apply course reimbursement funds toward approved workshops.

B. Workshops

Each employee shall be eligible for reimbursement of up to \$125.00 per year for attendance at workshops or conferences. Costs to be reimbursed include registration, materials, travel, room and meals. Said workshop or conference must be reasonably related to the employee's job assignment and receive prior approval from the Principal.

Any monies that have not been requested for course reimbursement or workshops by February 15th may be used by the Lyndeborough School District to provide further professional development for the staff. Decisions regarding the professional development to be provided will require consensus of the staff and administration.

C. Pre-payment

The District will prepay for any activity or course that has been approved by the staff development committee, subject to meeting the requirements in Sections A and B of this Article. To qualify for pre-payment, the request must be submitted to the SAU office by the 10th of the month in which pre-payment is requested. Each teacher agrees to submit to the District receipts, grades and other paperwork for any activity, workshop or course that was prepaid.

D. Committees

The Board agrees that any work performed by individual teachers for various committees as assigned by the administration be allowed as staff development credit hours.

E. Accounting

Before the beginning of each school year, each staff member shall be notified in writing of the following:

- 1) Accumulated degree-credit hours to date
- 2) Accumulated staff development hours to date
- 3) Date of recertification for renewal of state certificate

ARTICLE XII

LEAVE BENEFITS

A. Sick Leave

Each staff member shall be entitled to fifteen (15) days of paid sick leave per year, granted at the beginning of each school year and cumulative to ninety (90) days. Sick leave shall be available for use in case of illness or disability for the staff member or any member of his/her household. Each September, employees shall be notified in writing of their available sick leave.

B. Sick Leave Bank

A sick bank of up to 15 days (2 per full-time teacher, pro-rated) shall be available yearly to be distributed to teachers who have exhausted their sick days. It is further agreed that each teacher will contribute an equal number of days each year (not to exceed two per teacher, pro-rated) to maintain the bank, cumulative to 60 days. The days will be distributed to eligible teachers by three (3) elected teacher representatives. Teachers eligible for long term disability insurance payments shall not be allowed to draw days from the bank.

C. Personal Leave

At the beginning of every school year, each employee shall be credited with three (3) paid days to be used for the employee's personal business. Any employee planning to use a personal business day or days shall notify his/her supervisor at least one day in advance, except in cases of emergency. The employee shall not be required to reveal the purpose of such leave. Personal days shall not be used for vacation or recreational purposes.

D. Bereavement Leave

The employee shall be granted three (3) paid leave days for the death of any immediate family members. Additional days may be granted at the discretion of the administration.

E. Association Leave

Subject to verification by the Association President, the bargaining unit shall be entitled to two (2) days per year of paid leave for Association business.

F. Professional Leave

The Superintendent, as a representative of the District, shall approve Professional Leave upon the recommendation of the Principal.

G. Reserve/National Guard Duty

Any employee who is a member of a branch of the Armed Forces Reserve or the National Guard shall be granted time off without pay during any period when the affected employee is on active duty for the Reserve or National Guard. Said employee shall be entitled to return to a comparable position upon completion of duty.

H. Unpaid Leave

1. Child Rearing

A teacher shall be entitled to a maximum of 16 months of unpaid leave for child rearing. Said child rearing leave shall include adoption of children under the age of two or any child where home supervision is a requirement for adoption. Written notice shall be given at least 60 days in advance, where possible. The teacher shall be allowed to return from child rearing only at the beginning of a school semester. The teacher shall give the Board notice of the intended return date at the time of request for leave. The consideration for the grant of the extended leave is the agreement of the staff person to give the notices and abide by the return dates set forth in this paragraph. During the time that a staff person is on unpaid child rearing leave, the staff person shall be entitled to remain eligible for participation in all District fringe benefit programs, provided they shall be at the sole expense of the staff person. In the event the period of leave shall be less than ninety (90) days, the staff person shall be entitled to credit for one (1) year of experience on the teaching salary schedule. If the period of leave is ninety (90) days or more, then the staff person shall not get credit for one (1) year of teaching experience on the salary schedule.

