

CONTRACT

BETWEEN THE

**LITCHFIELD EDUCATION
ASSOCIATION**

AND THE

SCHOOL BOARD

OF THE

LITCHFIELD SCHOOL DISTRICT

AUGUST 23, 2006 - AUGUST 31, 2009

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**PROFESSIONAL AGREEMENT
BETWEEN
THE LITCHFIELD SCHOOL BOARD
AND
THE LITCHFIELD EDUCATION ASSOCIATION**

ARTICLE I - PREAMBLE

This Agreement is negotiated in order to (a) fix for its term the salaries, hours, fringe benefits, and conditions of employment and (b) to encourage effective and harmonious working relationships between the Board and the Association in order that the cause of public education may best be served.

ARTICLE II – RECOGNITION AND JURISDICTION

A. RECOGNITION

The Board hereby recognizes the Litchfield Education Association as the exclusive representative for all permanent full-time and part-time (50% or more) teachers, guidance counselors, librarians, school nurses, speech pathologists, reading specialists, occupational therapists, and transition specialists, including those who job-share these positions. The Board agrees to maintain existing teacher contract addenda as now apply to job sharing, Appendix D, and will negotiate with the Association any proposed changes.

The Association agrees to represent individuals filling positions as identified in the previous paragraph by this Agreement without regard to membership in the Association.

The term "teacher," as used in this Agreement, shall mean a professional employee of the Litchfield School District whose position requires certification by the N.H. State Department of Education as a professional teacher engaged in classroom teaching, including reading and transition specialists or a licensed professional in the State of New Hampshire as included in this recognition clause (school nurses, speech pathologists, and occupational therapists).

Administrators and others as defined here, including but not limited to School District Directors, School Psychologists, School Social Workers, Principals, Assistant Principals, Dean of Students, as well as Director of High School Athletics, Director of High School Guidance, certified occupational therapist assistants, and speech assistants (per sidebar), shall be specifically excluded from the bargaining unit.

The following articles and sections shall not apply to nurses: Article V, G; Article VIII, C; Article VIII, L, 4.; Article XV; and Article XVI.

The Litchfield School Board retains the right to contract privately for services of licensed nurses, speech pathologists, and occupational therapists.

B. JURISDICTION

The jurisdiction of the Litchfield Education Association shall include those persons who perform the duties or functions of the categories of employees in the bargaining unit.

ARTICLE III - JURISDICTION AND AUTHORITY OF THE SCHOOL BOARD

It is expressly agreed that all rights that are vested in the Board, except those clearly and expressly relinquished herein by the Board, shall continue to be vested exclusively in and be exercised exclusively by the Board without prior negotiations with the Association, either as to the taking of action under such rights or with respect to the consequence of such action during the term of the Agreement.

Nothing in this Agreement shall be construed to limit the powers and responsibilities conferred upon the Board or the Superintendent under the Constitution of the State. The parties understand that neither the Board nor the Superintendent may lawfully delegate powers, discretions, and authorities which, by law, are vested in them, and this Agreement shall not be construed so as to limit or impair their respective statutory powers, discretions, and authorities.

The fact that management rights have not been listed in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of, any rights of management, unless specifically surrendered by the Agreement, whether or not such rights have been exercised by the Board in the past.

ARTICLE IV - NEGOTIATIONS PROCEDURES

Negotiations Procedures will be consistent with Chapter 273-A of the New Hampshire statutes.

ARTICLE V - TEMPORARY LEAVE OF ABSENCE

A. SICK LEAVE

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 to year, with a maximum limit of one hundred and twenty-five (125) days.
2. A percentage of unused sick leave days shall be payable as part of a severance payment, per Article X.
3. When sick days used exceed a teacher's available accumulated sick leave balance and there is no eligibility to be paid under the sick leave bank provisions, the District may be reimbursed with the final payroll in June. Employees on an approved leave who exceed or will exceed available sick days should schedule an appointment with the Director of Human Resources for repayment arrangements.

B. SICK LEAVE BANK

1. At the commencement of the 1982-83 school year, a sick leave bank was established by the LEA and the Board. At the establishment of the bank, and on the commencement of each school year thereafter, the Board shall deduct one day from the accumulated sick leave of each individual covered under the collective bargaining agreement, until such time as the bank accumulates to a minimum of 200 days. However, during the period of accumulation, the use of the bank, as hereinafter provided, shall be restricted only to the extent of the days available in the bank. (Ref. C.2.)

2. In the event that the bank is reduced by the use thereof to fewer than one hundred (100) days, then at the commencement of the school year immediately following such an event and, if necessary, at the commencement of each succeeding school year, a further reduction of one sick day from the accumulated sick leave of each teacher shall be made until the bank again reaches a minimum of 200 days to the extent resulting from a uniform annual deduction.
3. A part-time teacher will contribute a pro-rated day to the establishment and the replenishment of the sick bank. They are also eligible to draw on a pro-rated basis. (i.e. , 60% teacher shall replenish the sick bank at .6 of a day and shall draw .6 of a day for each of the allowable 60 sick bank leave days).

C. RULES, CONDITIONS, AND PROCEDURES OF THE BANK

1. The use of this sick bank is for members who have a long-term illness, defined as a medical condition, physical or mental, which causes the member to be unable to perform his/her contractual obligations for a minimum period of ten (10) consecutive school days, and which results in the exhaustion of the member's accumulated sick leave days.
2. The bank will be administered by the Superintendent and the President of the Litchfield Education Association. A written request may be submitted to either party, but the requests must be approved by both individuals who will determine whether the provisions of Article V, Section C apply to the circumstances. The written request must include the reason for the request (i.e. medical), the first day of sick leave, and the probable date of termination of illness. The teacher will be required to furnish satisfactory medical proof in writing from a physician that indicates the nature of illness, first date of disability, and expected length of disability.
3. A teacher may draw no more than sixty (60) days from the bank during any given school year or for any single illness.

D. PERSONAL LEAVE

1. A teacher may be granted a total of up to three (3) days of personal leave during a school year without loss of pay. For purposes of this Agreement, "personal leave" shall be limited to such cases as home emergencies, religious holidays, legal, medical, or any pressing personal business that cannot be scheduled outside of school day.
2. The teacher may utilize these days without giving a specific reason by merely certifying that the leave is for one of the purposes listed above and that the time requested is for an absence which is unavoidable. The use of personal days shall not be recreational in nature.
3. Personal days shall not be taken on the day immediately preceding or immediately following a vacation or holiday period, except with the approval of the Superintendent or his or her designee.

E. BEREAVEMENT LEAVE

1. Three (3) days of bereavement leave, without loss of pay, shall be granted to teachers upon the death of anyone in their immediate families. Immediate family shall mean the spouse, child, mother, father, sister, brother, grandparents, grandchild, in-laws, domestic partner who resides in the same household with the teacher, or relative living in the same household.
2. Bereavement leave of one (1) day shall be granted for any other relative defined as uncles, aunts, nieces, and nephews or a friend.
3. Additional bereavement leave may be granted with the permission of the Superintendent of Schools.

