

**AGREEMENT**  
**BETWEEN**  
**THE LINCOLN-WOODSTOCK COOPERATIVE**  
**SCHOOL BOARD**  
**AND THE**  
**LIN-WOOD EDUCATION ASSOCIATION/NEA-NH**  
**2009-2010**

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PREAMBLE

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

Witnessed:

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

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

ARTICLE I

RECOGNITION

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

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

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

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

1.4 This recognition shall not preclude the Board from communicating with, consulting, or dealing with any individual teacher or group of teachers for any purpose the Board shall deem desirable in the discharge of its responsibilities, nor shall it preclude any teacher from appearing before the Board in his/her own behalf on matters relating to his/her employment with the District.

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

## ARTICLE II

### NEGOTIATIONS PROCEDURES

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

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

2.2 Any agreement reached shall be reduced to writing and signed by the Board and the Association. Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board unless and until the necessary appropriations have been approved by the voters of the District. The Board shall make a good faith effort to secure the funds necessary to implement said agreements. If such funds are not forthcoming, the Board and the Association shall resume negotiations on all or part of the entire agreement. See RSA 273-A: 3II (b).

2.3 If the parties fail to reach agreement on any matter or matters which are subject to negotiations, either party may declare an impasse. All resolutions of impasse will be resolved through RSA 273-A:12.

## ARTICLE III

### JURISDICTION AND AUTHORITY OF SCHOOL BOARD

3.1 The Board, subject to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the School District.

3.2 The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, discretions, or authorities which by law are vested in them and this Agreement shall not be construed so as to limit or impair their respective statutory powers, discretions, or authorities.

## ARTICLE IV

### GRIEVANCE PROCEDURE

4.1 Definition: A grievance shall mean a complaint by a teacher that there has been a violation or misapplication of the provisions of this agreement.

4.2 A grievance to be considered under this procedure must be initiated in writing by the employee within thirty (30) calendar days of its occurrence, or from the time the teacher should have known of its occurrence. The following matters are excluded from the grievance procedure:

1. Any matter for which a specific method or review is prescribed and expressly set forth by law, by any rule or regulation of the State Commissioner of Education.
2. A complaint of a probationary teacher which is caused by his/her not being re-employed.
3. A complaint by any certified personnel caused by appointment or lack of appointment, retention or lack of retention in any position for which a contract is not required.
4. Any matter, which, according to law, is beyond the scope of the Board's authority or limited to the unilateral action by the Board alone.

Procedure:

4.3 Step 1: Any teacher who has a grievance shall first discuss it with his/her immediate supervisor in an attempt to resolve the matter at that level. A decision shall be rendered within five (5) calendar days.

4.4 Step 2: If the teacher is not satisfied with the decision, he/she may appeal the decision to the Principal within five (5) calendar days after the receipt of the decision of the immediate supervisor. The appeal shall be in writing on the prescribed form and must specify:

- A. The nature of the grievance.
- B. Personal loss, injury, or inconvenience which is claimed
- C. The remedies sought.

4.5 The Principal shall investigate the matter and communicate the decision in writing to the grievant within five (5) calendar days from the receipt of the written grievance.

4.6 Step 3: If the teacher is not satisfied with the decision, he/she may appeal the grievance to the Superintendent in writing within five (5) calendar days after the receipt of the Principal's decision. The Superintendent shall investigate the grievance and render his/her decision, in writing ten (10) calendar days after the receipt of the appeal to his/her level.

4.7 Step 4: If the teacher is not satisfied with the decision rendered by the Superintendent, he/she may appeal the grievance to the School Board. Such an appeal must be made within five (5) calendar days after the receipt of the Superintendent's decision. The Board or a committee thereof shall review the grievance and, at its option, may request that a hearing be held with those involved in the grievance prior to making its decision. The Board shall render its decision in writing within twenty (20) calendar days after the receipt of the appeal.