2. Sabbatical Leave

An unpaid leave for educational purposes shall be available to full-time teachers who have completed five consecutive years of service to the district. Such leave shall be without pay, and application for same is subject to the review of the administration and the approval of the school board. The unpaid leave will be granted for purposes which are educationally meritorious, e.g., graduate study, travel or other teaching experience. Application for sabbatical leave must be made in writing and filed with the Superintendent of Schools no later than December 1 of the year preceding the start of the requested leave. Any leave granted is with the understanding that, upon completion, the teacher will return to the District for a minimum of one (1) additional year of service. Sabbatical leave shall be available to teachers on a five (5) year recurring basis upon receipt of application by the Superintendent of Schools and approval of the School Board.

3. General Conditions

- (a) Other leaves of absence without pay or benefits may be granted in the sole discretion of the administration upon written request from an employee.
- (b) During any approved unpaid leaves seniority shall not continue to accumulate, however the employee shall retain the seniority held at the start of the unpaid leave. The employee will be able to continue insurance benefits by reimbursing the District for coverage at the group rate, if permitted by the insurance carrier.
- (c) Request for leaves of absence shall be in writing to the Superintendent and include the reason for the leave along with notification of the beginning and ending dates of said leave.

I. Jury Duty

A person called to jury duty shall be paid the difference between regular per diem and fees received for said jury duty for days actually served.

J. Court/Agency Appearance

Any employee required to be present in court or at a hearing before an administrative agency of the government shall be granted up to two days of non-cumulative leave with pay per year. This limitation of two days shall not apply to jury duty. The employee shall not be required to use

another category of leave. Any fees received by the employee for court/agency service shall be deducted from his/her pay.

K. Attendance Bonus

The Lyndeborough School District agrees to pay bonuses to teachers who do not use sick days as follows:

0 days of sick leave per year	\$ 150.00
1 day of sick leave per year	\$ 90.00
2 days of sick leave per year	\$ 50.00

ARTICLE XIII

INSURANCE

A. Health

The Board shall pay eighty-five percent (85%) of the single or two person or family premium for SchoolCare Health Insurance - no driver.

B. Dental

The District shall pay one hundred percent (100%) of the single person annual premium or eighty percent (80%) of the two person or family annual premium for Delta Dental Insurance. The following coverages will be provided:

Coverage A - Diagnostic	100%
Coverage B - Restorative	80%
Coverage C - Prostandontics	50%
Maximum per person per contract year \$1,500.	

Coverage D - Orthodontics	50%
Lifetime Maximum per patient	\$1,500.
No coverage D for adults	

C. Life

The Board shall provide a term life insurance policy for each employee with a face value of one times the individual's salary rounded up to the nearest \$10,000.

D. Long Term Disability

The Board shall provide a long term disability policy for employees working thirty (30) or more hours per week. The policy shall pay 66 2/3% of monthly salary, up to \$2,500 per month, to the normal Social Security Retirement age, with a ninety (90) day waiting period.

ARTICLE XIV

HEAD TEACHER

HEAD TEACHER IN ABSENCE OF PRINCIPAL

Lyndeborough Central School teachers will designate a head teacher through their union representative and advise the principal of their selection before the first day of school each year. The selected teacher will be available to accept the principal's role in the absence of the principal. In the absence of the principal, the Head Teacher could be called upon when needed:

- a. in emergency situations.
- b. to do minor organizational tasks.
- c. to do minor administrative tasks.
- d. to meet with visitors.
- e. to take some phone calls when necessary to protect classroom learning from undue interruptions.
- f. to report any emergency to proper authorities including the physical plant of the school.
- g. to assist with minor bus problems.
- h. to handle discipline issues.
- i. to oversee emergency situations involving injured or ill students with the assistance of school secretary and nurse as applicable.

Duties performed by the Head teacher do not constitute a condition of employment and is voluntary.

The principal will make every effort to coordinate the use of the Head Teacher in advance. Emergency use of the Head Teacher will be handled on an as needed basis.

In the event the principal's absence is a day or more, the head teacher will have authority to bring a substitute into their class

The annual stipend for this duty will be \$800.00. If the Head Teacher is a part-time employee he/she will receive a pro-rated daily pay, in addition to the stipend, if duties require more than part-time hours.

This article will be reviewed every three years by management and union to insure the stipend has remained relevant to the duties performed and role of Head Teacher has functioned as required.

ARTICLE XV

SEVERABILITY

If any provision of this Agreement is found contrary to law, then such provision will not be deemed valid and subsisting except to the extent permitted by law; provided, however, that all other provisions of this agreement will continue in full force and effect. The parties shall promptly renegotiate the subject matter relating to any provision found contrary to law.