F. JURY DUTY

If a teacher is required to serve on jury duty, said teacher shall not lose his or her salary or be required to utilize any other category of leave for the performance of such obligation. The teacher shall reimburse the District (formerly Article VII, C) for any compensation received for such jury service.

G. SABBATICAL LEAVE

1. A teacher who has completed seven (7) consecutive years of service with the Litchfield School District may be granted a sabbatical leave for the purpose of approved full-time graduate study at an accredited college or university. The term of sabbatical leave shall be either one-half year or a full school year. The equivalent of one (1) teacher may be approved to participate in the sabbatical program in any school year.
2. Written requests for sabbatical leave must be received by the Superintendent of Schools no later than November 1, for leave commencing the following school year. The teacher shall submit, by February 1, a detailed summary of the plan of study to be undertaken.
3. The Superintendent will make recommendations to the Board by February 15, and the teacher selected must accept or reject the sabbatical leave by March 15 of the school year preceding the school year for which the leave is requested.
4. The teacher on sabbatical leave shall be compensated one-half the salary that would have been received during the term of the sabbatical leave.
5. The continuation of fringe benefits during the sabbatical leave is contingent upon the conditions of the contract in accordance with one-half of the applicable benefits provided to teachers.
6. Following a return from sabbatical leave, an employee will move to the next step of the salary schedule in the following contract year. Upon returning to the school district, the teacher will be assigned a position that best serves the school district, provided the teacher will not be assigned to a position for which the teacher is not certified.
7. As a condition of the sabbatical leave and in consideration of the payments made by the Board to the teacher during the leave, the teacher must file an agreement with the Superintendent which states that the teacher will return to the Litchfield School District for at least two (2) full school years at the conclusion of the sabbatical leave. Failure to meet this stipulation will require the teacher to reimburse the district the full amount received as salary and fringe benefits during the sabbatical leave.

H. FAMILY AND MEDICAL LEAVE

1. The District grants unpaid leaves of absence consistent with the Family and Medical Leave Act and the District's Family and Medical Leave Policy to care for a new born, adopted or foster child, or to care for a seriously ill spouse, child or parent or because the employee's own serious health condition.
2. Requirements for eligibility, substitution of paid leave, and return to work are set forth in the District's FMLA Policy.

I. EXTENDED LEAVES OF ABSENCE

1. Upon written request, any teacher who has acquired continuing contract status in keeping with RSA 189:14-a, I and II, may be granted an extended leave of absence beyond a six-week period at

the discretion of the Superintendent and subject to the approval of the School Board. Extended leave may be for the purposes of child rearing, family care, military or other leave not covered above.

2. Such leave may be granted up to a maximum of one full year at the request of the teacher. Such leave shall be without pay. Benefits may continue at the expense of the employee during this period.
3. The request for leave must be made in writing at least forty-five (45) calendar days prior to its commencement stating the anticipated date of commencement of the leave and the intended date of return to employment, except in cases of emergency. In emergency cases, the employee shall provide as much notice as is reasonable under the circumstances.
4. An employee on extended leave of absence may not return to work on an earlier date than the approved date of return. Exceptions may be granted at the discretion of the Superintendent.
5. For leaves that are extended, notification to the Superintendent must be provided in writing by March 31 of the year in which the leave expires of his or her intent to return to active duty the following September. Should notification not be received by March 31, all rights and contract benefits will be terminated immediately.

ARTICLE VI - INSURANCE PROVISIONS

A. MEDICAL INSURANCE

The District will pay 80% of the single, two-person or family premium of the Indemnity Option or 85% of the single, two-person, or family premium of the HMO or Point of Service (POS) health plan for each full-time member of the bargaining unit. Job-shared positions are eligible for one half the district paid benefit.

It is understood that the School Board may obtain coverage from another insurance carrier provided that any new program is equivalent to or exceeds the current Health Insurance Plan(s) and does not impose additional waiting periods or limitations on pre-existing conditions.

The cost of any new plan shall not exceed the cost of the current health insurance plan.

A teacher who elects no health insurance shall receive an annual payment of \$1000. To receive this payment, a teacher must sign a waiver form (Appendix C) and show proof of other insurance coverage. 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.

B. LIFE INSURANCE

The Litchfield School District shall provide one hundred percent (100%) of the cost of a \$50,000 term life insurance policy for each full-time member of the bargaining unit. Job-shared positions are eligible for \$25,000 in coverage.

The Litchfield School District shall provide one hundred percent (100%) of the cost of a \$50,000 accidental death and dismemberment policy for each full-time member of the bargaining unit. Job-shared positions are eligible for \$25,000 in coverage.

It is understood that the School Board may obtain coverage from another insurance carrier provided that any new program is equivalent to or exceeds the current Life Insurance Plan.

C. DENTAL INSURANCE

The Litchfield School District will pay the cost of a dental insurance plan which shall either be the Basic Delta Dental Plan with Coverage A (100%), B (80%), C (50%), and D (50%), no deductible, \$1000 plan year maximum per person, or any other comparable plan approved by the Litchfield School Board and the majority of teaching staff in accordance with the following:

- 100% of premium for those enrolled in an individual plan
- 80% of premium for those enrolled in a two-person plan
- 80% of premium for those enrolled in a family plan

Job-shared positions are eligible for one half the district paid benefit. Part-time positions are not eligible for this benefit.

It is understood that the School Board may obtain dental coverage from another insurance carrier provided that any new program is equivalent to or exceeds the current Dental Insurance Plan and does not impose additional waiting periods or limitations on pre-existing conditions.

D. LONG TERM DISABILITY INSURANCE

The Litchfield School District shall pay the full (100%) premium cost for a long term disability policy for each full-time member of the bargaining unit, including job-shared positions.

The policy shall provide for a 66 2/3 salary to a maximum of \$4,000 per month, with a ninety (90) day waiting period or exhaustion of sick leave including sick bank, whichever is later pursuant to the terms of the School District’s long-term disability insurance policy.

It is understood that the School Board may obtain long term disability insurance coverage from another insurance carrier provided that any new program is equivalent to or exceeds the current Long Term Disability Insurance Plan and does not impose additional waiting periods or limitations on pre-existing conditions.

ARTICLE VII - PROFESSIONAL DEVELOPMENT

A. COURSE REIMBURSEMENT

1. Teachers, as defined in Article II A., taking a course(s) shall receive reimbursement for their tuition, provided the course(s) has been approved by the Superintendent, or his or her designee, prior to the first class in accordance to provisions in Article VII, A, 2.

Reimbursement will be made after the teacher presents evidence of successful completion of the course (B or better) and a receipt indicating tuition charges paid by the teacher.

