

LITCHFIELD SCHOOL BOARD'S TENTATIVE AGREEMENT
WITH THE LITCHFIELD EDUCATION ASSOCIATION

June 6, 2019

The School Board makes the following tentative agreement with the Association. Items in bold are to be added and items struck-through are to be deleted. This tentative agreement is conditional upon: (1) the full memberships of the Board and the Association ratifying it, (2) the court approving a special meeting, and (3) the voters of Litchfield approving the ratified tentative agreement at the special meeting.

ARTICLE VI – INSURANCE PROVISIONS

Amend the fourth paragraph in Article VI(A):

“A teacher who elects no health insurance shall receive an annual payment. To receive this payment, a teacher must sign a waiver form (Appendix C-D) and show proof of ~~other insurance coverage that is not subsidized (e.g., not subsidized under the Patient Protection and Affordable Care Act)~~ **coverage by alternative insurance, for the employee and others for whom the employee expects to claim a personal exemption deduction, from a non-District source that provides minimum essential coverage (other than in the individual market).** The amount of the annual payment shall equal \$1000 minus any penalty imposed on the School District because the employee receives an insurance subsidy (e.g., under the Patient Protection and Affordable Care Act). A prorated payment of \$1000 may be issued in the event that a teacher starts coverage during the year, under a qualifying event, subject to insurance carrier provisions.”

ARTICLE VIII – WORKING CONDITIONS

The Board has withdrawn its proposal to amend the last paragraph in Article VIII(I) (blizzard bags).

The Association has withdrawn its proposal to add new Article VIII(M) (limitations on changing students' grades).

ARTICLE IX – COMPENSATION

Amend Article IX(F):

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“Teachers serving as co-curricular advisors, athletic coaches or coordinators, or serving in special assignments as defined specifically in the collective bargaining agreement Appendix A3 B will be paid according to listed negotiated amounts by tier or as subsequently revised. The School Board retains the right to annually designate which positions will be filled and may add activities in accordance with the procedures as described in Appendix A3 B. In the event a stipend position has not been filled for four (4) consecutive years, the Board may choose to delete that activity from those listed in Appendix A3 B.”

The Association has withdrawn its proposal to add new Article IX(H) (tuition free attendance by children of teachers).

ARTICLE X – SEVERANCE

Amend the second paragraph in Article X:

“In order to receive payment in the first payroll in July of the following fiscal year, the staff members must provide notice to the District no later than November 1 of the school year in which the separation occurs. If notice is received on or after November 2 of the school year in which separation occurs, severance will be paid in the first payroll in July of the second fiscal year after separation. However, should the staff member wish to receive payment in ~~June~~ **of July immediately after** the separating year, notice must be provided by November 1 of the school year prior to separation.²

² For example, if an eligible staff member retires on June 30, 2020, the staff member will receive payment in July 2020 if he/she provides notice by November 1, 2019; however, if the staff member provides notice on or after November 2, 2019, he/she will receive payment in July 2021.”

ARTICLE XIII – GRIEVANCE PROCEDURE

Amend the first sentence in the last paragraph in Article XIII(B)(3):

“The Superintendent ~~may~~ **will** schedule a meeting at a time mutually convenient to discuss the grievance with the employee and the Association.”

Amend the first sentence in the last paragraph in Article XIII(B)(4):

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“The School Board ~~may~~ **will** schedule a meeting at a time mutually convenient to discuss the grievance with the employee and the Association.”

ARTICLE XIV – ASSOCIATION RIGHTS

Amend Article XIV(3):

~~“Any bargaining unit member who elects not to join the LEA shall pay an annual service fee not to exceed actual Associations dues. The Association shall certify to the Board by October 15 the amount of the annual service fee. Said fee will be deducted from the pay checks of non-members upon signed acknowledgement and transmitted to the Association in the same manner as membership dues.”~~

The Association shall hold the Board harmless against any and all claims, demands, liabilities, law suits, counsel fees, or other costs which may arise out of, or be by reason of, actions taken against the Board as a result of the provisions of this section.”