ARTICLE XVI

DURATION

The provisions of this Agreement shall be effective as of July 1, 2007 and continue in full force and effect until June 30, 2010, or until a successor agreement is signed by the parties, whichever is later.

APPENDIX A
GRIEVANCE FORM

Grievant _____

Description of grievance, including the nature of any alleged violation, misapplication or misinterpretation of any contract article, rule, policy, or regulation.

Date of alleged violation, misapplication or misinterpretation:

Requested remedy:

Signature _____ Date _____

Appealed to School Board

Date _____

Level 3 School Board's Answer:

Signature _____ **Date** _____

Level 4 Association Appeal to Arbitration

Signature _____ **Date** _____

Appendix B 1

Lyndeborough School District Salary Schedule							
School Year 2007-2008							

Step	BA	BA15	BA30	MA	MA15	MA30	RN
0	\$30,906	\$32,435	\$34,040	\$35,457	\$37,225	\$39,084	\$27,849
1	\$31,910	\$33,489	\$35,146	\$36,609	\$38,435	\$40,354	\$28,754
2	\$32,947	\$34,577	\$36,288	\$37,799	\$39,684	\$41,665	\$29,688
3	\$34,018	\$35,701	\$37,467	\$39,027	\$40,974	\$43,019	\$30,653
4	\$35,124	\$36,861	\$38,685	\$40,295	\$42,306	\$44,417	\$31,649
5	\$36,266	\$38,059	\$39,942	\$41,605	\$43,681	\$45,861	\$32,678
6	\$37,445	\$39,296	\$41,240	\$42,957	\$45,101	\$47,351	\$33,740
7	\$38,662	\$40,573	\$42,580	\$44,353	\$46,567	\$48,890	\$34,837
8	\$39,918	\$41,892	\$43,964	\$45,794	\$48,080	\$50,479	\$35,969
9	\$41,215	\$43,253	\$45,393	\$47,282	\$49,643	\$52,120	\$37,138
10	\$42,555	\$44,659	\$46,868	\$48,819	\$51,256	\$53,814	\$38,345
11	\$44,151	\$46,334	\$48,626	\$50,650	\$53,178	\$55,832	\$39,783
L	\$46,027	\$48,303	\$50,693	\$52,803	\$55,438	\$58,205	\$41,474

Notes:

Levels do not equate with years experience.

No new employee will be placed on a level higher than that of an existing employee with the same level of experience.

R.N. shall be paid 90% of the BA at the appropriate level, pro-rated for part time.

New Hires entry:	Years experience	Step
	0 years	0
	1 or 2 years	1
	3 years	2
	4 or 5 years	3
	6 years	4
	7 or 8 years	5
	9 years	6
	10 or 11 years	7
	12 years	8
	13 or 14 years	9
	15 years	10
	16 or 17 years	11
	18 years or more	L

Once in the system, one step increase per year.

Appendix B 2

Lyndeborough School District Salary Schedule
School Year 2008-2009

Step	BA	BA15	BA30	MA	MA15	MA30	RN
0	\$31,833	\$33,408	\$35,061	\$36,520	\$38,342	\$40,255	\$28,685
1	\$32,868	\$34,494	\$36,200	\$37,707	\$39,588	\$41,563	\$29,617
2	\$33,936	\$35,615	\$37,376	\$38,932	\$40,875	\$42,914	\$30,580
3	\$35,039	\$36,773	\$38,591	\$40,197	\$42,203	\$44,309	\$31,574
4	\$36,178	\$37,968	\$39,845	\$41,503	\$43,575	\$45,749	\$32,600
5	\$37,354	\$39,202	\$41,140	\$42,852	\$44,991	\$47,236	\$33,659
6	\$38,568	\$40,476	\$42,477	\$44,245	\$46,453	\$48,771	\$34,753
7	\$39,821	\$41,791	\$43,858	\$45,683	\$47,963	\$50,356	\$35,882
8	\$41,115	\$43,149	\$45,283	\$47,168	\$49,522	\$51,993	\$37,048
9	\$42,451	\$44,551	\$46,755	\$48,701	\$51,131	\$53,683	\$38,252
10	\$43,831	\$45,999	\$48,275	\$50,284	\$52,793	\$55,428	\$39,495
11	\$45,475	\$47,724	\$50,085	\$52,170	\$54,773	\$57,507	\$40,976
L	\$47,408	\$49,752	\$52,214	\$54,387	\$57,101	\$59,951	\$42,718

Notes:

Levels do not equate with years experience.

