

Agreement Between

Lyme School Board

and

Lyme Education Association/NEA-NH

July 1, 2024 - June 30, 2027

TABLE OF CONTENTS

ARTICLE 1 RECOGNITION 3

ARTICLE 2 NEGOTIATION PROCEDURE..... 4

ARTICLE 3 GRIEVANCE PROCEDURE 4

ARTICLE 4 EMPLOYEE EVALUATION 6

ARTICLE 5 DISCIPLINARY ACTION &PROVISIONS FOR HEARING 6

ARTICLE 6 REDUCTION IN FORCE 7

ARTICLE 7 BARGAINING UNIT VACANCIES AND REASSIGNMENTS 7

ARTICLE 8 CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT 8

ARTICLE 9 SUBSTITUTES FOR SPECIALISTS 8

ARTICLE 10 WORKERS' COMPENSATION 8

ARTICLE 11 TEACHER PROTECTION 8

ARTICLE 12 RIGHTS OF THE PARTIES 9

ARTICLE 13 CALENDAR 9

ARTICLE 14 VOLUNTARY DUES DEDUCTION 10

ARTICLE 15 PROVISIONS CONTRARY TO LAW 10

ARTICLE 16 PERSONAL AND EMERGENCY LEAVE 10

ARTICLE 17 MILITARY LEAVE..... 11

ARTICLE 18 JURY DUTY LEAVE..... 11

ARTICLE 19 PARENT AND FAMILY LEAVE..... 11

ARTICLE 20 EMPLOYEE SICK LEAVE 11

ARTICLE 21 EXTENDED LEAVES OF ABSENCE 13

ARTICLE 22 REQUEST FOR OTHER LEAVE..... 13

ARTICLE 23 SABBATICAL..... 14

ARTICLE 24 RETIREMENT BENEFIT.....	14
ARTICLE 25 COMPENSATION GUIDE.....	15
ARTICLE 26 INCENTIVES FOR TEACHER EXCELLENCE	16
ARTICLE 27 STAFF DEVELOPMENT	17
ARTICLE 28 MENTORING STUDY COMMITTEE	17
ARTICLE 29 EMPLOYEE WELLNESS INITIATIVES	18
ARTICLE 30 INSURANCE PROVISIONS.....	18
ARTICLE 31 EMPLOYMENT BEYOND NORMAL SCHOOL YEAR	20
ARTICLE 32 DURATION CLAUSE	20

Appendix A. Salary Schedules	
Appendix B. Incentives for Teacher Excellence	
Appendix C. Dental Insurance Plan Benefits	
Appendix D. Lyme School District Teacher Evaluation Pain	

ARTICLE 1
RECOGNITION

- A. The Board recognizes the Lyme Education Association/NEA-NH as the exclusive representative of all full time and part time professional employees of the Lyme School District whether under contract or on leave who are required to hold certification from the New Hampshire Department of Education as teachers. Superintendents, District Administrator, Academic Director, special education directors, principals, assistant principals, nurses, instructional assistants, and independent contractors are specifically excluded from the bargaining unit.

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 Board shall deem desirable in the discharge of its responsibilities, nor shall it preclude any professional employee from appearing before the Board to be heard.

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

Professional Employee: Any member of the certified bargaining unit.

Part-Time Professional Employee: Any member of the certified bargaining unit whose assigned duties require him/her to be regularly present for less than the usual full school day.

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).

Representative: Any bargaining unit member(s) of the Association or the Lyme School Board authorized to act in their 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 involve 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 Board shall respond with proposed dates to begin negotiations. 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.

A. 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.

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 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, the date of the occurrence, the provision of the Agreement violated, 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/her 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 date of the occurrence, the provision of the Agreement violated, 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 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 Association declines to submit the grievance to arbitration, the grievance is terminated.
- K. The arbitrator shall be without power to make a decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement. The arbitrator shall be empowered to award financial reimbursement or make any other order deemed proper within the confines of the contract.
- L. The decision of the arbitrator as provided above shall be binding.
- M. The cost of such arbitration shall be shared equally by the District and the Association. Failure at any step of this procedure to communicate a decision on a grievance within the time limit specified shall permit the grievant to proceed to the next step. Failure by a grievant at any step of this procedure to appeal a grievance at the next step within a time limit specified shall be deemed a waiver of further appeal of the decision.
- N. The grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the District.

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

ARTICLE 4
EMPLOYEE EVALUATION

- A. It is recognized 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.

Professional 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 District Administrator or 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 State 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

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, 189:14-A, and 189:148.

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 professional 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 non-continuing contract status. Any professional employee who is not certified/licensed for the position held 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 April 1.

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. The Association shall, upon request, be provided with a seniority list on or before September 30th of each school year.

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 BARGAINING UNIT VACANCIES AND REASSIGNMENTS

Notices of job openings within the bargaining unit will be posted in the usual manner, on the District website, and on any job-posting websites used by the District (e.g., School Spring). All jobs will be posted for a minimum of five calendar days prior to interviews taking place. Current employees in the bargaining

unit who meet the minimum qualifications for the position will be considered for the vacancy and will be provided with an opportunity for an interview. However, the District retains sole discretion over the ultimate hiring decision.

Professional employees who wish to be considered for a posted position must submit a cover letter, resume, and references on the applicable job-posting websites used by the District within the deadline specified on the notice. Any employee in the bargaining unit who provides a reference for any professional employee may not be on the interview committee for that position.

Additionally, the District will provide the Association President(s) with notification by email regarding any vacancies in the bargaining unit which occur between July 1 and August 15.

In making changes in grade assignment the wishes and experience of the individual teacher will be given consideration. However, the final decision shall be made by the Superintendent.

ARTICLE 8 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 professional 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 Board to reduce staffing at the middle school level shall not be restricted in any way.

ARTICLE 9 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 10 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 11 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 12
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 professional 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 a total of 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 Board.

The School Administrative Unit office will, upon request, provide the Association President(s) with a bargaining unit list on or before September 30th of each year, as well as the following information: name, date of hire, step and track placement, % FTE, position, mailing address, phone number, and District email address. Upon request, the Association shall be provided with a reasonable opportunity to meet with District administration to review documentation and information related to step and track placement.