2. Subject to the provisions of the final sentence of this paragraph, the total reimbursement for approved course work will be \$41,187 for the 2006-2007 school year, \$44,063 for the 2007-2008 school year, and \$46,989 for the 2008-2009 school year. The Course Reimbursement Fund shall be reimbursed in accordance with the procedures developed and adopted by the association. A copy of the procedures developed and adopted by the LEA shall be submitted to the Superintendent by June 15 immediately preceding the subsequent fiscal year. These amounts represent caps, except that for budget purposes the School Board agrees to add a sum for each additional new position beyond 130 added to the bargaining unit per Article II A.

B. WORKSHOPS

1. Teachers, as defined in Article II A., shall be reimbursed up to \$600 for attendance at workshops or conferences that are authorized in advance by the Superintendent or his or her designee. The costs eligible for reimbursement shall be limited to registration fees, tuition, and materials.
2. Subject to the provisions of the final sentence of this paragraph, the total reimbursement for approved workshops will be \$20,563 for the 2006-2007 school year, \$21,999 for the 2007-2008 school year, and \$23,459 for the 2008-2009 school year. The Workshop Fund shall be reimbursed in accordance with the procedures developed and adopted by the LEA. A copy of the procedures developed and adopted by the LEA shall be submitted to the Superintendent by June 15 immediately preceding the subsequent fiscal year. These amounts represent caps, except that for budget purposes the School Board agrees to add a sum for each additional new position beyond 130 added to the bargaining unit per Article II A.

ARTICLE VIII - WORKING CONDITIONS

A. DUTY FREE LUNCH

Teachers, as defined in Article II A, shall be scheduled for a twenty-five (25) or thirty (30) minute duty free lunch equal in time to the scheduled lunch period for students in their building. Teachers in grades Pre-K through 5 shall be scheduled for a thirty (30) minute duty free recess consecutively with their lunch periods. Teachers in grades Pre/K through 8 will be responsible for supervising students to and from the cafeteria and to and from recess as applicable within the above time frame.

B. PUPIL TRANSPORTATION

Teachers shall not be required to drive pupils to and from school.

C. PREPARATION TIME

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.

Teachers of Grades 1-12 shall be granted unencumbered planning time. Teachers of Grades 1-5 shall have up to 240 minutes per week. Teachers of Grades 6-8 shall have up to 225 minutes per week. Teachers of Grades 9-12 shall have 450 minutes per week, one block per day, for preparation time as long as the current block schedule system is maintained.

2. The Board recognizes the value of collaborative planning time for teachers by grade and subject and will continue to work for implementing the same.

D. MONEY COLLECTION

Teachers will not be required to hold money collected from the students overnight.

E. BUS DUTY

1. Teachers, as defined in Article II A, and administrators will provide daily bus duty on a rotating basis within the work day as defined in Article VIII 9.

2. Teachers providing bus duty outside the work day as defined in Article VIII 9 will be paid for bus duty at a rate of thirteen dollars (\$13.00) per hour. Teachers wishing to provide bus duty outside the defined workday for compensation shall notify their building principal. When teachers wishing to provide bus duty outside the workday for compensation are not available, teachers will be assigned by the principal on a rotating basis.

F. TEACHING LOAD

Teachers in grades 6-12 shall not be required to teach more than (2) subject areas, or make more than three (3) preparations within said subject areas at any one (1) time;

1. A teaching load should consist of no more than five (5) teaching periods plus a supervisory responsibility, except by mutual consent of an individual teacher and administration.
2. An individual teacher may, by mutual consent with the administration in writing, teach a sixth (6th) class in lieu of a full supervisory period equivalent to a teaching period. The teacher shall be compensated for teaching the sixth (6th) class at the rate of ten (10%) of that teacher's per diem rate of pay.
3. An individual teacher may, by mutual consent with the administration be assigned in writing, a teaching load that contains more than three (3) teaching preparations per subject in lieu of a full supervisory period equivalent to a teaching period.

G. WORKDAY

The normal workday for teachers of Grades Pre/K through 8 shall be seven and a quarter (7 1/4) hours. The normal workday for teachers of Grades 9 through 12 shall be seven and one-half (7 1/2) hours.

While the above describes the normal workday, the professional responsibilities of a teacher may require him or her to perform certain obligations for the benefit of students, parents, and the school. These include, but are not limited to, attending faculty meetings, departmental meetings, parent teacher meetings, meetings regarding individual students, open houses, performing and visual arts events, academic presentations, awards nights, or serving on building or district committees. While all teachers are expected to meet these obligations within, as reasonable extensions of, or outside the normal workday, it is understood that the professional responsibilities will not be so frequent in number or duration as to be considered part of the normal workday. Evening responsibilities, exclusive of stipend assignments, shall not exceed five (5) a year one of which will be reserved for parent teacher conferences.

In addition, teachers are encouraged to join and participate in such groups as parent teacher organizations and to provide non-curricular supervisory duty such as chaperoning school dances and fund raising events.

If the Board wishes to add to the length of the student day within the framework of the above noted workday, then it shall not be subject to the grievance clause of this Agreement or subject to an unfair labor practice charge by the Association. It is understood, however, that the impact of such change is negotiable.

It is further understood that negotiations between the parties are required should the Board desire to increase the length of the teacher workday, not the beginning and ending hours of the workday.

H. COVERAGE FOR TEACHER ABSENCES

1. In case of absence, teachers will call the designated building representative by such time as designated by their building principal. 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. Teachers will not be required to obtain their own substitutes.

2. In addition to regular weekly and daily lesson plans, each teacher will have on file for substitutes detailed lesson plans or emergency plans for unanticipated absence, that are acceptable to the administration.

I. WORKYEAR

The school district calendar will be developed by the Superintendent and approved by the Board. The Superintendent may consult with administrators, faculty, and staff in developing the school district calendar. To the extent possible, the calendar will be coordinated with the school calendars of area vocational schools and regional special education programs.

Students shall begin school after Labor Day when Labor Day falls on September 1, 2, or 3.
Students shall begin school before Labor Day when Labor Day falls on September 4, 5, 6, or 7.

The work year for teachers shall consist of 187 days, including 180 instructional days for students. The seven non-instructional days shall be utilized for professional development activities and for building level activities. Three of these days shall be used at the sole discretion of the administration, and four days shall be developed jointly by the administration and representatives of the LEA. No more than four of the seven non-instructional days may be scheduled any sooner than seven calendar days before the first day of school for students.

Any days that the schools are closed for emergency reasons will be made up by first, extending the school year; second, by holding Saturday classes, except when the Saturday immediately precedes or follows a scheduled school vacation period; third, by extending the school day; and then, as a last resort holding classes during a scheduled school vacation period. Under special circumstances, the School Board may request a waiver from the Commissioner of Education for the State School Board of Education attendance requirement.

J. PERSONNEL FILES

Teachers shall be allowed to examine the contents of their personnel files at a time that is mutually agreeable to the teacher and the administrator within two (2) working days of the request. No derogatory material shall be placed in a teacher file without his or her advance knowledge and the receipt of a copy. A copy of any material in the file, with the exception of pre-employment materials which are excluded from the purview of this article, shall be provided to the teacher upon request at a cost not to exceed ten cents per page for materials which the teacher has previously received.