ARTICLE XVI – REDUCTION IN FORCE

Amend the Grade Level and Subject Area table in Article XVI(C)(1):

<u>Grade Level</u>	<u>Subject Area</u>
Pre-K	
Pre-K through 5th 4 th grade	
6 th 5 th through 8 th grade	Language arts, social studies, math, science, reading, guidance, Spanish or other primary assignments
9 th through 12 th grade	English, social studies, math, science, reading, guidance, Spanish, French, business education, or other primary assignments
Pre-K through 12 th grade	Music, art, special education, library, physical education/health, family and consumer science, technology

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education, computer education,
school nurses, speech
pathologists, occupational
therapists and transition
specialists.”

APPENDIX A – SALARY AND CO-CURRICULAR SCHEDULES

Re-number Appendices A-3 and B, C and D as Appendices B-E, respectively.

MEMORANDUM OF AGREEMENT – CO-CURRICULAR COMMITTEE

Add the following Memorandum of Agreement:

“A joint committee shall be established to study and make recommendations for revisions to the athletic, co-curricular and special assignment stipends that are set forth in Appendix B. The committee shall consist of six members, three appointed by the Association and three appointed by the School Board. The committee shall begin meeting no later than November 1, 2019, and shall submit its recommendations in writing to the Association and to the School Board no later than May 1, 2020. The committee’s recommendations shall total no more in cost for the School District’s annual stipends than the stipends that are listed in Appendix B for 2019-20. The committee’s recommendations shall not be binding upon either the Association or the Board. If, after receiving the committee’s recommendations, the Association and the School Board agree to modify the stipends in Appendix B, the modification shall be placed in writing and appended to the collective bargaining agreement.”

ARTICLE V – TEMPORARY LEAVE OF ABSENCE

Amend Article V(A)(1):

~~“Teachers will be entitled to fifteen (15) sick leave days each school year for personal and immediate family injury or illness defined as an injury or illness of the teacher, teacher’s child, spouse, parent or member of household. Job sharers and part-time employees earn a proportional equivalent to full-time employees each year. Unused sick leave days may be accumulated from year~~

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~~to year, with a maximum limit of one hundred and twenty-five (125) days.~~

~~Starting in the 2016-17 school year and thereafter, teachers~~
Teachers who started prior to the 2016-17 school year will be entitled to twelve (12) sick days a year for personal and immediate family injury or illness defined as an injury or illness of the teacher, teacher’s child, spouse, parent or member of the household. Job sharers and part time employees earn a proportional equivalent to full time employees each year. Unused sick leave days may be accumulated from year to year, with a maximum limit of one hundred and twenty-five (125) days.

Newly employed teachers starting in the 2016-2017 school year or thereafter, will be entitled to ten (10) sick days each school year for personal and immediate family injury or illness defined as an injury or illness of the teachers, teacher’s child, spouse, parent or member of the household. Unused sick leave days may be accumulated from year to year, with a maximum limit of one hundred and ten (110) days.

Teachers shall provide a physician’s written explanation when they use four or more consecutive sick days.”

Replace the first clause in Articles V(I)(1) and V(J)(1) with “Any teacher who has ~~acquired continuing contract status in keeping with RSA 189:14~~ **a completed three school years as a teacher in the Litchfield School District,**”

ARTICLE VI – INSURANCE PROVISIONS

Amend the first paragraph in Article VI(A):

“The District shall offer each full-time member of the bargaining unit the opportunity to participate in School Care Red (formerly Open Access Plus) Rx 10/30/65 or School Care Green (formerly HMO) Rx 10/30/65 with \$30 office visit, \$50 urgent care and \$100 emergency room copayments **for 2019-2020; and School Care Yellow with ChoiceFund or School Care Yellow without ChoiceFund for 2020-2021 and 2021-2022.** The District and employee will pay **each year the following percentages of the premium:**