ARTICLE 13
CALENDAR

The Board reserves the unilateral right to construct and approve the school year calendar. The Board agrees to request suggestions from the professional employee relative to such calendar prior to its final adoption. Of the non-student contact days (per article 29), one day will be utilized on school grounds to prepare materials, instructional space, and curriculum immediately prior to the start of the school year and at least one day shall be after the last student day. The number of annual contracted days shall be no more than 185 and will be fulfilled no later than two (2) weeks after the conclusion of the school year, and before July 1st of that year.

ARTICLE 14
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 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 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 15
PROVISIONS CONTRARY TO LAW

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

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

ARTICLE 16
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 District Administrator 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 receive a \$125 stipend per full day of unused personal leave remaining at the end of the contract year. This stipend will be prorated for unused personal leave less than a full day.

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 Superintendent with written notice five (5) days in advance of the desired leave.

ARTICLE 17
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 18
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 19
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 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) calendar days immediately following the birth/adoption, to the extent that the employee has sick leave days available under the same provisions, including the Sick Leave Bank.

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. A portion of this time period may be paid, according to the provisions of the Sick Leave Bank and/or Employee Sick Leave in Article 19. 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 the employee's intent to return the following year by April 1. A leave for the same purpose cannot be renewed in the subsequent school year.

Upon return from Parent 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. The Parent and Family Leave described in this section shall run concurrently with leave granted pursuant to the District's Family and Medical Leave Act policy.

ARTICLE 20
EMPLOYEE SICK LEAVE

Sick Leave: Each professional employee shall be granted twelve (12) days of paid leave per year. Accrued sick leave for all employees shall accumulate up to ninety (90) days. However, employees who were employed by the District and vested in the NH Retirement System as of January 1, 2012 will be able to continue to accrue sick days up to 180 days, except in their year of retirement, in which they can accrue

up to one hundred eighty-five (185) sick days. Upon notice of intent of retirement, those employees will be credited with an extra five (5) sick days. If said employee maintains at least one hundred eighty (180) accrued sick days by the end of that school calendar year, he/she will be paid out the full 180 days for his/her retirement benefit (per Article 23). The District retains the right to request a doctor's verification of any illness after ten (10) consecutive or accumulative days of sick leave used in one contract year.

Sick leave days may be used in the following circumstances:

1. Personal illness or injury
2. Illness or injury in the immediate family up to ten (10) days per year may be used to care for a member of the professional employee's immediate family. Up to forty-five (45) additional days may be used under this provision upon approval of the Superintendent.
3. Bereavement leave — Up to five (5) days of leave may be used for a death of an immediate family member. One (1) day of leave may be used to attend the funeral of any other family member. Notification to the Superintendent for such leave shall be made as soon as possible before taking such leave, and the member shall not be required to state the reason for taking such leave other than that they are taking it under this section. Bereavement leave other than stated (such as a non-family member) may be granted at the discretion of the Superintendent.
4. Preventative Health Care - Up to two (2) days of sick leave may be used for preventative health care visits. Employees are encouraged to schedule visits outside of the school-day hours when possible. Preventative health care visits should be taken in partial day increments. Personnel needing such leave will provide the District Administrator with written notice five (5) days in advance of the desired leave.

Sick Leave Bank: The Board agrees to establish a Sick Leave Bank for employees on leave under Article 19 (Parent and Family Leave) or Article 20 (Sick Leave). All members of the association are eligible to participate in the Sick Leave Bank. By September 15th, members may contribute a maximum of one (1) day in any school year to the sick bank and any days contributed will be deducted from available sick leave for the person making said contribution. The Sick Leave Bank shall be administered by a committee composed of no fewer than three (3) members of the association. The committee will notify the administration of days withdrawn from the Sick Leave Bank and to whom the days are granted. The decision of the Sick Leave Bank committee is final, and shall not be subject to the grievance procedure. The total number of days in the Sick Leave Bank shall accumulate to no more than 90 days. Unused sick leave days in the bank at the close of the school year will carry over into subsequent years only up to a maximum of ninety (90) days in total. The LEA will defend and indemnify the District related to any claim arising out of the administration or establishment of the Sick Leave Bank and awarding of leave.

Rights of Benefits: During any period of leave under Article 19 (Parent and Family Leave) or Article 20 (Sick Leave), the professional employee shall be entitled to retain health insurance benefits covered by this agreement.

Short-Term Disability: The Short-Term Disability benefit is described in the Plan Summary, attached as Appendix **

Long-Term Disability: The Long-Term Disability benefit is described in the Plan Summary, attached as Appendix **

For professional employees who were employed by the District and vested in the NH Retirement System as of January 1, 2012, the professional employee will receive full pay for double the number of sick days the employee has remaining when the professional employee is eligible for and elects to receive Long-Term Disability. The difference between the gross annualized Long-Term Disability payment and the professional employee's gross annual salary shall be divided by 185. This dollar value shall be multiplied by the number of half days the professional employee has remaining to create a fund. The professional employee may elect to receive a paycheck that, together with the gross Disability payment for that pay period, whether or not it is actually paid at that time, would result in the same gross amount received by the professional employee prior to electing Long-Term Disability. Payments will stop when the fund has been exhausted. If a professional employee's Long-Term Disability benefit is terminated before the fund is gone, the fund shall be converted back to sick days at the same rate described above.

The Superintendent may request a doctor's verification of illness or physical disability and shall determine eligibility and the number of days to be granted. All decisions of the Superintendent may be appealed to the Board. The Board retains the right to request a doctor's verification of illness or physical disability.

ARTICLE 21 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 professional 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 eligible for health insurance, dental insurance, and long-term disability benefits subject to the insurance carrier's agreement and approval and provided that the professional employee pay the full cost of the health and dental insurance premiums.

ARTICLE 22 REQUEST FOR OTHER LEAVE

Upon administrative recommendation, the 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 23
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 professional employee 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 24
RETIREMENT BENEFIT

After the completion of 15 full-time equivalent years of service as a professional employee in the Lyme School District, a professional employee who was vested in the NH Retirement System as of January 1, 2012 shall be paid for accumulated unused sick leave up to 180 days at the rate of eighty dollars (\$80) for each such day. To receive this benefit, the professional employee must submit a notice of intent to retire to the Board, in writing, no later than December 1st of the school year in which the teacher will retire. If the professional employee does not, in fact, retire at the end of the year, the professional employee will forfeit their right to claim this benefit in future years, absent exigent circumstances. Payment of the bonus will occur within 120 days of the effective retirement date.