The teacher may attach a written rebuttal to any material in his/her file. The administration shall acknowledge receipt of any rebuttal material. No anonymous complaints shall be placed in any teacher file.

K. RIGHT TO REPRESENTATION

If a teacher is required to appear before the School Board or its agent(s), relating to a disciplinary action against him or her, such teacher may be accompanied by an Association Representative if the teacher so desires. The teacher shall be given at least two (2) working days notice except to the extent that it is necessary for a bona fide reason to hold the meeting with less notice given. The teacher shall be informed of the reason(s) for the meeting prior to the beginning of the meeting.

L. OTHER WORKING CONDITIONS

1. The personal life of any teacher is not appropriate business for the School Board unless it affects the classroom performance of said teacher or the safety of a student(s).
2. Teachers will not be required to perform any duty or act which threatens any person's physical safety or well-being. However, this section shall not be interpreted to modify the normal or reasonable duties expected of the nurses.
3. Other than the non-renewal of "Probationary" teachers, which shall be governed exclusively by the provisions of RSA 189:14-A, and nurses during a three (3) consecutive year probationary period within the District, no teachers or nurses may be disciplined, dismissed, or non-renewed except for just cause.
4. Teachers shall not be required to provide custodial care (toileting, diapering, feeding, dressing, or lifting) to children. It is understood that, on rare occasions, an emergency may exist which requires the participation of the teacher in performing these duties.

ARTICLE IX - COMPENSATION

A. COMPENSATION SCHEDULES

Teachers will be compensated for instructional work for a 187 day work year according to the negotiated schedules in Appendices A1, A2, and A3.

B. BOARD'S RIGHT TO WITHHOLD

The Board retains the right to withhold an increment for failure to perform in a satisfactory manner. Should the Board elect said action, the teacher(s) shall be notified by March 31. The Board shall not withhold an increment without just cause. The arbitrator shall not substitute his or her judgment in place of that of the evaluator(s).

C. SALARY PAYMENT INSTALLMENTS

Salaries of bargaining unit members shall be paid, at their option, in either twenty-one (21) equal gross installments or twenty-six (26) equal gross installments, with twenty-one (21) of these installments paid during the school year and the additional five (5) installments paid in a balloon check at the conclusion of the school year. Payment of salaries shall start on the first or second Thursday in September and continue biweekly. Optional direct deposit of paychecks shall be available to bargaining unit members.

D. DISCRETION TO RECOGNIZE EXPERIENCE

At the discretion of the Superintendent of Schools, newly hired bargaining unit members, may be granted an additional year of experience. In such circumstances, the Superintendent shall notify the Association President, in writing, of the reasons for said decision.

E. PAYMENT OF PRORATED SALARY

If a member of the bargaining unit leaves or dies during the school year, the member or the estate shall be entitled to a prorated share of his or her salary based on the period of service in relation to the number of days schools are in session during the work year, minus the compensation already paid.

F. STIPEND SCHEDULES

Teachers serving as co-curricular advisors, athletic coaches or coordinators, or serving in special assignments as defined specifically in the collective bargaining agreement Appendix A4 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 A4. 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 A4.

G. JOINT LEA/LSB REVIEW

Stipend amounts currently listed in Appendix A4 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 \$209,794 in 2006-2007, \$212,941 in 2007-2008, and \$218,966 in 2008-2009.

ARTICLE X - SEVERANCE

Upon voluntary separation from the District with twenty (20) years or more experience in Litchfield, the staff member shall receive a one-time separation payment. The amount of the separation payment shall be determined as follows:

1% of salary multiplied by the number of years experience in Litchfield PLUS
1/3 per diem multiplied by the number of unused sick days

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. However, should the staff member wish to receive payment in June of the separating year, notice must be provided by November 1 of the prior school year.

Any teacher hired for newly created positions for 2000 through 2003 may qualify for the severance payments outlined above, if they have twenty (20) years or more experience, the last five (5) having been in Litchfield.

ARTICLE XI - PEACEFUL RESOLUTION OF DIFFERENCE

In consideration of this Agreement and its terms and conditions, the Association, its officers, representatives, and members shall not, during the term of this Agreement, engage in or condone any strike, slowdown, work stoppages, sanctions, or any other concerted refusal to perform any assignments on the part of any employee(s) represented hereunder.

ARTICLE XII - SAVINGS CLAUSE

If any provision of this Agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and substitute action shall be subject to appropriate consultation and negotiation with the Association within forty-five (45) days.

In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue to be in effect.

ARTICLE XIII - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" shall mean a complaint by an employee, a group of employees, or the Association that there has been a violation or misinterpretation of the terms of this Agreement.
2. The Association may initiate and process grievances beginning at Step 2 of the Grievance Procedure below.
3. The word "days" in this article shall refer to calendar days.

B. GRIEVANCE PROCEDURE

1. Step One - Principal level (informal): An employee may informally discuss a grievance with the Principal within fourteen (14) days after the employee knew or should have known of the act or condition upon which the complaint is based. Failure to reach a mutually satisfactory resolution may be cause for the employee to refer the Grievance Procedure, Step 2. An employee may elect to be accompanied by a representative of the Association during the discussion with the Principal.
2. Step Two - Principal level (formally written): An employee or the Association wishing to process a grievance at Step 2 will do so in writing to the Principal within seven (7) days from the conclusion of discussions at Step 1, or in the case of the Association, within twenty-one (21) days after the grievant knew or should have known of the act or condition which is the basis of the complaint.

The grievance shall be specific in nature and shall state the remedy requested. The Principal shall establish a formal conference on the matter, and whenever a grievance is filed by a teacher without the Association, the Principal shall notify the Association and shall give the Association the opportunity to be present and to state the views of the Association. The aggrieved employee and the Association shall be given at least four (4) days notice of said conference.

The Principal shall respond in writing fourteen (14) days from the date the formal grievance is filed. The Principal's decision shall be presented in writing to both employee and the Association.

3. Step Three - Superintendent level: If a settlement is not reached at Step 2, the employee or the Association may present the grievance to the Superintendent of Schools within seven (7) days after the decision has been rendered at Step 2. The grievance must be submitted in writing stating the specific nature of the grievance and remedy requested and shall include a copy of the previous Step 2 decision.

The Superintendent may schedule a meeting at a time mutually convenient to discuss the grievance with the employee and the Association. Both parties reserve the right to include consultants in any such meeting. The Superintendent shall respond in writing together with supporting reasons to the employee, Association, and Principal within fourteen (14) days from the date the grievance is filed at Step 3.

4. Step Four - Arbitration:
 - a. Any grievance which remains unsettled after having been fully processed pursuant to the provisions of the Grievance Procedure as stated herein relating to the interpretation or application of a provision of this Agreement may be submitted to arbitration upon written request of the Association. The proceeding shall be initiated by filing with the Superintendent within fourteen (14) days after the final decision of the Superintendent has been given to the Association. The

parties shall have ten (10) days to select a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator, the Association shall promptly file a demand for arbitration with the American Arbitration Association.