4.8 Step 5: If the decision of the Board does not resolve the grievance, the grievance may be appealed to arbitration in the following manner. The Board shall be notified in writing within twenty (20) calendar days after the date of its decision that the grievance is being submitted for arbitration.

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

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

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

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

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

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

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

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

## ARTICLE V

### CHILD REARING LEAVE

5.1 Child Rearing Leave of up to one (1) year shall be granted, without pay, on condition that for a leave requested to commence during the school year, a suitable replacement teacher can be obtained. This leave shall be for the purpose of caring for a minor child within the teacher's household under the age of five years. There shall be no age limitation for a child with a physical disability requiring parental supervision. The term "child" shall be limited to a teacher's natural child, adopted child, foster child, or guardian child. The end of such leave shall coincide with the end of a grading period.

5.2 Such leave may be extended for an additional period not to exceed one (1) school year at the sole discretion of the School Board. This decision shall not be subject to the grievance procedure.

5.3 Except in emergency situations, the teacher shall notify the Superintendent of the desire to take such leave thirty (30) days prior to the estimated day of the leave's commencement.

5.4 The teacher may maintain medical insurance with the School District during the entire term of this leave, subject to the teacher paying the monthly health insurance premium in advance on the first day of each and every month during the term of the leave.

5.5 Notification to the Board of the teacher's intention to return from the Child Rearing Leave must be made in writing on or before March 1<sup>st</sup> in the year the teacher intends to return. Failure to so notify the Board in writing by March 1<sup>st</sup> shall be considered a voluntary resignation by the teacher who shall lose all rights to a teaching position. The teacher will return to either the same position or a similar position within the District.

5.6 The return of the teacher to work prior to the beginning of the following school year or prior to the originally planned date of return to work is at the sole discretion of the Superintendent.

## ARTICLE VI

### PERSONAL DAYS

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

6.2 The third and fourth personal day taken shall be deducted from the employee's sick leave. Personal days may be applied in whole or half days as determined by the Principal or his/her designee. Notification should be given as soon as possible to the Principal or his/her designee. If a personal day is to be used prior to or immediately following a vacation or holiday, a reason must be given, subject to the approval of the Superintendent of Schools. Personal leave may not be used to extend a holiday or vacation.

## ARTICLE VII

### BEREAVEMENT LEAVE

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

## ARTICLE VIII

### SICK LEAVE

8.1 Teachers shall be allowed up to fifteen (15) days of sick leave per year. Any member of the bargaining unit who leaves during the course of the year shall receive a pro-rated allotment of sick leave based on the portion of the year that is worked. One hundred ten (110) days of sick leave may be accumulated by teachers on staff as of the 2008-09 school year. All hires after this date may accumulate ninety (90) days of sick leave.

8.2 Each year's sick leave days are in addition to the accumulated total of prior unused days. For those individuals that have reached their maximum number of accumulated sick leave days, one hundred ten (110), the number of sick leave days shall be added to the maximum. If sick leave days beyond the maximum are not used, the sick leave days will not accumulate.

8.3 A doctor's certification must be submitted to the Principal in the event an illness is beyond five (5) consecutive school days. If the employee does not submit a doctor's certification within five (5) calendar days of his/her return to work, his/her pay will be reduced by the equivalent number of days lost. The obligation to present a doctor's certificate is the duty of the teacher and the administration will not be held responsible for not notifying the teacher of any oversight.

8.4 A catastrophic sick leave bank shall be established for bargaining unit members who have exhausted their accumulated sick leave days due to the prolonged illness of a participating unit member. Participation shall be voluntary and only participating members will be eligible for sick bank use.

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

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

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

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

8.5 All prearranged medical appointments will be deducted in whole or half days from sick leave. Prior approval must be obtained to be paid and to facilitate obtaining a suitable substitute.

8.6 Child Bearing leave shall be treated as any other disability. Usually the leave is 6-8 weeks. A teacher shall be entitled to utilize accumulated leave for days of actual disability. Except in cases of emergency, teachers are expected to notify the Superintendent at least thirty (30) days prior to the date of disability.