Professional employees not vested prior to January 1, 2012, who have completed twenty (20) full time equivalent years of service as a professional employee in the Lyme School District shall be paid \$300/month for five (5) years (\$18,000) starting on January 1st of the year following retirement.

A professional employee eligible for the retirement benefit who suffers a catastrophic illness or injury (attested by a licensed medical doctor) in their retirement year, shall receive, upon retirement, the retirement benefit based on accumulated sick leave prior to the onset of such illness or injury.

ARTICLE 25
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 District Administrator's office. All papers, transcripts, and other data pertinent to such advancement must be delivered to the Superintendent's office by December 1. As of the 2020-2021 school year, BA+45 has been eliminated from track 4. Employees with a BA+45 as of June 30, 2020, shall remain on track 4, until such time that they advance to track 5, if applicable. Any professional employee with a BA+45 on or after July 1, 2020, shall be placed on track 3, until such time that they advance to track 4 or 5, if applicable.

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 prorated 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 District Administrator. 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.

403(b): The Board will match a 403(b) contribution by each professional employee based on the schedule below. Participation in the annuity by the professional employee is voluntary. The Board's contribution will be made to a retirement plan provider of the professional employee's choice as included on a list of approved providers maintained by the business office. Payments will be made each pay period. Enrollment in the program must be completed by June 30th in order to receive the full year benefit in the following contract year. Professional employees who enroll after this date will receive matching contribution payments on the remaining pay periods only.

- 2024-2025: up to 3% of employee's salary
- 2025-2026: up to 3% of employee's salary
- 2026-2027: up to 3% of employee's salary

Stipend for extracurricular activities: The District will pay professional employees stipends for extracurricular activities performed outside of the school day according to the list below:

Stipend Amount	Activity
\$200 each	Curriculum Leader* appointed by Administration
\$200 per event	School-sanctioned Competition Day leaders outside of school hours
\$1000 per year	Director of Drama Production
\$500 per year	Musical Director for Drama Production
\$500 per year	Art Director for Drama Production
\$200 per day, per chaperone	Middle-school class trips (e.g., Boston, Washington, D.C.) chaperones – not to exceed \$3600 total per year
\$100 per overnight, per chaperone	
\$500 per activity	A new extracurricular activity, such as Lego Robotics, Odyssey of the Mind, and Destination Imagination, to be reviewed and approved by The Board – not to exceed \$3,000 total per year

*Curriculum Leader is a teacher responsible for planning, organizing, and/or facilitating teacher meetings regarding curriculum.

ARTICLE 26 INCENTIVES FOR TEACHER EXCELLENCE

An incentive program, funded by the 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 \$15,000.

The above amount is non-accumulative.

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

ARTICLE 27 STAFF DEVELOPMENT

The Board agrees to fund staff development up to \$900 per FTE during each school year for the cost of specific courses, seminars, certification renewal, or workshops approved by the Professional Development Committee (PDC). If employees seeking reimbursement for professional development pursuant to Board Policy GCI and GCI-R, are unable to find reasonable lodging within the per diem limits set by the U.S. General Service Administration, the Superintendent may approve additional funding up to the \$900 per FTE cap.

In each year of the agreement, the School Board shall budget \$12,000 to reimburse full-time employees for up to two (2) graduate level courses in the employees' professional field, provided such course of study will benefit the District. Reimbursement will be tied to the cost of an in-state, three credit graduate course at Plymouth State University, such costs to include tuition and related fees, as well as course materials. Reimbursement is subject to approval by the PDC and the Superintendent.

The employee shall be required to earn a grade of B or better or "pass" in a pass/fail course. Approvals for graduate level courses are made on a first come first served basis, however, no employee shall be approved for reimbursement for more than one (1) three credit course until January 15th of each year, to allow time for all members of the bargaining to submit a request. All funds not expended during the year shall not be carried over into the next year.

For course reimbursement, employees shall submit requests for reimbursement within 30 days of the employee receiving documentation of the required grade to the Superintendent.

For any reimbursement under this Article, the District will reimburse employees within 30 days of receiving the required documentation from the employee. Limits under this article do not apply to staff development required by the administration.

Any unused budgeted funds will be used to further reimburse professional employee's for approved staff development above the limit.

ARTICLE 28 MENTORING STUDY COMMITTEE

The District shall establish a committee of no more than seven (7) members for the purpose of providing recommendations to the Superintendent and Board regarding the implementation of a mentor program for new professional employees. The Association shall be entitled to appoint three (3) professional employees to the mentoring study committee. The committee shall provide its recommendations to the Superintendent and the Board on or before January 30, 2025. The development and implementation of a formal mentor program shall be determined by the Board. In the event the Board elects to establish a formal mentor program, mentor compensation shall be agreed upon by the parties.

ARTICLE 29
EMPLOYEE WELLNESS INITIATIVES

Up to \$1,000 for Employee Wellness initiatives, non-accumulative, will be available. 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 30
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 8% of the applicable premium during the term of this contract.

All professional employee health insurance contributions will be tax sheltered through a District wide IRS Section 125 plan. The premium payments of both the District (employer) and the professional employee shall be pro-rated according to the percent of employment. Employees who provide documentation of minimum essential health insurance coverage (other than coverage in the individual market) for all family members for whom the employee expects to claim a personal exemption who choose not to accept the medical insurance benefits will receive \$4,000 per year pro-rated according to the percent of employment.

Both the Association and the Board agree that every effort will be made to provide full health insurance or co-payment of premiums for professional 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 Board and the Association according to a formula to be negotiated before the change is finalized.

Medical Coverage for Retirees:

Any full time teacher employed by the District prior to June 30, 2020, who has taught a minimum of twenty (20) full time equivalent years in the District, and who is at the top of his or her salary track, may submit a notice of intent to retire and request to receive medical coverage to the Board, in writing, no later than December 1st of the school year in which the teacher will retire. The Board shall act upon the request by December 31st.