- b. A demand for arbitration shall state in reasonable detail the specific nature of the dispute and the remedy requested, as well as the specific article(s) being aggrieved. This requirement shall be met by submitting the written grievance form with the demand for arbitration. Only one grievance shall be scheduled for the same arbitration hearing, except by mutual agreement of the parties.
- c. In the conduct of an arbitration hearing, the applicable provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply.
- d. The arbitrator shall issue his or her decision not later than thirty (30) days from the close of the hearing, or, if oral summaries have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision(s) shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue submitted. The decision of the arbitrator shall be final and binding, except that either party may appeal the arbitrator's decision in conformity with RSA: 542:8. Both parties recognize the principle, Res Judicata, in future grievances.
- e. Both parties agree that the arbitrator is prohibited from adding, to, deleting from, or modifying the language of this Agreement.
- f. The cost of the arbitrator shall be shared equally by the parties to the dispute.

C. ADDITIONAL PROVISIONS

- 1. An Association Representative may be present at any grievance meeting.
- 2. The time limits in this article may be reduced or extended by mutual agreement.
- 3. Failure to refer a grievance to the next step within the specific time shall be considered an acceptance by the employee or Association of the decision rendered.
- 4. Failure at any level of the grievance procedure to render a decision within the specified time limits shall permit the employee or the Association to proceed to the next level.
- 5. All parties of interest shall be assured freedom from coercion or reprisal in the exercise of their rights under this grievance procedure.
- 6. All records, documents, and communications pertaining to the processing of any grievance shall be filed separately from the personnel files of the participants.
- 7. Whether stated in the specific steps or not, the parties agree that, beginning with Step 2 through arbitration, the grievance statement or form must contain the specific article(s) and sections, if applicable, being aggrieved.
- 8. A sample of the grievance form is found in Appendix B.

ARTICLE XIV - ASSOCIATION RIGHTS

- 1. The Board agrees to grant to the Association a total of five (5) days of leave to members of the Association for attendance at meetings related to Association business. The Association President shall provide the Superintendent with the names of the members chosen to attend such meetings at least two (2) school days prior to such meetings. The Association will reimburse the Board for the cost of the substitute teacher(s) to replace the teacher(s) on such leave.

2. The Board agrees to deduct from the pay checks of Association members, on the same basis as at present, dues for the LEA, NEA/NH, and the NEA. The treasurer of the LEA will forward to the SAU office a list of members and the amount for dues deductions by October 15 of each year. The board will transmit all dues, as they are deducted from the salaries, promptly to the treasurer of the LEA.
3. Any bargaining unit member who elects not to join the LEA shall pay an annual service fee not to exceed actual Association dues. The Association shall certify to the Board by October 15 the amount for 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 XV - VACANCIES, TRANSFERS, AND ASSIGNMENTS

The Superintendent or his designee shall have posted on the bulletin board in each school a list of new positions and those officially announced vacant positions to be filled as soon as such needs are known and before the positions are filled. This list shall remain posted until the positions are filled.

Teachers who desire to apply for any such positions may, at any time, submit their names and the position for which they are applying to the Superintendent or his designee.

TRANSFERS AND ASSIGNMENTS

- A. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may inquire at any time to ascertain the possibility of such a vacancy in the following year and shall file a written statement of such desire with the Superintendent of Schools and his or her building principal, ordinarily no later than February 1. Such statement shall include the grade and/or subject to which the teacher desires to be transferred in order of preference. Teachers making such requests will be interviewed should a vacancy occur in the area requested.

Each teacher will be given written notification of his or her tentative grade level assignment by May 1 for the following school year. Final notification will be given in writing by August 1. In the event of a need for teacher reassignment after the August 1 date, Article XIV, Section B shall prevail.

In reassignment or transfer of teachers, the interests of the District shall be controlling. The desires of the teacher, professional training, certification, teacher performance, staff availability, instructional requirements, and other supporting credentials shall be considered. Where the foregoing are equal, years of service to the District shall receive consideration.

- B. Any involuntary transfer or reassignment will be made only after a meeting with the teacher involved and the principal. If a teacher objects to the new assignment he or she may request a meeting with the Superintendent within ten (10) days of said assignment; however, the Superintendent's decision will be final and not subject to the grievance procedure provided the decision was not arbitrary or capricious. Any teacher involuntarily transferred may resign his or her position without prejudice.

ARTICLE XVI - REDUCTION IN FORCE

A. GENERAL STATEMENT OF POLICY

It is recognized that the Board of Education has the responsibility to maintain sound public elementary and secondary schools and to implement the educational interests of the community and state. However, recognizing also that it may become necessary to eliminate certified staff positions in certain circumstances, this policy is adopted to provide a fair and orderly process should such eliminations become necessary.

B. REASONS FOR ELIMINATION OF CERTIFIED STAFF POSITIONS

It is also recognized that the Board of Education has the sole and exclusive prerogative to eliminate certified staff positions, consistent with the provisions of the state statute.

When the Litchfield School Board finds it necessary to reduce the number of certified full-time and/or part-time positions for reasons of declining enrollments, budget reductions, change in or consolidation of Board authorized programs, or for any other reason determined necessary or desirable by the School Board, the following reduction in force policy will be implemented.

C. NOTICE

1. As soon as reduction in force is seriously contemplated, the Superintendent of Schools shall notify the teachers in the specific classifications upon which it is contemplated a position will be eliminated.

For the purposes of reduction in force, all teachers shall be classified according to their present assignment and shall be terminated with the following classifications:

Classroom Teachers Pre-K through Fifth Grade, Sixth Grade through Eighth Grade,
Ninth Grade through Twelfth Grade and separately the following: Music,
Art, Special Education, Library, Physical Education/Health and Computer.

In grades 7 and 8, classifications will be defined by major teaching subject areas. The classifications are further defined according to the courses of study being offered: English, Social Studies, Math, Science, Reading, Guidance, or other primary assignments.

2. The School Board will review any written presentations regarding the reduction in force from the Association, individual teachers, or the public.
3. The decision to implement the reduction in force shall be the sole discretion of the School Board.
4. When a final determination has been made as to the reduction of the work force and as early as is possible, the Superintendent of Schools shall communicate that decision in writing to those staff members involved.

D. PROCEDURES FOR DETERMINING REDUCTION IN FORCE

1. The School Board will make every reasonable effort to minimize the effects in reduction in force on the current staff by absorbing as many positions as possible through attrition (retirements, resignations, refusals of contract, leaves of absence).
2. If further reductions in staff are necessary, the School Board shall retain those teachers who, in its sound judgement, will be the best teachers for the school system and students it serves.