8.7 Eight (8) of the sick days allocated in 8.1 above may be used for illness in the immediate family.

8.8 Bargaining unit members who maintain perfect attendance, exclusive of professional leave, shall be paid an award of \$300. This is available on an annual basis.

## ARTICLE IX

### INSURANCE

9.1 The School Board will contract with the New Hampshire Municipal Association for medical care coverage. Members of the unit may subscribe to a single, two-person or family Blue Choice 2-Tier or staff can select MTB \$10 RX \$10/\$20/\$45. For the 2009-10 school year the District will pay 85% of the monthly premium towards the cost of the plan selection.

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

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



9.4 The Board agrees to make the following contribution per teacher per month toward dental insurance. 2009-2010 75% of the single monthly premium per teacher.

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

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

9.7 The Board will provide teachers with term life insurance in the amount of \$20,000.

9.8 Insurance Buyback. Any bargaining unit member who is eligible for health insurance and who declines to take it, shall receive a reimbursement of \$2,500. The payment shall be prorated into each paycheck through the end of the school year. Payment shall be contingent on the employee providing evidence of other health insurance coverage by June 1<sup>st</sup> of each year for the ensuing school year. Employees who are new to the District need to provide evidence of other health insurance coverage within thirty (30) days of commencement of work in order to be eligible for this payment. Employees whose spouse takes health insurance through the District are not eligible for this payment.

## ARTICLE X

### SAVINGS CLAUSE

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

## ARTICLE XI

### SALARIES

11.1 Salaries for employees covered by this Agreement shall be as determined by APPENDIX A for the school year 2009-2010.

11.2 Extracurricular payments will be made in accordance with APPENDIX B as described for the duration of this Agreement.

11.3 Additional or summer employment shall be at the discretion of the Superintendent with the approval of the School Board. Teachers who agree and work additional days shall be paid at their per diem rate. Teaching in the summer school program is not included in these additional days. Teaching in the summer school program is voluntary and will be paid at a rate to be determined by the Superintendent if summer school is offered.

ARTICLE XII

DUES DEDUCTION

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

"Dues Authorization Card"

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

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

Teacher Organizations:

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

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

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

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

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

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

ARTICLE XIII

FAIR TREATMENT

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

## ARTICLE XIV

### EXTRA-CURRICULAR & CO-CURRICULAR

14.1 All extra-curricular and co-curricular openings as noted in ARTICLE 21.1 shall be posted and advertised.

## ARTICLE XV

### PROFESSIONAL DAY POLICY

15.1 The Board defines a “professional day” as release time granted to a teacher during regular school hours for professional improvement that may not be possible outside of school hours.

15.2 At the discretion of the Principal, two professional days per school year may be allowed each teacher in the Lincoln-Woodstock Cooperative School District. Additional professional days may only be granted to a teacher with the consent of the Principal.

15.3 In the event the teacher does not agree with the Principal's decision, a verbal appeal may be made to the Superintendent. The Superintendent's decision is final.

## ARTICLE XVI

### ASSOCIATION DAYS

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

## ARTICLE XVII

### LEAVE WITHOUT PAY

17.1 Any teacher wishing to take leave without pay for a year must notify the Board in writing no less than sixty (60) days prior to the beginning of the school year during which such leave is effective. The leave will be granted at the discretion of the Board.

17.2 Notification to the Board of the teacher's intention to return must be made in writing on or before March 1<sup>st</sup>. Failure to notify the Board in writing by March 1<sup>st</sup> shall be considered a voluntary resignation by the teacher. Return from Leave Without Pay shall coincide with the expiration date indicated on the teacher's leave request as approved by the Board. This normally shall be the beginning of the school year following the granting of such leave. The return of the teacher to work prior to the beginning of the following school year or prior to the originally planned date of return to work is at the sole discretion of the Superintendent.