Up to one request for Medical Coverage for Retirees per year shall be approved by the Board. If more than that number is requested, the teacher with the greatest seniority shall be awarded the medical coverage benefit. However, if two or more teachers who were employed by the District and vested in the NH Retirement System as of January 1, 2012, submit requests, the two teachers who were employed by the District and vested in the NH Retirement System as of January 1, 2012 and with the greatest seniority shall be awarded the medical coverage benefit.

If approved, the teacher shall be entitled to a health insurance subsidy for five (5) years, (10 years if the retiree was invested in the NH Retirement System as of January 1, 2012) or until he or she becomes entitled to substantially similar health insurance at a substantially similar cost or until the retiree is eligible for Medicare Insurance, whichever occurs first. A beneficiary must certify annually to the District Business Office that the beneficiary is not entitled to substantially similar health insurance at a substantially similar cost. The 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 Association and will continue to enjoy all the medical provisions and privileges offered to professional employees. However, if the retiree chooses an option that is available to the 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 professional employees.

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 professional employee.

The benefits provided are as follows:

--Group Term Life	\$50,000.00
--Accidental Death & Dismemberment	\$50,000.00
--Long Term Disability	60% of salary with offsets
Monthly Benefit Maximum	\$3,000.00
Monthly Benefit Elimination Period	90 consecutive calendar days

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 professional 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 professional 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 professional employees whose coverage ends at the end of the month in which they terminate, unless the professional employee chooses to extend their coverage as per the COBRA guidelines in place at the time of termination.

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 31
EMPLOYMENT BEYOND NORMAL SCHOOL YEAR

Professional employees who are employed in the same or a similar capacity beyond 185 on-the-job days, shall receive additional per diem compensation calculated as 1/185 of their regular annual salary. The usual work year will be within the period of the agreed upon contracted school year per Article 13. The same or similar capacity of employment shall include only work which the Board specifically requires to be performed which includes curriculum development, but does not include any staff development work. Provided that compensation requests are made in a timely manner, (six (6) working days prior to payment) compensation for extra days shall be paid by the next pay period.

New professional employees shall be required to participate in orientation and will be compensated pursuant to this Article.

The school administration will work cooperatively with the Association to plan the agenda of activities and schedule for all non-student workdays.

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 32
DURATION CLAUSE

This three year contract shall be effective July 1, 2024 and remain in effect until June 30, 2027. The Salary schedule will be as in Appendix A.

The parties have caused this Teacher Evaluation Plan to be signed by their respective authorized representatives.

For the Lyme Education Association/NEA-NH:

Kath S Clark

4-15-24

Amanda M Brum

4/15/24

The Lyme School Board

Joseph P. Vongers

4/18/24

[Signature]

4/18/24

[Signature]

4/18/24

[Signature]

4/18/24

[Signature]

4/18/24

[Signature]

4/18/24

[Signature]

4/18/24

Salary Schedule for 2024-2025
Year 1

6% Base Increase
.0375 Step Increment

New Base
\$53,854

Step	Index	BA	Index	BA15	Index	MA/BA30	Index	MA15	Index	MA30
1	1.0000	\$53,854	1.0375	\$55,874	1.0750	\$57,893	1.1125	\$59,913	1.1500	\$61,933
2	1.0375	\$55,874	1.0750	\$57,893	1.1125	\$59,913	1.1500	\$61,933	1.1875	\$63,952
3	1.0750	\$57,893	1.1125	\$59,913	1.1500	\$63,952	1.1875	\$65,972	1.2250	\$67,991
4	1.1125	\$59,913	1.1500	\$63,952	1.2250	\$67,991	1.3000	\$70,011	1.3375	\$72,030
5	1.1500	\$61,933	1.1875	\$65,972	1.3000	\$70,011	1.3375	\$72,030	1.4125	\$76,069
6	1.1875	\$63,952	1.2250	\$67,991	1.3750	\$74,050	1.4500	\$78,089	1.4875	\$80,108
7	1.2250	\$65,972	1.2625	\$69,991	1.4125	\$76,069	1.4500	\$78,089	1.5250	\$82,128
8	1.2625	\$67,991	1.3000	\$70,011	1.4875	\$80,108	1.5250	\$82,128	1.5625	\$84,147
9	1.3000	\$70,011	1.3375	\$72,030	1.5250	\$82,128	1.6000	\$86,167	1.6375	\$88,187
10	1.3375	\$72,030	1.3750	\$74,050	1.6000	\$86,167	1.6375	\$88,187	1.6750	\$90,206
11	1.3750	\$74,050	1.4125	\$76,069	1.6750	\$90,206	1.6750	\$90,206	1.7125	\$92,226
12										
13										
14										
15										
16										

Longevity Awards:

A professional staff member who has:

1. 15 years - max step & track 5.00% \$2,693
2. 20 years - max step & track 7.50% \$4,039
3. 25 years - max step & track 10.00% \$5,385

Salary Schedule for 2025-2026
Year 2

3% Base Increase
.0375 Step Increment

Step	Index	BA	Index	BA15	Index	MA/BA30	Index	MA15	Index	MA30
1	1.0000	\$55,470	1.0375	\$57,550	1.0750	\$59,630	1.1125	\$61,710	1.1500	\$63,790
2	1.0375	\$57,550	1.0750	\$59,630	1.1125	\$61,710	1.1500	\$63,790	1.1875	\$65,871
3	1.0750	\$59,630	1.1125	\$61,710	1.1500	\$63,790	1.1875	\$65,871	1.2250	\$67,951
4	1.1125	\$61,710	1.1500	\$63,790	1.1875	\$65,871	1.2250	\$67,951	1.2625	\$70,031
5	1.1500	\$63,790	1.1875	\$65,871	1.2250	\$67,951	1.2625	\$70,031	1.3000	\$72,111
6	1.1875	\$65,871	1.2250	\$67,951	1.2625	\$70,031	1.3000	\$72,111	1.3375	\$74,191
7	1.2250	\$67,951	1.2625	\$70,031	1.3000	\$72,111	1.3375	\$74,191	1.3750	\$76,271
8	1.2625	\$70,031	1.3000	\$72,111	1.3375	\$74,191	1.3750	\$76,271	1.4125	\$78,351
9	1.3000	\$72,111	1.3375	\$74,191	1.3750	\$76,271	1.4125	\$78,351	1.4500	\$80,431
10	1.3375	\$74,191	1.3750	\$76,271	1.4125	\$78,351	1.4500	\$80,431	1.4875	\$82,512
11	1.3750	\$76,271	1.4125	\$78,351	1.4500	\$80,431	1.4875	\$82,512	1.5250	\$84,592
12					1.4875	\$82,512	1.5250	\$84,592	1.5625	\$86,672
13					1.5250	\$84,592	1.5625	\$86,672	1.6000	\$88,752
14					1.5625	\$86,672	1.6000	\$88,752	1.6375	\$90,832
15					1.6000	\$88,752	1.6375	\$90,832	1.6750	\$92,912
16							1.6750	\$92,912	1.7125	\$94,992