3. Specifically, the School Board does not condone "bumping." The best teachers shall be retained. However, probationary teachers in the same category as defined in section A-1 will be laid off prior to teachers on continuing contract.
4. In making staff reduction decisions among certified staff, the Superintendent will consider the criteria listed below:
 - a. Qualifications to teach particular subjects or grades as determined by New Hampshire Certification Standards.
 - b. Teacher experience at a particular grade level.
 - c. Previous experience in teaching specific courses.
 - d. Academic and professional preparation beyond minimum standards and the recency of such preparation.
 - e. Total teaching performance as determined by previous evaluations.

All other factors being equal, then seniority will prevail in making the final determination. Seniority is defined as the total number of years continuously employed in this School District.

5. This reduction in force procedure is the only procedure that may be used in a reduction of force. No other personnel action, other than a reduction in force, may be considered under this policy.

E. RECALL RIGHTS

Teacher(s) who have been terminated because of reduction in force shall be called back in reverse order of their termination, if certified and qualified for the opening. There shall be a two-year limit on recall rights. If a teacher wishes to remain on the recall list for the second year, said teacher shall notify the Superintendent or his designee by certified mail on or before March 1 during the first year of termination. A teacher who refuses a job offer for a position for which the teacher is qualified and certified shall be dropped from the recall list. Letters from the Superintendent or his or her designee announcing job openings will be sent certified mail to the last known address of the teacher.

Teachers being recalled shall retain all previously earned seniority and accrued sick leave. If the teacher has been compensated as indicated in Article V, Section A, then no sick leave shall be carried forward.

ARTICLE XVII - CONSULTATION ON EDUCATIONAL PROGRAMS

1. The Board desires the participation of its professional educational personnel in the development of sound educational programs for the school children of the district.
2. In connection with proposing major changes in educational programs or educational policies, the Superintendent or his or her designee shall notify the President of the Association. The Superintendent shall consult with the Association President or his or her designee, if requested to do so.
 - a. The President of the Association may submit to the Board any recommendations for changes in the educational programs or educational policies by requesting to be placed on the agenda in the appropriate manner.
 - b. The Board shall give due consideration to such recommendations of the Association.
 - c. Responsibility hereunder on the part of the Board shall be limited to prior notification to the President of the Association.
 - d. It is understood that the final decision, with respect to educational programs, is the responsibility of the Board and that it is free to consult with such members of the district's staff and other persons at any time.
 - e. Substantive action by the Board under this Article shall not be subject to the Grievance Procedure of this Agreement.

ARTICLE XVIII - DURATION AND RENEWAL

1. This agreement and each of its provisions shall become effective on August 23, 2006 until August 31, 2009. Salary items will be effective on August 23, 2006 and remain in full force and effect through August 31, 2009.
2. If the Board unilaterally changes a managerial prerogative that impacts on the terms and conditions of employment not specifically included within this Agreement, the Board agrees that any such impact must be negotiated prior to implementing the change, unless the parties reach impasse. This section is enforceable under RSA: 273-A and not through the Grievance Procedure of this Agreement.
3. Copies of this Agreement shall be printed at equal expense to the Association and the Board. The Board shall provide copies of this Agreement to members of the bargaining unit at the time of hire and whenever a new Agreement is ratified by both parties. In addition, the Association shall be provided with ten (10) additional copies.

FOR THE LITCHFIELD EDUCATION ASSOCIATION

Philip Martin,
Chairman, LEA Negotiation Team

Dennis Perreault,
President

FOR THE LITCHFIELD SCHOOL BOARD

Cynthia Couture,
Chair, Litchfield School Board

Catherine M. Hamblett,
Superintendent of Schools

Sidebar Agreement

Upon the resignation or retirement of the individual currently filling a Speech Assistant position, such positions subsequently filled will be excluded from the bargaining unit as such individuals are to be supervised by speech pathologists.

APPENDIX A1
2006 - 2007 SALARY SCHEDULE

Step	B	B+15	B+30	M	M+15	M+30
0	30,554	31,592	32,629	33,669	34,708	35,747
1	31,869	32,971	34,072	35,177	36,236	37,295
2	33,184	34,349	35,516	36,685	37,764	38,843
3	34,498	35,728	36,959	38,193	39,292	40,391
4	35,813	37,107	38,402	39,701	40,820	41,939
5	37,127	38,486	39,845	41,209	42,348	43,487
6	38,442	39,865	41,289	42,717	43,876	45,035
7	39,757	41,244	42,732	44,224	45,404	46,583
8	41,071	42,623	44,175	45,732	46,932	48,131
9	42,386	44,002	45,619	47,240	48,460	49,679
10	43,701	45,381	47,062	48,748	49,988	51,227
11	45,015	46,760	48,505	50,256	51,516	52,775
12	46,330	48,139	49,948	51,764	53,044	54,322
13	47,645	49,518	51,392	53,272	54,571	55,870
14	48,959	50,897	52,835	54,779	56,099	57,418

Longevity Payment: A longevity stipend of \$1,500 will be added to the salaries of those teachers who have reached the top of the salary schedule and have 15 to 19 years of creditable experience, the last five in Litchfield. A \$2,500 longevity stipend will be added to the salaries of those teachers who have 20 or more years of creditable experience, the last five in Litchfield.

Nurses shall advance one experience step in each year of the agreement. Nurses will receive 90% of the BA salary in their step. Any nurse who receives a BA/BS degree, or is hired with a BA/BS degree, will be placed on the BA track of the salary schedule and be paid according to their established experience. At hire date, nurses will be granted one years experience on the salary schedule for every two years of clinical experience, and one year on the salary schedule for each year of educational experience.

APPENDIX A2
2007 - 2008 SALARY SCHEDULE

Step	B	B+15	B+30	M	M+15	M+30
0	32,021	33,108	34,195	35,286	36,374	37,463
1	33,399	34,553	35,708	36,866	37,976	39,085
2	34,776	35,998	37,220	38,446	39,577	40,708
3	36,154	37,443	38,733	40,026	41,178	42,330
4	37,532	38,888	40,245	41,606	42,779	43,952
5	38,910	40,334	41,758	43,187	44,381	45,574
6	40,287	41,779	43,271	44,767	45,982	47,197
7	41,665	43,224	44,783	46,347	47,583	48,819
8	43,043	44,669	46,296	47,927	49,185	50,441
9	44,421	46,114	47,808	49,508	50,786	52,063
10	45,798	47,559	49,321	51,088	52,387	53,685
11	47,176	49,004	50,833	52,668	53,988	55,308
12	48,554	50,449	52,346	54,248	55,590	56,930
13	49,931	51,895	53,858	55,829	57,191	58,552
14	51,309	53,340	55,371	57,408	58,791	60,174

Longevity Payment: A longevity stipend of \$1,500 will be added to the salaries of those teachers who have reached the top of the salary schedule and have 15 to 19 years of creditable experience, the last five in Litchfield. A \$2,500 longevity stipend will be added to the salaries of those teachers who have 20 or more years of creditable experience, the last five in Litchfield.