	<u>Employer</u>	<u>Employee</u>
<u>2019-2020:</u>		
Red (Open Access)	83%	17%
Green (HMO)	82%	18%

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2020-2021:

Yellow with Choice Fund	88%	12%
Yellow without Choice Fund	90%	10%”

2021-2022:

Yellow with Choice Fund	87%	13%
Yellow without Choice Fund	89%	11%”

ARTICLE VIII – WORKING CONDITIONS

Amend Article VIII(C)(1):

“The Board recognizes the value of planning time for teachers and will continue to work for implementing the same. Every effort will be made to provide a substitute for all absent teachers, except in those cases in which a qualified substitute cannot be obtained.

Full-time “teachers” (which for the purpose of this paragraph shall mean exclusively teachers engaged in classroom teaching and shall exclude the following: nurses at all schools, media specialists at LMS and CHS, and guidance counselors unless they are engaged in classroom teaching) of grades pre-K-12 shall be granted unencumbered planning time. Full-time teachers of grades pre-K-5 shall have 240 minutes per week (in at least 25 consecutive minute segments for pre-kindergarten ~~and kindergarten~~ teachers and at least 30 minute segments for grade ~~1-5~~ **K-4** teachers). Teachers of grades ~~6~~ **5-8** shall have 225 minutes per week. Teachers of grades 9-12 shall have 450 minutes per week, one block per day, for planning time as long as the current block schedule system is maintained. Part-time teachers’ planning time shall be pro-rated based on their hours of service.”

Amend the example in footnote 1 of Article VIII(F):¹

“¹ For example, a teacher who teaches two Algebra I classes, two Algebra II classes and one Geometry class, **and has an advisory**, at the same time will have one subject area (mathematics), three courses, three preparations, five classes and five teaching periods.”

Amend the first paragraph in Article VIII(G):

¹ This is a clarification only, and reflects past practice. Advisories are not subject areas, courses, preparations, classes or teaching periods.

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“The normal work day for teachers of Grades Pre-K through 8 shall be seven and a quarter (7 ¼) hours. The normal work day for teachers of Grades 9 through 12 shall be seven and one-half (7 ½) hours. **Those hours include at least 10 minutes before and 10 minutes after the student day during which teachers must be at school.**²”

The parties agree not to amend the second paragraph in Article VIII(G); however, the parties acknowledge that the administration may track the evening responsibilities performed by teachers.

With regard to Article VIII(I), the School Board notified the Association that it intends to discontinue the post-school year competency program. No change to the collective bargaining agreement is necessary to effectuate this change because the CBA is silent about the program. This notice was provided so the Association had an opportunity to negotiate over the impact of the change if it wished to do so.

Amend the second paragraph in Article VIII(I):

~~“Students shall begin school after Labor Day when Labor Day falls on September 1, 2, or 3 no earlier than 5 calendar days before Labor Day. Students shall begin school before Labor Day when Labor Day falls on September 4, 5, 6, or 7.”~~

Both parties have withdrawn their proposals to amend the third paragraph in Article VIII(I) (186 work days including 6 non-instructional days).

With regard to the last sentence in the third paragraph of Article VIII(I), the School District notified the Association that, effective July 1, 2020, the School District will discontinue the practice of some teachers working days which are contracted in excess of the 186-day work year outside school buildings, and will discontinue the practice of some teachers working said days in hourly increments. No change to the collective bargaining agreement is necessary to implement these changes because the CBA is silent about where said days will be worked and the CBA already requires said days to be worked in half-day increments. This notice was provided so the Association had an opportunity to negotiate over the issue if it wished to do so.

Add new Article VIII(L):

² The current student day is: 6 hours 25 minutes for Pre-K through Grade 4, 6 hours 35 minutes for Grades 5 through 8, and 6 hours 48 minutes for Grades 9 through 12. The current work day includes total time before and after the student day of: 50 minutes for teachers of Grades Pre-K through Grade 4, 40 minutes for teachers of Grades 5 through 8, and 42 minutes for teachers of Grades 9 through 12. Therefore, as examples, the normal work day for teachers of Pre-K through Grade 4 may include 10 minutes before and 40 minutes after the student day, 40 minutes before and 10 minutes after the student day, or 25 minutes before and 25 minutes after the student day.

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“Teachers who use their individual planning time to substitute for absent colleagues shall be compensated at the rate of \$13 per hour.”

ARTICLE IX – COMPENSATION

Amend Article IX(A):

“Teachers will be compensated for instructional work for a one hundred eighty-six (186) day work year according to the negotiated schedules in ~~Appendices A1 and A2~~ **Appendix A**. Teachers who are contracted to work more than 186 days shall be compensated for days in excess of the 186-day teacher work year with a prorated per diem under ~~Appendices A1 and A2~~ **Appendix A**; however, this provision does not apply to extra projects (e.g., summer curriculum projects, etc.).”

Amend Article IX(G):

“Stipend amounts currently listed in Appendix ~~A3~~ **B** will be reviewed by a separate joint LEA and School Board committee and adjusted as negotiated within the total amount negotiated for the duration of the contract. Total stipends (excluding the cost of benefits) will be \$230,466 each school year.”

ARTICLE XVIII – DURATION AND RENEWAL

Amend Article XVIII(1):

“This Agreement and each of its provisions shall become effective on ~~September 1, 2017~~ **September 1, 2019**, and shall remain in effect through ~~August 31, 2019~~ **August 31, 2022**.”

APPENDIX A – SALARY AND CO-CURRICULAR SCHEDULES

Replace the salary schedules for 2017-19 in Appendices A1-A2 with the salary schedules for 2019-22 that are attached hereto.

Amend the step movement paragraph under the salary schedule for 2019-20 in Appendix A:

“In ~~2017-18~~ **2019-20**, teachers’ salary increases are reflected in the schedule and teachers will advance one step.”



Amend the step movement paragraph under the salary schedule for 2020-21 in Appendix A:

“In 2018-19 2020-21, teachers’ salary increases are reflected in the schedule and teachers will advance one step.”

Add the step movement paragraph under the salary schedule for 2021-22 in Appendix A:

“In 2021-22, teachers’ salary increases are reflected in the schedule and teachers will advance one step.”

Amend the longevity paragraph under only the salary schedule for 2021-22 in Appendix A by increasing the 15-19 years longevity tier from \$1500 to **\$1590** and by increasing the 20 or more years longevity tier from \$2500 to **\$2590** only in the third year of the contract, 2021-2022.

Amend the stipended positions in current Appendix A-3 (renumbered as Appendix B) as follows:

Add: Lego League Robotics, GMS, Co-Curricular, Tier 1, \$888.64 (6 positions)
Change: Lego Robotics, LMS, Co-Curricular, Tier TBD to Tier 3
Change: Library Computer Club, LMS, Co-Curricular, Tier TBD to Tier 3
Delete: Technology Education Club, LMS, Co-Curricular, Tier 1
Change: Music Choral, LMS, Special Assignment, Tier 5 to Tier 3.

The Association has withdrawn its proposal to amend current Appendix A-3 (increase stipends).

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Tentative Agreement on Salary Schedules, 6-6-19

2019-20 Status Quo Salary Schedule

Step	B	B+15	B+30	M	M+15	M+30
1	39,303	40,705	42,107	43,513	44,765	46,017
2	40,801	42,275	43,751	45,231	46,506	47,781
3	42,299	43,847	45,395	46,949	48,246	49,544
4	43,796	45,418	47,040	48,666	49,978	51,308
5	45,294	46,988	48,684	50,385	51,729	53,072
6	46,791	48,560	50,328	52,101	53,468	54,835
7	48,291	50,130	51,973	53,820	55,209	56,598
8	49,799	51,702	53,617	55,538	56,951	58,362
9	51,285	53,272	55,261	57,256	58,691	60,125
10	52,784	54,843	56,905	58,974	60,431	61,889
11	54,281	56,416	58,550	60,691	62,173	63,652
12	55,778	57,987	60,194	62,409	63,912	65,416
13	57,273	59,555	61,834	64,123	65,646	67,179
14	58,768	61,122	63,474	65,838	67,380	68,941
15	60,263	62,289	65,114	67,552	69,115	70,703

Tentative Agreement on Salary Schedules, 6-6-19

2019-20 Salary Schedule

Step	B	B+15	B+30	M	M+15	M+30
1	39,696	41,112	42,528	43,948	45,213	46,477
2	41,209	42,698	44,189	45,683	46,971	48,259
3	42,722	44,285	45,849	47,418	48,728	50,039
4	44,234	45,872	47,510	49,153	50,478	51,821
5	45,747	47,458	49,171	50,889	52,246	53,603
6	47,259	49,046	50,831	52,622	54,003	55,383
7	48,774	50,631	52,493	54,358	55,761	57,164
8	50,297	52,219	54,153	56,093	57,521	58,946
9	51,798	53,805	55,814	57,829	59,278	60,726
10	53,312	55,391	57,474	59,564	61,035	62,508
11	54,824	56,980	59,136	61,298	62,795	64,289
12	56,336	58,567	60,796	63,033	64,551	66,070
13	57,846	60,151	62,452	64,764	66,302	67,851
14	59,356	61,733	64,109	66,496	68,054	69,630
15	60,866	62,912	65,765	68,228	69,806	71,410

Tentative Agreement on Salary Schedules, 6-6-19

1	40,291	41,729	43,166	44,607	45,891	47,174
2	41,827	43,338	44,851	46,369	47,676	48,983
3	43,363	44,950	46,537	48,130	49,459	50,790
4	44,897	46,560	48,223	49,890	51,235	52,598
5	46,433	48,170	49,908	51,652	53,030	54,407
6	47,968	49,781	51,594	53,411	54,813	56,214
7	49,506	51,391	53,280	55,174	56,598	58,021
8	51,051	53,002	54,965	56,935	58,383	59,830
9	52,575	54,612	56,651	58,696	60,167	61,637
10	54,112	56,222	58,336	60,457	61,951	63,446
11	55,646	57,835	60,023	62,217	63,737	65,253
12	57,181	59,445	61,708	63,979	65,519	67,061
13	58,713	61,053	63,389	65,736	67,297	68,869
14	60,246	62,659	65,070	67,494	69,075	70,675
15	61,779	63,856	66,752	69,251	70,853	72,481

Tentative Agreement on Salary Schedules, 6-6-19

2021-22 Salary Schedule

Step	B	B+15	B+30	M	M+15	M+30
1	40,997	42,459	43,921	45,388	46,694	48,000
2	42,559	44,097	45,636	47,180	48,510	49,840
3	44,122	45,736	47,351	48,972	50,325	51,679
4	45,683	47,375	49,067	50,763	52,132	53,519
5	47,246	49,013	50,782	52,556	53,958	55,359
6	48,807	50,652	52,497	54,346	55,772	57,198
7	50,372	52,290	54,213	56,139	57,588	59,037
8	51,945	53,930	55,927	57,931	59,405	60,877
9	53,495	55,567	57,642	59,723	61,220	62,716
10	55,058	57,206	59,357	61,515	63,035	64,556
11	56,620	58,847	61,073	63,306	64,852	66,395
12	58,181	60,486	62,788	65,098	66,666	68,235
13	59,741	62,121	64,498	66,886	68,475	70,074
14	61,300	63,756	66,209	68,675	70,283	71,912
15	62,860	64,973	67,920	70,463	72,093	73,750