## ARTICLE XVIII

### COURSE REIMBURSEMENT

18.1 Each teacher after one year with the District shall be entitled to take a total of three (3) courses per year which will be reimbursed at the lesser of the cost of the course taken or the graduate rate charged to New Hampshire residents at Plymouth State University for the same or an equivalent course. Teachers shall be reimbursed for one course per semester. The Board may grant more courses because of extenuating circumstances. Such reimbursements shall be limited to fifteen thousand dollars (\$15,000) per school year. Teachers shall be reimbursed for only those courses that specifically relate to their area of teaching responsibility as determined by the Board. Only those courses with a grade of B or better will be reimbursed. If a teacher with less than one year with the District is required by administration to take a course it will be reimbursed as per above.

18.2 Teachers may request that the cost of the course(s) be paid by the School District at the time of registration. Thirty days advance notice will be required by the Business Office to process payment. Teachers who do not complete the course or do not pass the course with a grade of B or better will be required to reimburse the District in full through payroll deduction. Within fifteen (15) days of receipt of final grade teacher will submit documentation to the SAU Office or payroll deduction will begin. Summer courses requiring prepayment will require an individual contract between the teacher and the School District.

## ARTICLE XIX

### NON-DISCRIMINATION

19.1 The Association agrees to represent equally all teachers without regard to race, color, creed, age, sex, marital status, national origin, handicap, or membership in the Association.

19.2 The Board agrees not to discriminate against a teacher because of race, color, creed, age, sex, marital status, national origin, handicap, or membership in the Association.

## ARTICLE XX

### LOYALTY-LONGEVITY RETIREMENT PLAN

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

- A. Upon retirement, any teacher employed by the Lincoln-Woodstock Cooperative School District will become eligible to receive, in addition to his/her regular contracted salary and upon completion of his/her final year of service, a payment benefit based on the provisions of ARTICLE XX, Parts B, C, & D.
- B. Eligibility: The Retiree must:
  - 1. Reach age 55 by his/her retirement year.
  - 2. Submit in writing to the office of the Superintendent between July 1<sup>st</sup> and November 1<sup>st</sup> a notification of intent to retire in the school year in which the retirement is to occur. (This may be withdrawn prior to November 1<sup>st</sup> by the teacher or it may be withdrawn if the retirement stipend is not awarded to the teacher.)
  - 3. Serve a minimum of ten (10) consecutive years of teaching in the Lincoln-Woodstock School District.

- A. The first year of the “child rearing leave provision” shall be considered an “approved” leave subject to the provisions of Article V, section 5.1.
  - B. For the purposes of this retirement plan, it is understood that an approved leave-of-absence will not be considered a break in service, but the period of leave shall not be included in the total accrued.
4. Otherwise comply with the guidelines and regulations of New Hampshire Retirement System.
- C. Payment Benefit Tiers:
- 1. Minimum 10 years full-time in District: Retiree receives \$7,000
  - 2. Minimum 15 years full-time in District: Retiree receives \$9,000
  - 3. Minimum 20 years full-time in District: Retiree receives \$15,000
- D. Special Provisions:
- 1. The District shall provide retirement stipends to two (2) individuals who meet the eligibility requirements annually.
  - 2. If more than two (2) eligible individuals apply then the two who automatically qualify for the stipend shall be the two who have the most years of service within the bargaining unit in the Lin-Wood School District.
  - 3. If two (2) staff members have an equal number of years of service to the District then the total years of public school teaching in New Hampshire shall be considered. If the two are still tied then the total years of public school teaching in any state shall be considered.
  - 4. The Board may choose to grant more than two (2) retirement stipends in any given year. If the Board chooses to grant one (1) or more additional stipends, the individuals who receive the stipend will be selected at the Board’s discretion. The Board shall notify the individuals no later than the first Board meeting in January of the school year in which the retirement is to occur.
  - 5. This retirement Benefit will be made in a single (lump sum) payment to the retiree no more than 120 days after July 1<sup>st</sup> of the retirement year.
  - 6. Notwithstanding any other provision in this Agreement, payment of amounts to an employee under this Agreement shall be delayed until at least 120 days after the employee’s retirement in such amount as is necessary to prevent the School District from being assessed by the New Hampshire Retirement System under RSA 100-A:16 III-a.