No new employee will be placed on a level higher than that of an existing employee with the same level of experience.

R.N. shall be paid 90% of the BA at the appropriate level, pro-rated for part time.

New Hires entry:	Years experience	Step
	0 years	0
	1 or 2 years	1
	3 years	2
	4 or 5 years	3
	6 years	4
	7 or 8 years	5
	9 years	6
	10 or 11 years	7
	12 years	8
	13 or 14 years	9
	15 years	10
	16 or 17 years	11
	18 years or more	L

Once in the system, one step increase per year.

Appendix B 3

Lyndeborough School District Salary Schedule
School Year 2009-2010

Step	BA	BA15	BA30	MA	MA15	MA30	RN
0	\$32,789	\$34,411	\$36,112	\$37,616	\$39,492	\$41,464	\$29,546
1	\$33,855	\$35,529	\$37,286	\$38,839	\$40,775	\$42,812	\$30,506
2	\$34,955	\$36,684	\$38,498	\$40,101	\$42,100	\$44,203	\$31,497
3	\$36,091	\$37,876	\$39,749	\$41,404	\$43,468	\$45,640	\$32,521
4	\$37,264	\$39,107	\$41,041	\$42,750	\$44,881	\$47,123	\$33,578
5	\$38,475	\$40,378	\$42,375	\$44,139	\$46,340	\$48,654	\$34,669
6	\$39,725	\$41,690	\$43,752	\$45,574	\$47,846	\$50,235	\$35,796
7	\$41,016	\$43,045	\$45,174	\$47,055	\$49,401	\$51,868	\$36,959
8	\$42,349	\$44,444	\$46,642	\$48,584	\$51,007	\$53,554	\$38,160
9	\$43,725	\$45,888	\$48,158	\$50,163	\$52,665	\$55,295	\$39,400
10	\$45,146	\$47,379	\$49,723	\$51,793	\$54,377	\$57,092	\$40,680
11	\$46,839	\$49,156	\$51,588	\$53,735	\$56,416	\$59,233	\$42,206
L	\$48,830	\$51,245	\$53,780	\$56,019	\$58,814	\$61,750	\$44,000

Notes:

Levels do not equate with years experience.

No new employee will be placed on a level higher than that of an existing employee with the same level of experience.

R.N. shall be paid 90% of the BA at the appropriate level, pro-rated for part time.

New Hires entry:	Years experience	Step
	0 years	0
	1 or 2 years	1
	3 years	2
	4 or 5 years	3
	6 years	4
	7 or 8 years	5
	9 years	6
	10 or 11 years	7
	12 years	8
	13 or 14 years	9
	15 years	10
	16 or 17 years	11
	18 years or more	L

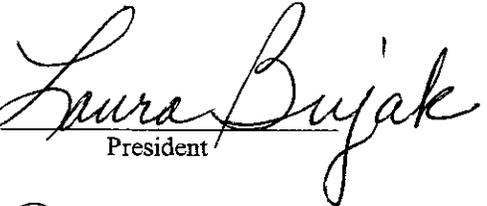
Once in the system, one step increase per year.

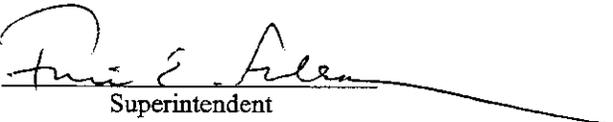
In witness whereof, the parties hereto have executed this Agreement on this 27th day of August 2007.

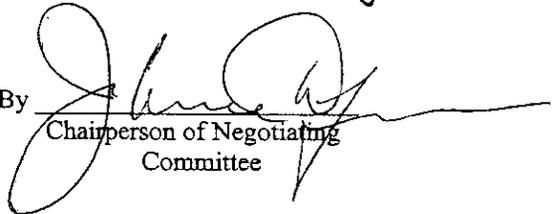
Lyndeborough School Board

Lyndeborough Education
Association, NEA-NH

By 
Chairperson

By 
President

By 
Superintendent

By 
Chairperson of Negotiating
Committee