Longevity Awards:

A professional staff member who has:

1. 15 years - max step & track 5.00% \$2,773
2. 20 years - max step & track 7.50% \$4,160
3. 25 years - max step & track 10.00% \$5,547

Salary Schedule for 2026-2027
Year 3

3% Base Increase
New Base
.0375 Step Increment \$57,134

Step	Index	BA	Index	BA15	Index	MA/BA30	Index	MA15	Index	MA30
1	1.0000	\$57,134	1.0375	\$59,277	1.0750	\$61,419	1.1125	\$63,562	1.1500	\$65,704
2	1.0375	\$59,277	1.0750	\$61,419	1.1125	\$63,562	1.1500	\$65,704	1.1875	\$67,847
3	1.0750	\$61,419	1.1125	\$63,562	1.1500	\$65,704	1.1875	\$67,847	1.2250	\$72,132
4	1.1125	\$63,562	1.1500	\$65,704	1.1875	\$67,847	1.2250	\$72,132	1.3000	\$74,274
5	1.1500	\$65,704	1.1875	\$67,847	1.2250	\$69,989	1.2625	\$74,274	1.3375	\$76,417
6	1.1875	\$67,847	1.2250	\$69,989	1.2625	\$72,132	1.3000	\$74,274	1.3750	\$78,559
7	1.2250	\$69,989	1.2625	\$72,132	1.3000	\$74,274	1.3375	\$76,417	1.4125	\$80,702
8	1.2625	\$72,132	1.3000	\$74,274	1.3375	\$76,417	1.3750	\$78,559	1.4500	\$82,844
9	1.3000	\$74,274	1.3375	\$76,417	1.3750	\$78,559	1.4125	\$80,702	1.4875	\$84,987
10	1.3375	\$76,417	1.3750	\$78,559	1.4125	\$80,702	1.4500	\$82,844	1.5250	\$87,129
11	1.3750	\$78,559	1.4125	\$80,702	1.4500	\$82,844	1.4875	\$84,987	1.5625	\$89,272
12					1.4875	\$84,987	1.5250	\$87,129	1.6000	\$91,415
13					1.5250	\$87,129	1.5625	\$89,272	1.6375	\$93,557
14					1.5625	\$89,272	1.6000	\$91,415	1.6750	\$95,700
15					1.6000	\$91,415	1.6375	\$93,557		
16					1.6750	\$95,700	1.7125	\$97,842		

Longevity Awards:

A professional staff member who has:

1. 15 years - max step & track 5.00% \$2,857
2. 20 years - max step & track 7.50% \$4,285
3. 25 years - max step & track 10.00% \$5,713

Appendix B
LYME SCHOOL DISTRICT

Incentive for Teacher Excellence (ITE) Program
Teacher Driven and Institutionally Directed

PURPOSE:

The Incentive for Teaching Excellence (ITE) program is designed to encourage professional growth opportunities for the members of the LEA. The grant funding for this program was agreed upon in the 2024-2027 CBA (Article 26). This program provides funding for professional growth with the purpose of supporting innovative teaching. This includes the introduction of new programs, teaching strategies and methods, or improvement of existing ideas and programs.

FUNDING ALLOCATION:

- \$7,500 of the agreed-upon \$15,000 will be allocated for teacher-driven proposals.
- \$7,500 of the \$15,000 will be allocated for institutionally directed professional development to be realized throughout the school year and summer.
- All proposals should include an application that designates whether the submission is a teacher-driven proposal or institutionally directed professional development.

TEACHER-DRIVEN PROPOSALS:

- **GOALS:** The teacher-driven program should allow Lyme School teachers to innovate educational programs, including the introduction of new programs, teaching strategies and methods, or improvement of existing ideas and programs.
- **PROPOSALS AND SUBMISSION DUE DATES:**
Submissions are due **May 15, October 1 and January 15.**
- **PROPOSAL REQUIREMENTS:**
 - Application of Proposal (attached), which includes:
 - Description of plan and purpose
 - Description of how this project addresses the curriculum needs of the school
 - Description of how this project/proposal meets the stated purpose of the ITE Grant program stated above.
 - Delineation of goals/outcomes
 - Timeframe for participation, implementation and completion
 - Requested Budget/Grant Amount (see below for eligible reimbursable expenses)
- **TIMEFRAME FOR PROPOSALS, REIMBURSEMENT REQUESTS, & IMPLEMENTATION**
 - **May 15** proposals for activities taking place after July 1 (start of next FY) must have all funding/reimbursement requests submitted prior to June 30th of the following fiscal year. Reimbursement requests for activities completed before June 30th of the current year need to be submitted prior to June 30 of the current year.

- **Oct 1 and January 15th** proposals must have all funding/reimbursement requests submitted prior to June 30th of that fiscal year. For example, a January 15, 2025 proposal must be completed and reimbursement requested prior to June 30, 2025.
- **REVIEW AND APPROVAL PROCESS:**
Proposals received by the due date will be reviewed by a 4 person committee consisting of one member of the School Board, (2) members of the professional staff, and the Superintendent or a designee. It is the responsibility of the Administration member to schedule a review meeting.

Each member of the committee will review and evaluate each proposal using the grant application review form (attached) to confirm that it meets the above criteria. If the criteria are met, the committee will allocate all or partial funds. The total single allocation should not exceed \$2,500. A unanimous vote is required for each proposal approval.