ARTICLE XXI

MISCELLANEOUS

21.1 Notice of teacher, extracurricular, and administrative vacancies will be posted on the official bulletin board in each school building within ten (10) school days of the date that the position is opened.

21.2 Notice of teacher, extracurricular, and administrative vacancies will be provided to the President of the Lin-Wood Education Association.

21.3 Direct Deposit of contracted salary payments will be available to teachers.

21.4 The District will provide a Section 125 account to permit teachers to deduct from their salaries monies for medical and dependent care expenses. Payroll deductions for Section 125 account participants shall be calculated so that the full amount of monies to be deducted shall be completed by the end of the school year in June.

21.5 Teachers will work a 186 day year. This will be 180 teaching days and 6 days for Professional Development.

21.6 In addition to their teaching duties, teachers shall attend two evening activities annually as designated by the Superintendent or his/her designee.

ARTICLE XXII

DURATION OF AGREEMENT

22.1 All parts of this agreement shall be effective from July 1, 2009 until June 30, 2010.

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

22.3 LIN-WOOD EDUCATION ASSOCIATION/NEA-NH

Negotiated For:

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Chairperson, Negotiating Team

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Witness:

Secretary, Lin-Wood Education  
Association/NEA-NH

Date: \_\_\_\_\_

22.4 LINCOLN-WOODSTOCK COOPERATIVE SCHOOL BOARD

Negotiated For:

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Chairperson, Negotiating Team

\_\_\_\_\_

Witness:

Chairperson,  
Lincoln-Woodstock Cooperative School Board

Date: \_\_\_\_\_

APPENDIX A

A.1 In-District Service

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

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

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

A.4 For the 2009-10 school year, the BA Base shall be \$33,584. Steps = \$1,300. Over 11 years of experience, increase = 3% COLA of the teachers 2008-09 salary. Tracks to remain the same as in the existing contract. All teachers eligible shall receive a step increase.

**LIN-WOOD EDUCATION ASSOCIATION  
SALARY DISTRIBUTION  
2009-10  
Year 1**

EXPERIENCE	STEP	BA	BA+15	BA+30	MA	MA+30	Ph.D.
1	1	\$33,584	\$34,334	\$35,184	\$36,184	\$37,284	\$38,534
2	2	\$34,884	\$35,634	\$36,484	\$37,484	\$38,584	\$39,834
3	3	\$36,184	\$36,934	\$37,784	\$38,784	\$39,884	\$41,134
4	4	\$37,484	\$38,234	\$39,084	\$40,084	\$41,184	\$42,434
5	5	\$38,784	\$39,534	\$40,384	\$41,384	\$42,484	\$43,734
6	6	\$40,084	\$40,834	\$41,684	\$42,684	\$43,784	\$45,034
7	7	\$41,384	\$42,134	\$42,984	\$43,984	\$45,084	\$46,334
8	8	\$42,684	\$43,434	\$44,284	\$45,284	\$46,384	\$47,634
9	9	\$43,984	\$44,734	\$45,584	\$46,584	\$47,684	\$48,934
10	10	\$45,284	\$46,034	\$46,884	\$47,884	\$48,984	\$50,234
11	11	\$46,584	\$47,334	\$48,184	\$49,184	\$50,284	\$51,534

STEPS = \$1,300

TRACKS= \$750 \$850 \$1,000 \$1,100 \$1,250

For 2009-2010, BA base is \$33,584, steps \$1,300.

Any teacher with over 11 years experience will receive a cost of living adjustment of 3% over their 2008-09 salary.

APPENDIX B

POSITION	1 <sup>ST</sup> YEAR	2 <sup>ND</sup> YEAR	3 <sup>RD</sup> YEAR	4 <sup>TH</sup> YEAR	5 <sup>TH</sup> YEAR	6 <sup>TH</sup> YEAR	7 <sup>TH</sup> YEAR	8 <sup>TH</sup> YEAR
Category 1								
Athletic Director	4500	4500	4500	4500	4500	4500	4500	Footnote 2
Game Operations Personnel	2455.92	2455.92	2455.92	2455.92	2455.92	2455.92	2455.92	Footnote 2
Assistant Coach	1300	1300	1300	1300	1300	1300	1300	Footnote 2
Category 2								
Boys' Varsity Basketball	2810	2810	2885	2910	2935	2960	2985	Footnote 1
Girls' Varsity Basketball	2810	2810	2885	2910	2935	2960	2985	Footnote 1
Category 3								
Girls' Varsity Soccer	1888	1888	1938	1963	1988	2013	2038	Footnote 1
Boys' Varsity Soccer	1888	1888	1938	1963	1988	2013	2038	Footnote 1
Varsity Baseball	1888	1888	1938	1963	1988	2013	2038	Footnote 1
Varsity Softball	1888	1888	1938	1963	1988	2013	2038	Footnote 1
Alpine Skiing	1888	1888	1938	1963	1988	2013	2038	Footnote 1
Category 4								
Boys' JV Varsity Basketball	1500	1500	1550	1575	1600	1625	1650	Footnote 1
Girls' JV Varsity Basketball	1500	1500	1550	1575	1600	1625	1650	Footnote 1
Senior Class Advisor	1500	1500	1550	1575	1600	1625	1650	Footnote 1
Category 5								
Boys' MS Basketball	1182	1182	1182	1182	1182	1182	1182	Footnote 2
Girls' MS Basketball	1182	1182	1182	1182	1182	1182	1182	Footnote 2
High School Student Council	1182	1182	1232	1257	1282	1307	1332	Footnote 1
Golf	1182	1182	1182	1182	1182	1182	1182	Footnote 2
Nordic Skiing	1182	1182	1232	1257	1282	1307	1332	Footnote 1
Varsity Cross-Country	1182	1182	1232	1257	1282	1307	1332	Footnote 1
Middle School Baseball	1182	1182	1182	1182	1182	1182	1182	Footnote 2
Middle School Softball	1182	1182	1182	1182	1182	1182	1182	Footnote 2
Drama	1182	1182	1232	1257	1282	1307	1332	Footnote 1
MS Boys' Soccer	1182	1182	1182	1182	1182	1182	1182	Footnote 2
MS Girls' Soccer	1182	1182	1182	1182	1182	1182	1182	Footnote 2
MS Student Council Advisor	1182	1182	1207	1232	1257	1282	1307	Footnote 1
Cheerleading	1182	1182	1232	1257	1282	1307	1332	Footnote 1
Junior Class Advisor	1182	1182	1182	1182	1182	1182	1182	Footnote 2



Category 6								
Granite State Challenge	801	801	801	801	801	801	801	Footnote 2
FBLA	801	801	826	851	876	901	926	Footnote 1
Jazz Band	801	801	826	851	876	901	926	Footnote 1
Show Choir	801	801	826	851	876	901	926	Footnote 1
Sophomore Class Advisor	801	801	801	801	801	801	801	Footnote 2
Category 7								
Freshman Class Advisor	464	464	464	464	464	464	464	Footnote 2
Elementary Ski Program	464	464	489	514	539	564	589	Footnote 1
Elementary Science Fair	464	464	464	464	464	464	464	Footnote 2
NHS	464	464	464	464	464	464	464	Footnote 2
Youth in Government	464	464	464	464	464	464	464	Footnote 2
Astronomy Club	464	464	464	464	464	464	464	Footnote 2
Footnote 1: There is an additional \$25 per year for each additional consecutive year of service.								
Footnote 2: There is no increase for additional consecutive years of service.								