Nurses shall advance one experience step in each year of the agreement. Nurses will receive 90% of the BA salary in their step. Any nurse who receives a BA/BS degree, or is hired with a BA/BS degree, will be placed on the BA track of the salary schedule and be paid according to their established experience. At hire date, nurses will be granted one years experience on the salary schedule for every two years of clinical experience, and one year on the salary schedule for each year of educational experience.

APPENDIX A3
2008 - 2009 SALARY SCHEDULE

Step	B	B+15	B+30	M	M+15	M+30
0	33,290	34,421	35,551	36,684	37,816	38,948
1	34,723	35,923	37,123	38,327	39,481	40,635
2	36,155	37,425	38,696	39,970	41,146	42,321
3	37,587	38,928	40,268	41,613	42,811	44,008
4	39,020	40,430	41,841	43,256	44,475	45,695
5	40,452	41,933	43,413	44,899	46,140	47,381
6	41,884	43,435	44,986	46,542	47,805	49,068
7	43,317	44,937	46,558	48,185	49,470	50,754
8	44,749	46,440	48,131	49,827	51,134	52,441
9	46,182	47,942	49,704	51,470	52,799	54,127
10	47,614	49,445	51,276	53,113	54,464	55,814
11	49,046	50,947	52,849	54,756	56,129	57,500
12	50,479	52,449	54,421	56,399	57,793	59,187
13	51,911	53,952	55,994	58,042	59,458	60,873
14	53,343	55,455	57,566	59,684	61,122	62,560

Longevity Payment: A longevity stipend of \$1,500 will be added to the salaries of those teachers who have reached the top of the salary schedule and have 15 to 19 years of creditable experience, the last five in Litchfield. A \$2,500 longevity stipend will be added to the salaries of those teachers who have 20 or more years of creditable experience, the last five in Litchfield.

Nurses shall advance one experience step in each year of the agreement. Nurses will receive 90% of the BA salary in their step. Any nurse who receives a BA/BS degree, or is hired with a BA/BS degree, will be placed on the BA track of the salary schedule and be paid according to their established experience. At hire date, nurses will be granted one years experience on the salary schedule for every two years of clinical experience, and one year on the salary schedule for each year of educational experience.

APPENDIX A4

The following Athletic, Co-curricular and Special Assignment stipends are based from these tiers:

Athletic stipend positions- All athletic coaches

Tier	Expectations
I	Less than 42 practices and 12 events
II	A maximum of 42 practices and 36 events during the regular season
III	A maximum of 60 practices and 20 events during the regular season
IV	A maximum of 70 practices and 12 events during the regular season
V	A maximum of 85 practices and 18 events during the regular season

Co-curricular stipend positions- Club and class advisors

Tier	Expectations
I	Minimum of 25 hours of involvement above the regular school day
II	Minimum of 75 hours of involvement above the regular school day
III	Minimum of 150 hours of involvement above the regular school day
IV	Minimum of 200 hours of involvement above the regular school day

Special Assignment stipend positions- Positions directly related to curriculum or school operation

Tier	Expectation
I	A minimum of 50 hours above the regular school day hours
II	A minimum of 100 hours above the regular school day hours
III	A minimum of 150 hours above the regular school day hours
IV	A minimum of 250 hours above the regular school day hours

ATHLETICS

	CHS Varsity Coach	CHS JV/Asst.	CHS Fresh	LMS Coach	LMS Assistant
Tier 1	\$1,000	\$700	\$490	\$500	\$350
Tier 2	\$2,000	\$1,400	\$980	\$1,000	\$700
Tier 3	\$3,000	\$2,100	\$1,470	\$1,500	\$1,050
Tier 4	\$3,500	\$2,450	\$1,715	\$1,750	\$1,225
Tier 5	\$4,200	\$2,940	\$2,058	\$2,100	\$1,470

CO-CURRICULAR & SPECIAL ASSIGNMENT

	Co-curricular	Special Assignment
Tier 1	\$850	\$500
Tier 2	\$1,000	\$1,600
Tier 3	\$1,600	\$2,000
Tier 4	\$3,500	\$4,000

Name	School	Category	Level
Golf BGV	CHS	Athletic	2
Baseball	LMS	Athletic	3
Baseball BJV	CHS	Athletic	3
Baseball BV	CHS	Athletic	3
Boys Soccer	LMS	Athletic	3
Cross Country	LMS	Athletic	3
Cross Country Assistant	LMS	Athletic	3
Cross Country BGJV	CHS	Athletic	3
Cross Country BGV	CHS	Athletic	3
Girls Soccer	LMS	Athletic	3
Soccer BJV	CHS	Athletic	3
Soccer BV	CHS	Athletic	3
Soccer GJV	CHS	Athletic	3
Soccer GV	CHS	Athletic	3
Softball	LMS	Athletic	3
Softball GJV	CHS	Athletic	3
Softball GV	CHS	Athletic	3
Track & Field BGJV	CHS	Athletic	3
Track & Field BGV	CHS	Athletic	3
Track and Field	LMS	Athletic	3
Volleyball	LMS	Athletic	3
Volleyball GJV	CHS	Athletic	3
Volleyball GV	CHS	Athletic	3
Winter Track BGV	CHS	Athletic	3
Assistant Football	CHS	Athletic	4
Assistant Football	CHS	Athletic	4
Cheerleading	LMS	Athletic	4
Head Football	CHS	Athletic	4
Head Varsity Fall Spirit	CHS	Athletic	4
Spirit GJV	CHS	Athletic	4
Spirit GV	CHS	Athletic	4
Basketball BJV	CHS	Athletic	5
Basketball BV	CHS	Athletic	5
Basketball FB	CHS	Athletic	5
Basketball GJV	CHS	Athletic	5
Basketball GV	CHS	Athletic	5
Boys Basketball	LMS	Athletic	5
Girls Basketball	LMS	Athletic	5
Art Club	CHS	Co-Curricula	1
Chess	GMS	Co-Curricula	1
Crusaders	LMS	Co-Curricula	1