If the requests that meet the criteria exceed the funding, the committee will give preference to applicants who have not received a grant previously or recently and/or to the applications deemed the most deserving.

Decisions for approvals will be completed and applicants will be notified on or before **June 15, October 31, and February 15th**. Proposals that are not approved may be resubmitted for consideration if there are available funds.

- **IMPLEMENTATION:**
Once a proposal has been approved, the professional staff member is responsible for implementing the proposal within the stated time frame. Should unforeseen circumstances arise that would require a modification to an approved proposal, administrative approval must be obtained before proceeding with a modified plan.
- **SUMMARY REPORT:**
After implementation of a teacher-driven plan, the professional staff member should make a public presentation to staff members and provide a written statement to the Board that includes:
 - description of completed project/experience
 - intended and met goals
 - expected curricular impact

INSTITUTIONALLY DIRECTED PROFESSIONAL DEVELOPMENT:

This portion of the agreed-upon amount can be utilized if other available sources have first been considered and/or previously expended.

- **GOALS:**
The institutionally driven portion of the funds will be used, throughout the school year and summer, to develop initiatives identified by the administration to advance the institutional goals. The Administrative Team will meet by September 15th of each school year to develop that year's institutional goals.
- **REVIEW AND APPROVAL PROCESS:**
Proposal opportunities initiated by the Administration will be brought before a 4 person committee consisting of one member of the School Board, 2 members of the professional staff,

and the Superintendent or a designee. It is the responsibility of the Administration member to schedule a meeting to present these proposals. The committee will review the proposals for their purpose, their alignment with current Institutionally Driven goals and their equity among the professional staff.

Proposals will be considered on a rolling, as-needed basis throughout the school year.



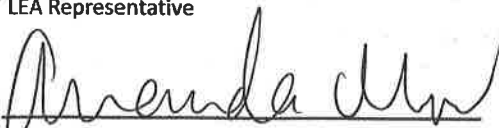

ELIGIBLE REIMBURSABLE EXPENSES FOR BOTH FUNDING CATEGORIES:

Expense reimbursement must comply with Board Policy GCI & GCI-R and may include:

- Materials (supplies necessary for program development)
- Resources (professional books, consultants, technology)
- Registration/Course fees
- Travel expenses

Stipends for project time beyond regular contract hours are calculated at the hourly rate of Step 2 Track 6 on the salary schedule.

Expenditures (i.e. event registration, materials) of the ITE grant can be approved through a PO, or other approved means, prior to the event or project but must be allocated before June 30. Travel/Lodging costs would be reimbursed following the event, provided they were included in the initial proposal, and conform to Board Policy GCI and GCI-R.

 _____ LEA Representative	9-3-24 _____ Date	 _____ School Board Representative	9/3/24 _____ Date
 _____ LEA Representative	9-3-24 _____ Date	 _____ Superintendent or Designee	9-3-24 _____ Date

Lyme School ITE Grant Proposal Application

Name of Applicant(s):

Date of Submission:

Type of Grant

Teacher-Driven

Institutionally-Driven

Please use the space below to describe the professional development opportunity, project, or program you would like to submit for consideration of an ITE Grant. Please ensure to include the following information:

- plan and purpose of your proposal
- Specific goals and anticipated outcomes
- timeline for participation, implementation and completion

Please share with the committee how you feel this project, program, or experience will support innovative teaching, the introduction of new programs, teaching strategies and methods, or expand upon and improve existing ideas and programs at the Lyme School. How does this proposal meet curriculum needs and/or institutional goals of the school?

What is the Grant Amount you are seeking? Please provide a detailed outline of the budget required for this proposal. Please note: Expense reimbursement must comply with Board Policy GCI & GCI-R and may include:

- Materials (supplies necessary for program development)
- Resources (professional books, consultants, technology)
- Registration/Course fees
- Travel expenses (see Policies GCI & GCI-R for rates)

If there is anything else you would like to share with the committee, please use the space below.

Please submit this application to the Superintendent. The ITE Committee will convene and review all submissions after the application deadline and will let you know if we have additional questions, need further information, and the committee's decision regarding approval for this proposal.

ITE COMMITTEE
ITE Grant Application Review

Name of Applicant(s):			
Proposal Description			
Date of Submission:			
Fiscal Budget Year:			
Type of Grant	<input type="checkbox"/> Teacher-Driven	<input type="checkbox"/> Institutionally-Driven	

COMMITTEE CONSIDERATION CHECKLIST	YES	NO	UNSURE	N/A
Written Proposal includes required information:				
• description of plan and purpose				
• description of how this project addresses the curriculum needs of the school				
• description of how this project/proposal meets the stated purpose of the ITE grant program				
• Clearly stated goals/outcomes				
• Timeframe for Program/project participation, implementation, & completion				
• Requested Budget/Grant Amount				
Determination whether proposal meets purpose & description of the ITE Grant Program				
• Will the activity meet curriculum needs/wants for the school?				
• Does the proposal support innovative teaching (defined as...				
• Will this proposal support the introduction of new program development at the Lyme School?				
• Does this support the introduction of new teaching strategies and methods to be used at the Lyme School?				
• Will this PD, project, or program expand upon and improve existing ideas and programs at Lyme School?				
• This proposal meets institutional goals				
Consider whether proposal meets the criteria to be funded partially or fully through other funding sources				
• Are there federal, state, or local grants that could support funding for this proposal in part or full? ○ Other considerations:				

ITE COMMITTEE
Grant Application Decision

Name of Applicant(s):		
Proposal Description		
Fiscal Budget Year:		
Type of Grant	<input type="checkbox"/> Teacher-Driven	<input type="checkbox"/> Institutionally-Driven

ITE COMMITTEE DECISION		DATE: _____
The proposed Grant is :	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	APPROVED for FULL Funding APPROVED for PARTIAL Funding NOT APPROVED for an ITE Grant at this time
Committee Comments:		

Committee Members:	
Name/Role	Signature

Administrator submits this form to the SAU Business Office and Applicants.

TEACHER EVALUATION PLAN

PART ONE: INTRODUCTION

Purpose and Philosophy

Performance evaluation is designed to encourage the continuous improvement of each teacher's professional work by identifying and documenting individual strengths and needs. The Lyme School District Teacher Evaluation Plan is based on the conviction that the promotion of professional proficiency and growth fosters student learning. Moreover, the plan also ensures the professional accountability of individual teachers by providing useful and relevant data about teacher performance to the school district's administration.

Committee

The Lyme Teacher Evaluation Plan is the product of a committee that was created by the collective bargaining agreement between the Lyme School Board and the Lyme Education Association in 2012.

The committee was charged with the task of revising the teacher evaluation plan for the school district. The initial committee was originally directed by the terms of the collective bargaining agreement to "consider, and take guidance from, the model and definition of effective teaching presented in October 2011 by the New Hampshire Task Force on Effective Teaching and the Lyme School District Professional Development Master Plan." The committee's work focused on: (a) defining a set of criteria for teacher effectiveness, (b) establishing standards of teacher proficiency for those criteria, and (c) developing guidelines, procedures, and schedules for a fair, comprehensive, and rigorous system to evaluate teachers.

The current committee includes the following individuals:

- Connie Balch, Teacher
- Amanda Burns, Teacher
- Jill Collins, Teacher
- Kate Cook, Teacher
- John D'Entremont, Principal
- Elise Foxall, Academic Director
- Trisha Gautreau, Teacher
- Ashley Sanders, Teacher
- Heather Stadheim, Teacher

The teacher evaluation plan has been revised several times since 2012.

Principles

While assessing the core principles of effective teaching enumerated by the New Hampshire Task Force on Effective Teaching, the Lyme Evaluation Committee consistently focused on five of the principles that directed its deliberations and recommendations:

1. The primary purpose of an evaluation system is to enhance the growth and learning of students and teachers.
2. Public schools must create fair and rigorous systems of evaluation in order to promote student growth and to ensure accountability.
3. Effective teaching is the most important factor in directing student learning, and an evaluation system should explicitly identify the elements of effective teaching and regularly evaluate and provide feedback regarding each teacher's ability to use the elements.
4. An evaluation system that is directed to ensure effective teaching must be the product of a collaborative effort amongst the multiple constituencies of a school community.
5. The reliability of an evaluation system requires the use of multiple measures and evaluators of teacher effectiveness and student performance.

Key Elements of the Evaluation Plan

- Every teacher is assigned an evaluation cycle of either one or three years based on contract status. Each year a summative evaluation is compiled by the administrative team, and it will be presented and discussed in a meeting between the teacher and the principal in March.
- The summative evaluations compile information from classroom, administrator observation and that information will be assessed by the team of evaluators according to the performance standards and rubrics for teacher effectiveness that have been established in this plan.
- The plan establishes performance standards and rubrics for teacher effectiveness based on Charlotte Danielson's *Enhancing Professional Practice: A Framework for Teaching*. Performance standards are established for all aspects of the evaluation including formal classroom observations and walkthroughs. The standards and rubrics address the four Danielson domains, i.e. Planning and Preparation, the Classroom Environment, Instruction, and Professional Responsibilities. The final determination of strengths and weaknesses, recommendations, and rating are ultimately based on the accompanying rubrics.
- The summative evaluation for each teacher concludes with a rating of Proficient, Proficient with monitoring, or Monitoring/In Need of Improvement as made by the administrators involved in the process. That rating affects each teacher's subsequent evaluation cycle, and can potentially affect his or her contract status.

PART TWO: EVALUATION CYCLE

The Evaluation Cycle for every teacher culminates in a Summative Evaluation with a statement of strengths and weaknesses, recommendations, and a final rating based on what is described below:

Observations - Components of Effective Teaching

Continuing contract educators will be observed formally once over the course of their three year certification cycle with informal observations the other two years. Non-continuing contract educators will be observed formally each year until the educator moves to continuing contract. Each teacher's performance is rated according to the components of effective teaching from Charlotte Danielson's *Enhancing Professional Practice: A Framework for Teaching* and modified for use in this plan. The committee maintains that these components constitute the elements of good teaching, and it proposed that they be used as the basis for judging a teacher's performance. Each observer completes a feedback form assessing the teacher's performance in accordance with the standards, and that form is provided to the teacher for review and subsequently utilized in the compilation of the yearly summative evaluation.

PART THREE: EVALUATION RATINGS

Every teacher is rated each school year. Teachers holding probationary contracts as defined by NH RSA 189:14-a are assigned to one-year evaluation cycles, but are rated as Proficient or Monitoring/In Need of Improvement as described below. Teachers holding continuing contracts are assigned one of the ratings as follows:

1. **Proficient.** These are teachers who are judged by the evaluating administrators to have performed at a level of "proficient" or "distinguished" across the multiple performance standards included in the evaluation process and to have merited the overall rating of Proficient. The cycle for each Proficient Teacher holding a continuing contract is three years. The cycle for a Proficient Teacher holding a non-continuing contract is one-year.
2. **Monitoring/In Need of Improvement.** These are teachers who are assigned the status of Monitoring/In Need of Improvement through either (a) a result of the evaluation process or (b) the decision of the principal and/or superintendent based on evaluation criteria and a documented deficiency in a particular domain. A rating of Monitoring/In Need of Improvement must be supported by written statements of the evidence or events that were utilized in making the judgment. A teacher with a rating of Monitoring/In Need of Improvement is placed on an Improvement Plan written by the principal in consultation with the teacher. The Improvement Plan includes the following: (a) goals, benchmarks, and timelines for the improvement of performance, (b) a description of activities that the teacher must complete, and (c) a listing of supports such as mentoring assistance that will be provided by the school. If a teacher continues with a Monitoring/In Need of Improvement status for more than one year, that status becomes a factor in subsequent decisions about the teacher's contract renewal.

PART FOUR: OVERVIEW OF EVALUATION PROCESS

Every teacher participates in the evaluation process. Teachers assigned to one-year cycles include the following:

1. *Probationary Teachers.* These are teachers who have not attained an experienced educator license/continuing contract status as defined by state regulation (RSA 189:14-a). The evaluation cycle for a newly hired experienced educator or beginning educator certificate holder is a one-year with a formal observation. The status of teachers in the final year of their probationary contracts are reviewed by the principal. If a teacher's summative evaluations have rated them as Proficient and without explicitly stated concerns or a change in role and if there have been no other performance or disciplinary citations for at least the three previous years, then that teacher may be informally observed in their final year. Every Probationary Teacher is also rated as Proficient or Monitoring/In Need of Improvement at the conclusion of each one-year cycle.
2. Teachers *Monitoring/In Need of Improvement.*

All other teachers, i.e. teachers with continuing contracts and with ratings of Proficient, are observed based on the Observations - Components of Effective Teaching above.

Educators must be notified of their evaluation categories either by June 1 of the prior year or as part of the hiring process for newly-hired teachers.

Each teacher's three-year evaluation cycle matches his or her three-year professional development cycle whenever possible.

Teachers are welcome to have a meeting to develop professional goals by October 31st at their request.

Evaluators and Observations

The following may conduct observations as described:

- The Principal (All Domains or specific domains if necessary).
- The Student Services Director (All Domains or specific domains if necessary)
- The Academic Director (All Domains or specific domains if necessary).
- An impartial, professional evaluator who is otherwise unaffiliated with the school (All Domains or specific domains if necessary).

Colleagues may conduct observations of each other for professional development purposes and can count those hours towards recertification.

Years 1, 2, and 3 of the Certification Cycle

The purpose of the first two years in the three year cycle is to promote on-going learning and skill development relative to professional practice. Teachers should always engage in thoughtful self and peer assessments,

personal reflection on teaching practices, and ongoing feedback as outlined in the Professional Development Master Plan.

The purpose of the summative component is to provide a snapshot of a professional educator's practice which validates professional growth and competence, provides public assurance of teaching effectiveness, and supports and ensures continued improvement through a summative assessment of teacher performance in the classroom and school. The summative process for each teacher takes place as follows:

- Completion and review of the Individual Professional Development Plan (IPDP) as outlined by the Professional Development Master Plan.
- During the period of November 1 to April 15, the teacher is engaged in one formal or one informal event associated with the Evaluation Process each year. These events include either a formal or informal classroom observation. An informal classroom observation is defined as an observation which is not scheduled and where the observer stays in the classroom observing not less than 20 minutes. Upon completion of either a formal or informal observation, the observer will share a write-up with the teacher who was observed. A brief post-observation meeting immediately after the observation where the observer reviews notes is required. Another meeting is highly encouraged but not required typically within a week or earlier if possible to review the feedback completed by the observer. Observers may also conduct additional formal or informal observations or a teacher might request additional observations, and information from those observations may be included in the yearly summative documentation.
- The teacher meets with their supervisor or designated member of the Administration prior to March 31st to review progress and to discuss the summative evaluation. Included in that review is a final summative report by the principal based on his or her consultation with the administrative team and includes (a) a compilation of the teacher's professional strengths and needs including written references to specific events or behaviors whenever possible, (b) comment on the progress of the IPDP, and (c) the team's recommendation regarding the teacher's evaluation rating and status.
- **Note that by statute, RSA 189:14-a, any teacher whose contract may be non-renewed through the evaluation process must be notified of that action prior to April 15 or within 15 days of the adoption of the district budget by the legislative body, whichever is later, if that teacher is not to be renominated or reelected, provided that no notification shall occur later than the Friday following the second Tuesday in May.**

Confidentiality

Evaluation reports and data are part of each teacher's personnel file. As such, they are subject to Lyme School District Policy GAK. A Teacher may review the contents of his or her official personnel file in the SAU office upon request to the Superintendent.

Appeal

Any teacher who seeks to appeal a final summative judgment of Monitoring/In Need of Improvement may do so prior to June 30 following the evaluation in writing to the Superintendent who will conduct a subsequent

meeting with the teacher. A teacher may also attach a letter of dissent or additional information about anything in their Summative Evaluation in their personnel file.

Important Dates

- September 1 - October 31 - Period of individual meetings for all staff or electronic correspondence with the designated member(s) of the Administration for conducting their self-assessment and goal-setting.
- November 1 - April 15 - Period of classroom observations.
- April 15 - Notification date for non-renewals of employment contracts.
- April 15 - End of School Year - Completion of summative evaluation meetings between the principal and all teachers.
- June 30 - End of the period for appeals of evaluation ratings or statements

PART FIVE: PLAN REVIEW AND AMENDMENTS

This plan is reviewed annually prior to June 15 by the standing Evaluation Committee, and the committee may produce amendments and recommendations for revision. Any changes must be approved by both the School Board and the LEA in order to become effective as stated in the collective bargaining agreement between the two parties: "This plan may be changed by mutual consent of the LEA and the District."

APPENDIX A: SAMPLE PROCEDURES AND BEST PRACTICES

The procedures discussed herein are intended to reflect what is currently in place at the time of this revision of the document. Procedures likely will evolve over time. Currently, the practice reflects the following steps/stages:

- **Initial Contact:** This conversation via email or in person provides context to the forthcoming observation and an opportunity to review the goals for the evaluation (which Domains will be the focus of the process) and how these goals could be observed. It also provides the teacher the opportunity to share the context of a lesson if a classroom observation is to take place.
- **Observation:** Teacher is observed by multiple individuals focusing on appropriate Domains.
or
- **Goal Initiative:** Teacher and the designated member of the Administration meet and select a specific professional goal to work on together. The designated member of the Administration rates the teacher's progress on meeting the goal at each check in and notes specific actions the teacher has taken toward meeting the goal. A summary narrative on the goal work is written at the end of the school year.
- **Initial Follow Up:** Following the observation, the observer and teacher can discuss the general impressions and suggestions which come from the observation in a timely manner. Notes from the observation will be shared as soon as possible and can be modified after the meeting.

- **Post Observation:** Following the observation and upon completion of the written observation report, the teacher and observer can meet to review the report and discuss the feedback and suggestions in greater detail.
 - Prior to the meeting to develop the summative reports all classroom observations are shared with the teachers.
- **Summative Report:** Once the observations are completed, observers meet to review observation reports and reflect on the 4 domains for each teacher. Observers identify the areas of particular strength, areas in need of improvement and areas for continued investigation based on the domains. This report summarizes the process and sets the status of the teacher as discussed in Part four of this document. Once the Summary Report is completed it will be shared with the teacher. The teacher and the principal will meet and discuss the report. Aspects of this Summary Report may inform the teacher's professional goals for the following year.