Gay Straight Alliance	CHS	Co-Curricula	1
Grade 9 Advisor	CHS	Co-Curricula	1
Indoor Hockey League	LMS	Co-curricula	1
International Club	CHS	Co-curricula	1
Key Club	CHS	Co-curricula	1
Literary Club	LMS	Co-curricula	1
Literary Magazine	CHS	Co-Curricula	1
Math Club	LMS	Co-curricula	1
Pep Rally	CHS	Co-Curricula	1
SADD	CHS	Co-Curricula	1
Scarecrow Jamboree	GMS	Co-Curricula	1
Service	LMS	Co-Curricula	1
Ski Club	CHS	Co-Curricula	1
Ski Club	LMS	Co-Curricula	1
Ski Club	GMS	Co-Curricula	1
Technology Education Club	LMS	Co-curricula	1
Art Club	LMS	Co-curricula	2
Grade 10 Advisor	CHS	Co-Curricula	2
Math Team	CHS	Co-Curricula	2
NHS	CHS	Co-Curricula	2
School Newspaper	CHS	Co-Curricula	2
Student Council	LMS	Co-curricula	2
T.A.P	CHS	Co-Curricula	2
Destination Imagination	GMS	Co-Curricula	3
Drama Club	LMS	Co-Curricula	3
FBLA	CHS	Co-Curricula	3
Grade 11 Advisor	CHS	Co-Curricula	3
Granite State Challenge	CHS	Co-Curricula	3
Outing Club	CHS	Co-Curricula	3
Yearbook	LMS	Co-Curricula	3
Drama	CHS	Co-curricula	4
Grade 12 Advisor	CHS	Co-Curricula	4
Student Council	CHS	Co-Curricula	4
Yearbook	CHS	Co-Curricula	4
Team Leader	GMS	Special Assignment	1
Team Leader	GMS	Special Assignment	1
Team Leader	GMS	Special Assignment	1
Team Leader	GMS	Special Assignment	1
Team Leader	GMS	Special Assignment	1
Team Leader	GMS	Special Assignment	1
Team Leader	GMS	Special Assignment	1
Art Programs	GMS	Special Assignment	2

Art Programs	LMS	Special Assignment	2
Musical Director for Drama	CHS	Special Assignment	2
Natures Classroom Plan	LMS	Special Assignment	2
Senior Project (2)	CHS	Special Assignment	2
Sophomore Project (2)	CHS	Special Assignment	2
Tech Support	LMS	Special Assignment	2
Tech Support	GMS	Special Assignment	2
Tech Support	CHS	Special Assignment	2
Art Programs (2) divided	CHS	Special Assignment	3
Music	GMS	Special Assignment	3
Music Choral	LMS	Special Assignment	3
Music Choral	CHS	Special Assignment	3
Music Instrumental	LMS	Special Assignment	3
Music Instrumental	CHS	Special Assignment	3
Web Master	CHS	Special Assignment	3
Web Master	LMS	Special Assignment	3
Web Master	GMS	Special Assignment	3
Curriculum facilitator	CHS	Special Assignment	3
Curriculum facilitator	CHS	Special Assignment	3
Curriculum facilitator	CHS	Special Assignment	3
Curriculum facilitator	CHS	Special Assignment	3
Summer School Coordinator	CHS	Special Assignment	\$3,500
Athletic Coordinator	LMS	Special Assignment	\$3,278
Summer School Coordinator	LMS	Special Assignment	\$500

HOURLY RATES POSITIONS

Weight Room	CHS	Athletic	\$18.00
Saturday Detention	CHS	Special Assignment	\$18.00
Climbing Wall	CHS	Co-Curricula	To Be Reviewed

ADDENDUM TO STIPEND SCHEDULES

Notwithstanding the negotiated stipend schedules above, it is agreed that any current stipend paid for an existing 2004-2005 activity that is higher than the stipend amount listed for that activity in the above schedule will be grandfathered. The person will continue to be paid the grandfathered stipend amount until such time as a different person assumes responsibility for that activity. Any new person assuming responsibility for a grandfathered stipend position will be compensated based on the above contract stipend schedules.

PROTOCOL FOR ADDING NEW ATHLETIC AND CO-CURRICULAR ACTIVITIES

The following procedure will be followed for adding new athletic and/or co-curricular activities:

1. A person desiring to add a new activity must submit a written request to the building principal. The request must include the objectives of the activity; an outline of the proposed activities; the minimum expected hours to supervise the activity; and a detailed budgetary request.
2. The building principal will include the new activity request in his/her budget request to the Superintendent for the following annual budget.
3. Upon receipt of a new activity request, the Superintendent will meet with the LEA to discuss the request and agree on the tier of the new activity.
4. The Litchfield School Board will be the determining body to approve the new request and include the budgetary amount in its annual budget.
5. Once a new activity's budget has been officially approved within the operating budget, the new activity will be added to the LEA contract schedule in the year following approval. For example, if an activity was approved in the 2006-2007 budget, that activity will be added to the LEA contract for the 2007-2008 year.

**APPENDIX B
GRIEVANCE FORM**

Litchfield School Board - Litchfield Education Association

Date of Filing: _____

Name: _____

Article(s) of the Agreement being aggrieved (list specific sections of each Article, if applicable):

Nature of the grievance, including date it occurred:

Remedy requested:

Signature of Aggreived: _____

Principal's Response:

Appeal, if any, of the decision including date of appeal to the Superintendent.

Date: _____

Appeal to arbitration including date and signature of appropriate Association officer:

Date: _____ Association Officer: _____

APPENDIX C

WAIVER OF HEALTH INSURANCE

In accordance with the Agreement between the Litchfield School Board and the Litchfield Education Association, Article VI - Insurance Provisions, Section A., a teacher who elects no health insurance shall receive an annual payment of \$1,000. To receive this payment, a teacher must sign a waiver and show proof of other insurance coverage.

I _____, elect no health
(Please Print Name)

insurance for XXXX year. I have attached proof of other insurance coverage.

I understand that this waiver form must be received by the Office of the Superintendent no later than XXXXX to receive the annual payment of \$1,000.

Payment will begin on XXXXX and continue until XXXXX (16 pay periods).

Signature of Employee

Date

APPENDIX D

LITCHFIELD SCHOOL DISTRICT

Job Sharing Agreement

LENGTH OF WORK YEAR:

The length of the work year shall be 187 days pro-rated to job share plus pro-rated additional days if applicable.

LENGTH OF WORKDAY:

The length of the workday and weekly schedule will be as assigned by the building principal ensuring a minimum of a one hour overlap each week.

Each teacher will be responsible for carrying out all instructional assignments and any other assigned duties during their workday. It is understood that this constitutes the normal working day for professional services, plus whatever time is required for certain obligations to students, parents and the school. These include (but are not limited to) attending faculty meetings, team meetings, parent conferences and the time necessary to coordinating the efforts of job sharing unless otherwise assigned by the building principal.

Each teacher covered by this agreement shall participate in the equivalent of 3.5 standard workshop days sponsored by the district and as assigned by the building principal. Should a participant be required to attend additional workshops, they shall be compensated on a per diem basis.

SALARY:

Each teacher will be placed on the appropriate step of the salary schedule and will receive 50% of the stated salary for 187 days. Specialists job shared positions also include a prorating of additional workdays. Example: Librarians would prorate the 10 additional days to 5 days each.

A year's experience is credited on the salary schedule for 92 days of full time work or equivalent in an academic year.

HEALTH & DENTAL INSURANCE:

Should the employee enroll in the District's health or dental plans, the District will pay one-half of the premium benefit afforded to full time employees. The remaining portion of the premiums will be deducted from the employee's paychecks in equal payments. District will pay one-half of the waiver benefit allowed under the master contract, if eligible.

LEAVE:

Job sharing positions will be entitled to 7.5 days equivalent sick leave each year and 1.5 personal days equivalent.

FUNERAL LEAVE:

