

AGREEMENT
BETWEEN
LACONIA SCHOOL DISTRICT
AND
THE LACONIA EDUCATION ASSOCIATION

July 1, 2022 - June 30, 2025

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AGREEMENT

This Agreement entered into this _____, by and between the Laconia School District, hereinafter called the "District", and the Laconia Education Association affiliated with the NEA-New Hampshire and the National Education Association, hereinafter called the "Association".

DEFINITIONS

SCHOOL: The term "School", as used in this agreement, means any work location or functional division maintained by the District where instruction as required by the State is offered to the children enrolled in the Laconia School District.

TEACHER: The term "Teacher", as used in this agreement, means a person employed by the District as defined in Article I, Section 1, of the Agreement.

FACULTY REPRESENTATIVE: The term "Faculty Representative", as used in this Agreement, means the Association Faculty Representative.

PERSON: The term "Person", as used in this Agreement, means a person employed by the District as defined in Article I, Section 1 of this Agreement.

DAYS: The term "days" as used in this Agreement, means school days, except that during the summer it means Monday through Friday excluding holidays.

Whenever the singular is used in this Agreement, it is to include the plural.

ARTICLE I RECOGNITION

1.1 For purposes of collective negotiations, the District recognizes the Association is the exclusive representative of all teachers of the Laconia school District during the term of this Agreement. The term "teacher" shall include any individual employed by the District, the qualifications of whose position are such as to require the employee to hold an appropriate credential issued by the State Board of Education under its regulations governing the certification of teaching personnel, school nurses, school librarians/library media specialists, school counselors, speech pathologists, occupational therapists, and physical therapists. The term "teacher" shall exclude all other positions, such as the superintendent, assistant superintendent, principals, assistant principals, business administrator, supervisor of building and grounds, director of special education, coordinators of special education, career technical center director, persons employed by the State Board of Education, teacher consultants, teacher aides, school volunteers, bona fide executives or administrators, and school psychologists, 1:1 or shared nurses, and members of the Education Assistants of Laconia (EAL).

1.2 Unless otherwise indicated, the term "teacher", when used hereinafter in this Agreement, shall refer to employees represented by the Association in the negotiating unit as defined in Section 1.1 of this Article I.

1.3 Unless otherwise indicated, the term "administrator", when used hereinafter in this Agreement shall refer to those employees who serve in an administrative and/or supervisory capacity full-time or more than half time.

ARTICLE II MANAGEMENT'S RIGHTS

2.1 The School Board shall retain the sole right and authority to operate and direct the affairs of the School District in all its various aspects. Among the rights retained, in addition to those enumerated in RSA 273-A:1, IX, are the Board's right to determine the School District's mission and set standards and service offered to the public; to direct the working forces, to plan, direct, control and determine the operations or services to be conducted in and by the School District or by employees of the School District; to assign and transfer employees; to hire, promote, or demote employees and suspend, discipline or discharge employees; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce rules and regulations; to determine days of operation, employees' work schedule and school calendars; and to change methods, equipment or facilities. All rights, which ordinarily vested in and are exercised by public employers, except as such are specifically relinquished herein, are reserved to and remain vested by the School Board. Nothing in the foregoing shall convey rights limited by this collective bargaining agreement or law.

2.2 The parties understand that the District and the Superintendent may not 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. Agreement reached pursuant to Article IV hereof shall not constitute a waiver of and shall not be construed as a derogation of such powers, discretion and authorities.

2.3 Except as otherwise provided in this Agreement, or agreed to in writing between the parties, the determination of educational policy, the operation and management of schools, and the control, supervision and direction of the staff are vested exclusively in the District. It is further understood and agreed that the District has all those rights, powers, discretions, and authorities, which are vested in them by law.

All personnel policies, regulations, and similar statements of operating procedure which are in effect as of the final ratification of this contract by the Laconia City Council and shall remain in full force and effect and shall be considered to be merged herein. Such policies, regulations, and statements may be amended by the District, consistent with their recognized rights, provided that they are not in conflict with this Agreement and with the understanding that this provision does not constitute a waiver of the Association's right to bargain over material changes in terms and conditions of employment which may result from such amendment, in accordance with RSA 273-A.

ARTICLE III UNIT CERTIFICATION

3.1 Upon receipt, from the employees defined in Article I, Section 1.1, of appropriate evidence certifying the Association as their exclusive representative for collective negotiations, the District shall enter into negotiations under the procedure defined in Article IV. Appropriate evidence is hereby

defined as a certified statement that the Association has been designated by more than fifty percent (50 %) of the District's full-time teaching employees, as defined in Article I, Section 1.1, of this Agreement, as their exclusive representative for collective negotiations.

ARTICLE IV
PROCEDURE FOR NEGOTIATION
OF SUCCESSOR AGREEMENT

4.1 On or about October first (1st) of the prior year in which this Agreement expires, and subject to compliance with Article III and XVI, the Association may in writing by both letter and email to the Superintendent, notify the District of its desire to terminate or modify the terms and conditions of this Agreement and shall submit no later than October fifteenth (15th) to the District its demands on negotiable items. If proper notice is given, the parties shall, no later than November fifteenth (15th), meet, confer, and negotiate in accordance with the procedures set forth herein in a good faith effort to reach a mutual understanding and agreement.

4.2 The Negotiating Committee of the District and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement.

4.3 The District will assist the Association in obtaining non-confidential information in its possession as may be reasonably requested.

4.4 Any agreement reached shall be reduced to writing and signed by the District and the Association. Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding upon the District, unless and until the necessary appropriations have been made by the Laconia City Council. The District shall make a good faith effort to secure the funds necessary to implement said agreements.

4.5 If, after discussion of all negotiable matters, the parties fail to reach agreement, either party may declare an impasse. In the event of an impasse, either party may request the American Arbitration Association to appoint a mediator for the purpose of assisting them in reconciling their differences and resolving the controversy on terms which are mutually acceptable. The American Arbitration Association will, within ten (10) days after the receipt of such request, appoint a mediator in accordance with rules and procedures prescribed by it for making such appointment. The mediator will meet with the parties forthwith, either jointly or separately, in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement.

4.6 If the mediator is unable to effect settlement of the controversy within fifteen (15) days after his appointment, either party may, by written notification to the other, request that their differences be submitted to fact finding. Within five (5) days after receipt of the aforesaid written request, either party may request the American Arbitration Association to designate a fact finder. The American Arbitration Association will, within five (5) days after receipt of such request, designate a fact finder in accordance with rules and procedures prescribed by it for making such designation.

4.7 The fact finder will, within five (5) days following appointment, meet with the parties or their

representatives, or both, forthwith, either jointly or separately, make inquiries and investigations, hold hearings, or take such other steps as the fact finder deems appropriate. Any such hearings will be held in closed session. The District and the Association will furnish the fact finder, upon request, all records, papers, and information in their possession relating to any matter under investigation by or in issue before the fact finder. If the dispute is not resolved prior thereto, the fact finder shall make findings of fact and make terms of settlement regarding the disputed matters submitted to the fact finder. The fact finder may make this report public.

4.8 The cost for the services of the mediator and/or fact finder, including per diem expenses if any, will be shared equally by the District and the Association.

4.9 Determinations and/or recommendations under the provisions of section 4.6 and 4.7 of this Article IV, will not be binding on the parties.

4.10 During negotiations, the committee of the District and the committee of the Association will present relevant data, exchange points of view and make proposals and counter proposals.

ARTICLE V ASSOCIATION RIGHTS

5.1 The Association will have the right to use school buildings at reasonable times without cost for meetings. Requests for the use of buildings will be made to the Principal in advance. Future authorization is not necessary for local Association events.

5.2 The Association will, upon request, be given an opportunity to present brief reports and announcements at building faculty meetings.

5.3 The Association upon request will be given an opportunity to meet during an in-service day prior to the start of the student's school year. The School District will schedule no other activities during this time that involves the teaching staff.

5.4 The Association will have the right to post notices on its activities and matters of teacher concern in teacher's rooms and shall continue to have the use of the teacher mailbox system.

5.5 Upon notification by an employee (see Appendix D attached hereto), the District will deduct for professional association dues and forward such deduction to the Association treasurer. The District shall be held harmless from any and all claims in connection therewith.

5.6 The Association may, with permission from the Building Principal, use school equipment normally used by teachers for Association activities. However, expendable material will be at the expense of the Association.

5.7 Rights granted to the Association under this Article V shall not, in the judgment of the District, be disruptive or injurious to the Laconia Education System, its students, the faculty, or administration, nor in violation of any of the provisions of this Agreement. In making judgments under this section, the District shall not be arbitrary or capricious.

5.8 During the term of this Agreement, the rights and privileges set forth in this Article shall not be

granted to any other bargaining agent.

5.9 Requests under the provision of this Article shall mean permission and shall be made to the Building Principal or the Principal's designee.

5.10 A reasonable number of employees who act as representatives of the bargaining unit shall be given a reasonable opportunity to meet with the employer or the employer's representatives during working hours without loss of compensation or benefits.

5.11 Teachers shall not be required to work under conditions which violate any local, state or federal health or safety regulation.

5.12 The Association shall be supplied with all current District policies, directives, and job openings.

5.13 Professional Staff openings within the Laconia School District shall be posted in the schools as they occur. Bargaining unit members will be notified of specific openings during summer months provided that request is made in writing to the Superintendent's office prior to June fifteenth (15th).

5.14 Bargaining Unit members applying for professional staff openings, all qualifications being equal, shall be given preferential consideration over non-bargaining unit members subject to the understanding that the Laconia School District will have the authority, in its sole discretion, to make the final decision as to the employment of an individual teacher.

5.15 Upon request, the District will provide the Association with a list of newly hired staff and the number of years credit granted for classroom teaching experience and the number of years for other experience.

ARTICLE VI EVALUATION AND PERSONNEL FILE

6.1 The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced teachers for the purpose of improving instruction.

6.2 The observation of the work performance of a teacher will be conducted openly, and with full knowledge of the affected teacher.

6.3 Following each observation wherein negative performance was noted a conference will be held with the teacher to discuss the observation.

6.4 A teacher shall be given a copy of any evaluation report prepared by the evaluator(s) before any conference is held to discuss it. If the teacher is dissatisfied with this evaluation conference, the teacher may request, within ten (10) working days, additional conference time. Within ten (10) working days after the last conference date the teacher shall sign the report. Such signature shall indicate only that the report has been read by the teacher and in no way indicates agreement with the contents thereof. The evaluator shall return the written evaluation within fifteen (15) days following the last formal observation.

6.5 Complaints regarding a teacher made to any member of the administration by any parent, student, or

other person, which may be used to evaluate a teacher shall be promptly investigated. The complainant will be asked to meet with the teacher. If the complainant refuses to meet with the teacher, the allegations will be put in writing and the identity of the complainant and a copy of the written allegations will be provided to the teacher. The teacher shall be given an opportunity to respond. Following this procedure neither compels nor excuses the complainant from being a witness if there is a hearing. The teacher shall acknowledge that the teacher has had the opportunity to review the written allegations by affixing signature to a copy to be filed. Such signature will in no way indicate agreement with the contents thereof. In any event, if a teacher refuses to sign any report set forth in this Article, then such report may be placed in that respective teacher's file. A complaint lodged against a teacher shall be expunged from a teacher's file after a period of three (3) years if no complaints have been lodged against the employee within the three year time period. Unsubstantiated complaints shall be removed from a teacher's file.

6.6 The parties recognize and agree that, subject to the provisions of this Article VI, teacher evaluation is a supervisory function of department heads and curriculum coordinators.

6.7 Each new teacher to the Laconia School System shall be made aware of the School District's evaluation plan at the School District's Orientation Day, including criteria, goals, and objectives of any such plan (including new plans). Any new plan will provide that, during an annual evaluation cycle, professionals will work in conjunction with the supervising administrator to set goals, self-reflect, participate in observations, and participate in an annual summative evaluation. A joint committee will be formed to annually study and make recommendations for any new evaluation procedures. 'Evaluation procedures' do not include standards for evaluation of performance and do not include the contents of evaluation instruments. The committee will be comprised of five members appointed by the School Board and five members appointed by the Association. The committee's recommendations shall be submitted to the School Board and the Association. The Association shall have the right to contribute input and to meet and confer; but in any event, the District shall make the final determination on any matters under this Section 6.7.

6.8 Each teacher shall be entitled to access to the teacher's own personnel file at any time upon twenty-four (24) hours' notice to the Superintendent, or the Superintendent's designee. The teacher shall be entitled upon request to one electronic copy, without charge, each year of each document in the file that the teacher identifies for copying.

6.9 The teacher shall have the right to make an appropriate response to any material contained in the teacher's own personnel file and such response shall be made part of said teacher's file. Reproductions of such material may be made by hand or copying machine, if available.

ARTICLE VII TEACHER EMPLOYMENT

7.1 The District agrees to hire only those teachers who are certifiable by the New Hampshire State Department of Education for every regular teaching assignment, except this provision shall not apply in the instance where, in the opinion of the Superintendent, availability of personnel is critical and an appropriate waiver is granted. Upon request, the Association shall be notified by September 15th and April 15th of the employment of non-certified teachers.

7.2 For purposes of this Agreement, the period of service shall not be more than one hundred eighty-six

(186) days for the school year. Days to be allocated as follows:

- A maximum of one hundred eighty (180) Teaching Days
- In-service Days: If there are one hundred eighty (180) teaching days, there will be six (6) in-service days, one (1) day for teachers to work in their classrooms preparing for the arrival of students, one (1) day for teachers to work in their classrooms after the last student day, four (4) in-service days at the discretion of the Superintendent). For each one (1) day that teaching days are decreased below one hundred eighty (180), in-service days will increase by one day. The Superintendent will consult with administrators and Association representatives to help plan activities for two (2) of the in-service days, but the Superintendent ultimately has the final decision and discretion on how those days will be used.

7.3 The Association and its members recognize that each teacher has a professional responsibility to provide the best possible opportunity to each and every student. The workday for each middle and high school teacher shall begin twenty (20) minutes prior to and end thirty (30) minutes after the school day for students. The workday for each elementary school teacher shall include a total of fifty (50) minutes prior to and after the school day for students, including at least twenty (20) minutes prior to and twenty (20) minutes after the school day for students; the other ten (10) minutes shall be assigned by the building administrator after consultation with the Association and the teacher.

7.4 The time set for the beginning and the end of the student day shall be established at the discretion of the School District. The District shall, through its Superintendent, advise the Association of proposed changes in the schedule of the student day and shall solicit and consider the position of the Association with respect to such proposals. Unless presented with extraordinary circumstances, the District shall submit to the Association proposed changes in the school day at least sixty (60) days before the effective date on which the proposed changes would be implemented; the Association will present its comments in response to the District's proposal no more than thirty (30) days after submission.

7.5 Teachers are expected to put in whatever time necessary to carry out their professional duties, including faculty meetings, conferences with parents or students, extra help to students, open house, or conferences with administration as required. Such meetings shall be of reasonable duration and with reasonable notice.

7.6 At the high school, teachers will have an uninterrupted duty free lunch period. A teacher at the elementary and middle school will have an uninterrupted duty free lunch period of at least thirty (30) minutes.

7.7 Except in unusual circumstances, teachers will be notified of their teaching assignment for the ensuing year two (2) weeks after the adoption of the school budget by the City Council, or the last regular school day, whichever comes first, but not prior to May 1st.

7.8 Teachers who have satisfactorily completed academic courses and who wish to use such additional credits for salary purposes must notify the Superintendent no later than ten (10) school days following the reopening of school. Time requirements specified in this Section 7.8 may be extended by mutual agreement.

7.9 The Association agrees to submit to the District, for its consideration, suggestions for the school calendar on or before November first (1st) of the preceding year. The Association will also be given an opportunity to provide input, and meet and confer, in instances where the school calendar may require or

undergo modification during the school year. The District shall have the right to establish the school calendar and to make appropriate changes at any time, and such action by the District shall not be subject to the grievance procedures of this Agreement.

7.10 The District will provide in its budget, funds to reimburse teachers for the costs of courses, workshops, and/or conferences that are approved by the Superintendent, or the Superintendent's designee. The Superintendent, or the Superintendent's designee, shall have the sole and exclusive judgment under the provisions of this Section 7.10 and said judgment shall not be subject to the Grievance Procedures of this Agreement. Payment under this Section 7.10 shall require proof of payment and documentation of satisfactory completion of a course, or attendance at a workshop or conference. An individual shall only be required to complete a purchase order for payment.

If a teacher requests compensation for course or conference reimbursement during the summer trimester and resigns or takes an administrator's position prior to the opening day of the ensuing school year, they will not be reimbursed for said expenses.

The District shall budget \$79,000 annually for the sole purpose of funding this article. Each teacher may request initial reimbursement up to \$700.00 for professional development expenses annually. Monies remaining in this account at the end of the fiscal year will be distributed proportionally to those bargaining unit members who have been partially reimbursed during that fiscal year, however, no one shall receive more monies in this distribution than originally requested or in excess of the tuition costs. Reimbursement under this article shall not exceed \$79,000 annually.

Substitute costs for workshops and conferences funded under this Article will be deducted from an additional yearly allocation, which is capped at \$10,000.

Funds for courses, workshops, and conferences can be encumbered in advance (from the allocation of the semester during which the courses, workshops, and/or conferences are being held.)

7.11 In-Service Days set forth in Section 7.2 of this Article VII shall be determined with the cooperation of the Association and the parties shall meet and confer, both as to the content and number of days. In any event the Superintendent shall make the final determination, both as to content and number of days, except that the number of days may not exceed the number set forth in Section 7.2.

7.12 Reduction in Force – Layoff

7.12.1 If the District determines it necessary to decrease the number of teachers or eliminate any position, the School Board, in consultation with the Superintendent and the School Principals, shall determine the positions to be affected within the District.

7.12.2 When a reduction in force is to occur in an assignment area, it first shall be accomplished by attrition (resignations and retirements), if any.

7.12.3 If further reduction in force is necessary in the assignment area, then long-term substitute, temporary or fill-in teachers and/or any teacher who has not taught either for at least two years in the Laconia School District or for at least four consecutive years in any school district(s) will be laid off next.

7.12.4 If additional reduction in force is necessary in the assignment area, the following factors shall

be considered in deciding which position(s) shall be laid off:

- A. Seniority;
- B. Education, Licensures and Certifications, and Professional Development;
- C. Ability and Performance;
- D. When factors (b) and (c) above are relatively equal, factor (a) shall govern.

7.12.5 A teacher being laid off who is certified and qualified for another subject area or position, and who has at least one school year of teaching experience in that subject area or position, may displace a teacher in the other area or position based upon the factors in 7.12.4.

7.12.6 No teacher may be prevented from securing other employment during the period the teacher is laid off under this Article VII.

7.12.7 When teaching positions become available, laid off teachers shall be reinstated in the inverse order of their being laid off, at the time of their reinstatement, if they are certified and qualified to teach the available position. Recall rights shall be limited as follows:

- A. They shall exist for two (2) school years following the school year in which the layoff notice is received;
- B. The laid-off teacher shall maintain an up-to-date record with the School District as to where the teacher can be notified of a recall;
- C. The laid-off teacher shall keep the District and/or Administration informed as to the teacher's areas of certification;
- D. Teachers must accept a recall within ten (10) days after its receipt by the teacher or be deemed to have waived such rights;
- E. A recalled teacher's credit for previous years of service shall not be lost as a result of layoff.

7.12.8 Seniority means consecutive years of service immediately prior to the reduction in force, but Board approved leaves of absence shall neither constitute years of service nor a break in consecutive years of service. If consecutive years of service are equal among multiple teachers, the date of the signed contract at the start of the consecutive years of service shall prevail.

7.12.9 By October first (1st) of each school year, the Association shall be provided with a seniority list of all bargaining unit members, which lists the name, school, assignment, length of service to the District and date of hire. Date of hire is determined by the date of the signed contract. Upon the receipt of the annual seniority list, the Association shall have thirty (30) calendar days to provide written notice to the District of any corrections to the list that the Association believes are necessary.

7.13 At the elementary level, each regular classroom teacher shall have three (3) weekly preparation periods equal to the time allotted to the teaching of Art, Music, and Physical Education for that teacher's class. At the high school level and middle school level, teachers will have a daily preparation period equal to the time allotted in an instructional period. Teachers will be assigned student supervisory responsibilities before, during, or after the student school day. Teachers may volunteer to be assigned to duty during the school day so as to avoid a before or after school duty. If the District does not provide such a preparation period, the regular classroom teacher shall be compensated at a rate equal to one nine hundredth (1/900th) of the current Bachelors First Step Annual Salary. It shall be the classroom teacher's responsibility to notify the Superintendent's office on the forms provided within two (2) weeks of the loss of a preparation period as provided for in this section.

7.14 Teachers at the elementary, middle school, and high school who are asked to serve as substitutes

during their preparation period shall be compensated at a rate equal to one nine hundredth (1/900th) of the current Bachelors First Step Annual Salary. It shall be the teacher's responsibility to notify the Superintendent's office on the forms provided within two weeks of the loss of a preparation period as provided for in this section.

ARTICLE VIII RATES OF PAY

8.1 The Compensation Plan and its application are set forth in Appendix A attached hereto. The salary of employees covered by this Agreement shall be prorated at one-one hundred eighty-sixth (1/186) of his/her appropriate salary step.

8.2 Teachers shall have the option of salary payments prorated on the basis of twenty-two (22) payments or twenty-six (26) payments. Those teachers electing twenty-six (26) payments shall have the balance paid in a lump sum or four (4) equal payments on the last day of school in June.

ARTICLE IX GRIEVANCE PROCEDURE

9.1 Definition: A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers based upon the interpretation, application, or violation of any of the provisions of this Agreement. An "aggrieved teacher" is the person or persons making the claim. All time limits specified in this Article IX shall mean school days, except under Section 9.9 of this Article.

9.2 Purpose: The parties acknowledge that it is more desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. Grievances that are not satisfactorily settled in an informal way, shall be reduced to writing (See Appendix E attached hereto) and referred to the following formal grievance procedure.

9.3 Right of Representation: A teacher covered by this Agreement shall, under this Article, have the right to have an Association representative present at any time subject to the teacher's requesting such representation.

9.4 Formal Procedure: The grievance shall state the specified alleged violation or condition with proper reference to the contract Agreement. Grievances must be initiated within six months of when the grievant knew or should have known of the action complained of. The Association will identify the class of affected employees in class action grievances.

Level A: Within ten (10) days of receipt of a formal grievance, the Building Principal shall meet with the aggrieved teacher. Within ten (10) days following any such meeting, the Principal shall give an answer in writing. If the grievance is not settled at this level, then it may be referred to Level B within ten (10) days of the receipt of an answer given at this level.

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

Level C: Within ten (10) days of a grievance being referred to this level, the Board will hold a hearing with the participants of Levels B and C and examine the facts of the grievance. The Board will thereafter, within ten (10) days of such hearing, give its answer. If the grievance is still not settled, the matter may be referred to arbitration as set forth in Level D of this procedure.

Level D: Except as otherwise provided in this Article IX, if the grievance remains unsettled then the matter may be referred by the Association to arbitration. If the matter is referred to arbitration, then the parties shall apply to the American Arbitration Association or other mutually agreed upon arbitration service to name an arbitrator under the rules and procedures of the service. The arbitrator's power and authority shall be limited to interpretation and application of the provisions of this Agreement and the arbitrator shall have no power or authority to add to, subtract from, alter, or modify any of the provisions of this Agreement, and finally, the arbitrator shall have no power or authority to order the reinstatement of any teacher who is dismissed or non-renewed by the School Board. The arbitrator shall thereafter submit a decision to both parties. The arbitrator's decision shall be binding on both parties. The parties agree to share equally in the compensation and expense of the arbitrator.

9.5 Time periods specified in this procedure may be extended by mutual agreement.

9.6 Upon selection and certification by the Association, the District shall recognize an Association Grievance Committee.

9.7 Grievance(s) of a general nature, or involving the Superintendent, may be submitted by the Association to Level B.

9.8 A grievance, in order to be considered further, must be forwarded to the next appropriate level within ten (10) days from receipt of the answer given at the preceding level.

9.9 In the event a grievance is filed on or after June first (1st), the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.

9.10 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person to proceed to the next level. Failure at any level of the procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

9.11 The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any personal grievance(s).

9.12 All documents relating to a grievance shall be filed separately from the teacher's personnel file. This provision shall not preclude the District from placing in the personnel file an appropriate notice of disciplinary action taken upon the conclusion of the grievance process.

9.13 The following matters are excluded from the arbitration provisions, but not from the grievance procedures, of this Agreement:

- A. Economics, which is the prerogative of the City Council, i.e., additional funds as set forth in Section 4.4 of this Agreement;
- B. Management prerogatives as set forth in this Agreement and as provided and

- interpreted under RSA 273;
- C. School Board Policy;
- D. Suspension, dismissal, and non-renewal of a teacher, which shall be accomplished solely under the appropriate RSA's;
- E. Section 5.14 of this Agreement (preferential consideration);
- F. Placement of teachers into categories for all co-curricular positions.

9.14 Matters which are grievable but not arbitrable under the provision of this Article IX may be referred only through Level C and in such matters the decision of the School Board shall be final and shall not be subject to the Grievance and Arbitration Provisions of the Agreement.

9.15 The Association may provide input with respect to proposals for the adoption or amendment of school policy.

ARTICLE X LEAVES OF ABSENCE

10.1 It is agreed that the use of leave days will be confined to legitimate purposes provided in this Article.

10.2 Sick leave shall be confined to the personal illness of a teacher, illness within the family, or medical appointments, excluding work-connected disability covered by New Hampshire Workers' Compensation Laws.

10.3 Teachers will begin each contract year with fifteen (15) days sick leave to be paid at their applicable salary rate up to a maximum of one hundred thirty-five (135) days. The immediate supervisor and/or the Superintendent may request medical evidence from the District's physician whenever they feel it necessary or appropriate. The District shall pay the cost of any such examination.

10.4 The District shall pay a teacher at a rate equal to one-one hundred eightieth (1/180th) of that teacher's annual base salary for up to thirty (30) accumulated sick days upon that teacher leaving the District after fifteen (15) years of district service.

10.5 Family Medical Leave Act: The SAU's policy is to provide FMLA benefits on a Fiscal year, July 1 to June 30, and it is required that the employee apply any accrued paid leave towards their FMLA leave.

10.6 Child care leave of up to one (1) year, for either natural or adoptive parents, shall be granted without pay to teachers upon written request for such leave. Notification of the intent to take such leave shall be made to the Superintendent at least sixty (60) days prior to the date to which the leave is to begin, except in cases of emergency. Childcare leave notification shall also include the expected termination date of such leave. At the conclusion of the leave, the teacher shall return to the same or similar position except if the position has been eliminated, in which case they would be dealt with under 7.12 of this Agreement.

10.7 Teachers shall be entitled to a maximum of three (3) paid personal leave days per year. Personal days are defined as conducting important affairs which cannot be accomplished at any other time, attending to sick relatives, and important Holy Days. Personal days may be used without reason or the written approval from the district with twenty-four (24) hours' notice to the building administrator. The teacher will notify the sub line of the absence. These days may only be taken the day before or after a

school vacation (summer, Thanksgiving, December, February or April) with the prior approval of the Superintendent and the general nature of the issue requiring the day (e.g. legal purposes). Prior approval will be waived in the case of an emergency but approval must be granted by the Superintendent once the teacher returns to work in order for the teacher to be paid. In the event such requests are denied, a reason shall be provided. The Superintendent at his discretion may grant additional days with or without pay and such action by the Superintendent shall not be subject to grievance procedures of this agreement.

10.8 An employee who is absent due to a work-connected illness or accident (Worker's Compensation) may receive the net difference between Worker's Compensation payments and the employee's full pay at the employee's applicable salary rate and such payment by the District shall continue until any such employee has used all of the employee's respective accumulated sick leave. Thereafter, the employee shall continue to receive only those monies paid to the employee under the provision of the Worker's Compensation Laws of the State of New Hampshire. Amounts paid by the District under the provisions of this Section 10.8 shall be subject to usual and customary payroll deductions (taxes, et cetera). In no event shall any teacher receive monies in excess of the regular net earnings to which the teacher was entitled prior to any such Worker's Compensation claim.

10.9 Military leave of absence shall be granted by the District in accordance with State and Federal statutes.

10.10 An employee called as a juror will be paid the difference between the fee such employee receives for such service and the amount of earnings lost by such employee by reason of such service, based on the employee's regular daily rate. Satisfactory evidence (court issued pay stub) must be submitted to the employee's immediate supervisor. If an employee is asked to prepare written lesson plans beyond the normal three-day period, said employee shall be allowed to keep the daily juror pay.

10.11 An employee called to serve not more than a fourteen (14) days annual training tour of duty with National Guard or Armed Forces Reserves will be paid the difference between the employee's pay such government service and the amount of earnings lost by such employee for reason of such service based on the employee's regular daily rate.

10.12 Teachers shall be entitled to a maximum of five (5) days for bereavement leave for members of their immediate family. Immediate family is defined as mother, father, sister, brother, spouse, children and grandparent of the employee, and the same relatives of the employee's spouse. In extenuating circumstances, the Superintendent may grant additional leave under this Section 10.12 as set forth in Section 10.14 of this Article.

10.13 Sabbatical Leave - Sabbatical leaves for study and/or educational enrichment shall be granted to teachers by the District subject to the following conditions:

- A. The teacher must have completed six (6) consecutive years of service in the District; and
- B. The teacher must notify the Superintendent of Schools in writing for a request for sabbatical leave before March 1 for leave that will occur during the next school year; and
- C. The decision to grant the sabbatical leave shall be the exclusive prerogative of the School District; and
- D. At the discretion of the School District, a teacher may be reimbursed for one-half (1/2) salary

and retain benefits for up to one full year or reimbursement for full salary and retain benefits for up to one-half (1/2) year subject to the condition that a teacher so compensated at the discretion of the District, shall promise to teach in the District for at least two (2) years following his/her return from sabbatical leave; and

- E. The School District shall notify any applicant of its decision with respect to sabbatical leave on or before April 1, following the application for leave; and
- F. The District reserves the right to limit the number of leaves granted to eligible teachers in any one (1) year and the right to review and either grant or deny any such sabbatical leave request either with or without salary and benefits; and
- G. If a teacher on compensated sabbatical leave is unable or unwilling to return at the conclusion of the leave period he or she will be considered to have voluntarily resigned the position and will be obligated to repay to the system an amount equal to compensation, part salary and benefits, received during the sabbatical leave; and
- H. Upon return from the sabbatical leave, any teacher on sabbatical shall be placed at the appropriate salary level, which the teacher would have achieved had he/she remained actively employed in the District; and
- I. Upon return from leave, the teacher on sabbatical leave will be entitled to the same position, if the position still exists within the system; and
- J. Decisions of the District under this Article are not subject to the grievance and arbitration process of Article 9 of this contract.

10.14 Leaves for any and all other reason(s), paid or not paid, shall be granted at the discretion of the District or its designee.

10.15 A sick leave bank shall be established for members of this bargaining unit.

- A. The sick bank shall apply to a disability or illness (excluding work related accident) which causes an employee to be unable to perform his/her contractual obligations for five (5) contract days or more.
- B. In order to participate in the sick bank, members of this bargaining unit shall donate one (1) day from their individual sick leave under Section 10.3 to be deposited into the sick bank, as follows. Each participating member of the bargaining unit shall donate one (1) day by the end of the first week of school each year. A person who begins as a member of the bargaining unit after the first week of school and wishes to participate shall donate one (1) day by the end of their first week of employment as a member of the bargaining unit. The sick bank will not be replenished at any time other than as described herein.
- C. To be eligible to receive benefits from the sick bank, a member of this bargaining unit must: (a) either be in or have completed his/her first full school year of employment in this bargaining unit; (b) have donated days to the sick bank as described herein; (c) have exhausted all of his/her sick leave under Section 10.3; (d) present satisfactory medical evidence of disability or illness (excluding work related accident) which causes the employee to be unable to perform his/her contractual obligations for five contract days or more; and (e) receive approval by the committee.

- D. An eligible employee may draw up to a maximum of forty-five (45) days from the sick bank in any one contract year provided the sick bank balance meets or exceeds the days requested.
- E. Each year, participating members will donate one (1) sick day as defined in Section 10.15(3). Unused sick days in the sick bank will carry over only as necessary to replenish the sick bank to a maximum of two-hundred (200) sick days.
- F. A committee of the Superintendent, a Building Administrator designated by the Superintendent, and two (2) LEA appointees, shall have final authority to grant or deny all sick bank requests. This section of the Agreement shall not be grievable.

ARTICLE XI INSURANCE

11.1 The District agrees to maintain in effect an insurance plan for all employees so long as they remain on the Laconia School District payroll. A summary of the benefits to be provided under said plan is set forth in Appendix B hereto.

11.2 The District will not itself pay the insurance benefits referred to in Section 11.1, but will obtain policies or contracts from insurance companies which will administer said benefits.

ARTICLE XII MISCELLANEOUS PROVISIONS

12.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

12.2 The District and the Association agree that there shall be no discrimination in their educational programs, activities, or employment practices. All practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers, or in the application or administration of this Agreement on the basis of race, color, religion, national origin, age, gender, handicap, disability, sexual orientation, marital status, pregnancy, and membership or activity in the Association.

12.3 Copies of this Agreement shall be printed at the expense of the District within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the District.

12.4 Any individual contract (see Appendix C attached hereto) between the District and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, it shall be considered invalid and this Agreement, during its duration, shall be controlling.

12.5 No teacher will be disciplined, reprimanded, or suspended except for just cause. For purposes of this Agreement, discipline shall not include issues of dismissal, or non-renewal, which fall under the appropriate RSA's.

12.6 After-school workshops shall be limited to eight (8) hours per year.

12.7 Retirement Benefit:

A. Eligibility Criteria:

Minimum Service in Laconia:	15 years at the time of request
Minimum Age at Date of Retirement:	60 years (effective 2015-16) for employees hired after July 1, 2015
	57 years (effective (2017-18) for employees hired prior to June 30, 2015

Must be eligible for early or normal retirement under the NHRS.

B. Notice of Intent: Notice of one's intent to retire under this plan must be submitted in writing to the Superintendent of Schools no later than September 1, the year prior to the last full year of full time employment (i.e., 22 months before retirement). Exceptions to this notification requirement may be made at the discretion of the District or its designee..

C. Formula for Implementation: The incentive payment shall be determined by the following:

Percentage of Last Salary

20% (yr. prior) * 40% (last yr.)*

*Of that year's salary

D. Notice of retirement will be considered a commitment on the part of the employee and unless a significant change occurs on the part of the employee, it cannot be retracted without School District authorization and repayment of all costs incurred by the District. A significant change will be dealt with on a case-by-case basis by the Superintendent without he/she being arbitrary or capricious to the affected individual.

The individual may choose to accept a single sum payment(s) to be made (so that it can be included in the calculation of individual's retirement) following the date of retirement or may choose to accept the principal in an equal number of installments to be established by dividing the principal amount by the number of years remaining between the early retirement age selected and age sixty-five (65).

E. Definitions Regarding Retirement Provisions:

1. Age: Actual age in years at the time of retirement. Years of credit based on the number of contracts executed for active teaching.
2. Last salary: Shall mean the amount earned in the last full school year of Laconia employment. This is the annual salary as defined under New Hampshire Retirement System.
3. Year Prior: The year prior to the school year in which retirement is planned.

4. Annual Salary: Means the amount paid for services specified in the contract, which involve a teaching, administrative, or supervisory function. It does not include the amount paid for extra duty assignments, unused sick leave, unused vacation, terminal pay, or longevity.
5. Maximum last salary: When utilizing the Formula for Implementation, it shall not exceed the respective degree column and step of the teacher's salary schedule.

F. Insurance Benefits: Each employee retiree under this Section 12.8 shall be eligible to receive single person health insurance benefits as stated in Appendix B.1 from time of retirement until age sixty-five (65) or for eight (8) years after retirement, whichever is less. If the retiree does not enroll in the District health insurance plan at the time of retirement, in order to enroll at a later date, the retiree must be enrolled in another employer sponsored plan with continuous coverage from the date of retirement up to the date of re-enrollment and the retiree may only enroll if the retiree ceases to be eligible for the plan. The employer will pay the following portion of the insurance premium each year, and the retiree will pay the difference:

<u>If the retiree enrolls in the health insurance plan at age:</u>	<u>The District will pay:</u>
57	62.5%
58	71.4%
59	83.3%
60-64	100%

If the retiree has 30+ years of service in the Laconia School District, the District will pay 100% of the health insurance for retirement age fifty-seven (57) or greater and up to age sixty-five (65).

(Regardless of service time, retirees will be eligible for single person coverage. Two person or family plans may be purchased at the retiree's expense.)

G. Teachers shall not be eligible for longevity benefits described in Section 3 of Appendix A.2 if they choose early retirement under 12.8 of this Agreement.

H. Benefits provided under this Section shall not be paid to the estate of that teacher nor to the spouse of a surviving spouse of that deceased teacher.

I. The limit on the number of people eligible to retire in any single year is five (5). In the event that more than the specified number apply in any single year, the plan shall be limited to the most senior applicants. The District shall determine seniority by years of service in the Laconia School District, then by the date of signing of the contract by the employee. The District may, at its discretion, approve additional applications for the plan.

J. Employees who have been employed as a teacher in the Laconia School District for a period of at least fifteen (15) years and do not take early retirement shall be eligible upon retirement from the Laconia School System to a one time lump sum payment per year for each year of service with the District of \$225.

12.8 Significant curriculum work done outside the teacher's day shall be compensated at a rate of 1/180 of the base salary (Step 1) for a 6.5-hour workday. For the purposes of this Section, the term significant curriculum work is defined as curriculum work outside the 6.5-hour workday, including developing assessments for the PACE program, not done during faculty meetings as described in Article 7.5 of this Agreement exceeding thirteen (13) hours per year. Curriculum work exceeding thirteen (13) hours per year shall be compensated for at the agreed upon rate.¹

12.9 The District shall have as its objective equity in the placement of students with IEP Programs in all classrooms of a particular grade level. It is recognized by both parties that for educational reasons and/or practical reasons equity, in some cases, may be unattainable.

ARTICLE XIII NOTICE UNDER AGREEMENT

13.1 Whenever written notice to the District is provided for in this Agreement, such notice shall be addressed to the Laconia School Board Chairperson, 39 Harvard Street School, Laconia, NH 03246.

13.2 Whenever written notice to the Laconia Education Association is provided for in this Agreement, such notice shall be addressed to the Laconia Education Association, c/o the President, Box 502, Laconia, NH 03247.

13.3 Either party by written notice may change the address at which future written notices to it shall be given.

ARTICLE XIV STRIKES AND SANCTIONS

14.1 The Association and the District subscribe to the principle that differences shall be resolved without interruption of the school program. The Association, therefore, agrees that it will not sponsor or support any strike, sanction, or work stoppage, nor will the Association sponsor or support any other concerted refusal to perform work by the employees covered by this Agreement nor will the Association sponsor or support any instigation thereof, during the life of this Agreement, nor shall the District engage in any form of lockout against teachers.

ARTICLE XV FINAL RESOLUTION

15.1 This Agreement represents the final resolution of all matters in dispute between the parties, and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

¹ Section 12.8 does not apply to non-curriculum work, and does not change the practice of paying a stipend (rather than the amount under Section 12.8) for non-curriculum work.

ARTICLE XVI
DURATION OF AGREEMENT

16.1 “This Agreement shall commence on July 1, 2022, and shall continue in full force in effect until twelve o’clock midnight June 30, 2025.”

B. For school years 2022-2025, the District or the Association may reopen negotiations over health insurance (including the health plan that the District shall provide, the percentage shares of the premium, and the Affordable Care Act adjustment) and salaries; the health insurance and the salary provisions in this Agreement shall not change unless the District and the Association mutually agree to change them.”

16.2 This Agreement may be extended from time-to-time beyond its expiration date by written mutual agreement of the representatives of the Laconia School District and the Laconia Education Association.

**APPENDIX A.1
LACONIA SCHOOL DISTRICT COMPENSATION
2022-2025**

All employees covered by this Agreement will be compensated by the District during the term of this Agreement in accordance with Appendix A.1 to A.4, attached hereto.

1. Newly hired employees with experience will be placed at the salary level which corresponds to their level of credited experience and academic achievement.²
2. The Superintendent shall continue to have the right to withhold for just cause all or part of any salary increase to which any employee covered by this Agreement may be entitled hereunder.
3. It is understood by the parties that should they fail to agree on a successor contract prior to the opening of school in September of the year in which this Agreement terminates under Section 16.1, the School District shall be under no obligation to pay an employee at any rate or step other than that rate and step paid to that employee during the previous school year.

² This reflects current practice.

**APPENDIX A.1
SALARY SCHEDULES**

2022-23 Salary Schedule

Step	B	B+15	M	M+15	M+30
1	43,573	45,073	46,673	48,173	49,673
2	44,973	46,473	48,323	49,823	51,323
3	46,373	47,873	49,973	51,473	52,973
4	47,773	49,273	51,623	53,123	54,623
5	49,173	50,673	53,273	54,773	56,273
6	50,273	51,773	54,623	56,123	57,623
7	51,673	53,173	56,273	57,773	59,273
8	53,073	54,573	57,923	59,423	60,923
9	54,473	55,973	59,573	61,073	62,573
10	55,873	57,373	61,223	62,723	64,223
11	57,273	58,773	62,873	64,373	65,873
12	58,673	60,173	64,523	66,023	67,523
Off Step 1/13	59,873	61,373	66,173	67,673	69,173
Off Step 2/14	61,273	62,773	67,823	69,323	70,823
Off Step 3/15	62,673	64,173	69,473	70,973	72,473
Off Step 4	64,073	65,573	70,923	72,423	73,923
Off Step 5	65,473	66,973	72,573	74,073	75,573
Off Step 6	66,873	68,373	74,223	75,723	77,223
Off Step 7	68,273	69,773	75,873	77,373	78,873
Off Step 8	68,606	70,193	76,237	77,923	79,797
Off Step 9	69,160	70,814	76,814	78,645	80,808
Off Step 10	69,410	71,158	77,098	79,131	81,700
OffStep 11	69,510	71,258	77,198	79,231	81,800

\$1400 Off-Step increase for B, B+15 over the prior year's salary.

\$1650 Off-Step increase for M, M+15, M+30 over the prior year's salary.

**APPENDIX A.1 (cont.)
SALARY SCHEDULES**

2023-2024 Salary Schedule

Step	B	B+15	M	M+15	M+30
1	43,973	45,473	47,073	48,573	50,073
2	45,373	46,873	48,723	50,223	51,723
3	46,773	48,273	50,373	51,873	53,373
4	48,173	49,673	52,023	53,523	55,023
5	49,573	51,073	53,673	55,173	56,673
6	50,373	51,873	54,723	56,223	57,723
7	51,773	53,273	56,373	57,873	59,373
8	53,173	54,673	58,023	59,523	61,023
9	54,573	56,073	59,673	61,173	62,673
10	55,973	57,473	61,323	62,823	64,323
11	57,373	58,873	62,973	64,473	65,973
12	58,773	60,273	64,623	66,123	67,623
Off Step 1/13	60,073	61,573	66,273	67,773	69,273
Off Step 2/14	61,273	62,773	67,923	69,423	70,923
Off Step 3/15	62,673	64,173	69,573	71,073	72,573
Off Step 4	64,073	65,573	70,873	72,373	73,873
Off Step 5	65,473	66,973	72,323	73,823	75,323
Off Step 6	66,873	68,373	73,973	75,473	76,973
Off Step 7	68,273	69,773	75,623	77,123	78,623
Off Step 8	69,673	71,173	77,273	78,773	80,273
Off Step 9	70,006	71,593	77,637	79,323	81,197
Off Step 10	70,560	72,214	78,214	80,045	82,208
Off Step 11	70,810	72,558	78,498	80,531	83,100
Off Step 12	70,910	72,658	78,598	80,631	83,200

\$1400 Off-Step increase for B, B+15, M, M+15, M+30 over the prior year's salary.

**APPENDIX A.1 (cont.)
SALARY SCHEDULES**

2024-25 Salary Schedule

Step	B	B+15	M	M+15	M+30
1	44,173	45,673	47,273	48,773	50,273
2	45,573	47,073	48,923	50,423	51,923
3	46,973	48,473	50,573	52,073	53,573
4	48,373	49,873	52,223	53,723	55,223
5	49,773	51,273	53,873	55,373	56,873
6	50,473	51,973	54,823	56,323	57,823
7	51,873	53,373	56,473	57,973	59,473
8	53,273	54,773	58,123	59,623	61,123
9	54,673	56,173	59,773	61,273	62,773
10	56,073	57,573	61,423	62,923	64,423
11	57,473	58,973	63,073	64,573	66,073
12	58,873	60,373	64,723	66,223	67,723
Off Step 1/13	60,173	61,673	66,373	67,873	69,373
Off Step 2/14	61,473	62,973	68,023	69,523	71,023
Off Step 3/15	62,673	64,173	69,673	71,173	72,673
Off Step 4	64,073	65,573	70,973	72,473	73,973
Off Step 5	65,473	66,973	72,273	73,773	75,273
Off Step 6	66,873	68,373	73,723	75,223	76,723
Off Step 7	68,273	69,773	75,373	76,873	78,373
Off Step 8	69,673	71,173	77,023	78,523	80,023
Off Step 9	71,073	72,573	78,673	80,173	81,673
Off Step 10	71,406	72,993	79,037	80,723	82,597
OffStep 11	71,960	73,614	79,614	81,445	83,608
Off Step 12	72,210	73,958	79,898	81,931	84,500
Off Step 13	72,310	74,058	79,998	82,031	84,600

\$1400 Off-Step increase for B, B+15, M, M+15, M+30 over the prior year's salary.

**APPENDIX A.2
LACONIA SCHOOL DISTRICT
CO-CURRICULAR, VOCATIONAL, DEPARTMENT HEADS,
AND INTERSCHOLASTIC BASE SALARIES**

ACTIVITY	22-23	23-24	24-25
Co-Curricular			
Category #1:			
Drama, Fall, LHS	1750	1750	1750
Drama, Spring, LHS	1750	1750	1750
Math Team, LHS	1750	1750	1750
Key Club	1750	1750	1750
Senior Class Advisor (±)	1750	1750	1750
Student Council, LHS	1750	1750	1750
Yearbook, LMS	1750	1750	1750
Student Council, LMS	1750	1750	1750
Interact Service Club	1750	1750	1750
Drama Vocal Director	1750	1750	1750
Category #2:			
Junior Class Advisor	1300	1300	1300
Drama Fall, LMS	1300	1300	1300
Drama, Spring, LMS	1300	1300	1300
7 th & 8 th Grade Mathalon	1300	1300	1300
Choral Accompanist	1300	1300	1300
Category #3:			
Sophomore Class Advisor	1100	1100	1100
Yearbook Advisor	1100	1100	1100
Category #4:			
National Honor Society	1100	1100	1100
Freshman Class Advisor	1100	1100	1100
Junior National Honor Society	1100	1100	1100
Category #5:			
Art Club, LHS	800	800	800
6th Grade Mathalon, LMS	800	800	800
LHS Graduation Advisor	800	800	800
Marching Percussion	800	800	800
French Club	800	800	800
SADD	800	800	800
Asst. Drama LHS (Spring)	800	800	800
Asst. Drama LHS (Fall)	800	800	800
Asst. Drama LMS (Spring)	800	800	800
Asst. Drama LMS (Fall)	800	800	800

APPENDIX A.2 (cont.)

**LACONIA SCHOOL DISTRICT
CO-CURRICULAR, VOCATIONAL, DEPARTMENT HEADS,
AND INTERSCHOLASTIC BASE SALARIES**

ACTIVITY	22-23	23-24	24-25
Career Technical Education			
HOSA Advisor	1200	1200	1200
FCCLA Advisor	1200	1200	1200
FBLA Advisor	1200	1200	1200
VICA Plumbing/Heating Advisor	800	800	800
VICA Automotive Advisor	800	800	800
Home Builders Advisor	800	800	800
Food Service	2000	2000	2000
ACTIVITY	22-23	23-24	24-25
Department Heads:			
Category #1:			
English	5000	5000	5000
Mathematics	5000	5000	5000
Social Studies	5000	5000	5000
Science	5000	5000	5000
Electives	5000	5000	5000
Category #2:			
Extra Curricular Supervisor	3400	3400	3400
Modern Language	3443	3271	3107
Physical Education/Health/Home Economics	3443	3271	3107
Guidance	3443	3271	3107
Library	3443	3271	3107
Business/Industrial Arts	3443	3271	3107
Art	3443	3271	3107
Music	3443	3271	3107
ESOL	3443	3271	3107
Middle School Team Leaders			
Grade 6 Team Leader	1750	1750	1750
Grade 6 Team Leader	1750	1750	1750
Grade7 Team Leader	1750	1750	1750
Grade 7 team Leader	1750	1750	1750
Grade 8 Team Leader	1750	1750	1750
Grade 8 team Leader	1750	1750	1750
Exploratory Team Leader			
Band Director	3050	3050	3050
Student Activities Treasurer, LHS	2000	2000	2000
Music Accompanist (per hour)	24.82	24.82	24.82
Music Accompanist (per performance)	33.10	33.10	33.10

**APPENDIX A.2 (cont.)
LACONIA SCHOOL DISTRICT
CO-CURRICULAR, VOCATIONAL, DEPARTMENT HEADS,
AND INTERSCHOLASTIC BASE SALARIES**

ACTIVITY	22-23	23-24	24-25
Head Football V	6500	6500	6500
Football JV	3750	3750	3750
Assistant Football JV	2750	2750	2750
2 nd Football Assistant V	850	850	850
LMS Football	1900	1900	1900
LMS Football Assistant	1900	1900	1900
Varsity Field Hockey	4350	4350	4350
JV Field Hockey	2750	2750	2750
LMS Field Hockey	1900	1900	1900
Golf	2750	2750	2750
Varsity Volleyball	4350	4350	4350
JV Volleyball	2750	2750	2750
LMS Volleyball	1900	1900	1900
Varsity Boys Soccer	4350	4350	4350
JV Boys Soccer	2750	2750	2750
LMS Boys Soccer	1900	1900	1900
LMS Girls Soccer	1900	1900	1900
Cheerleading	1500	1500	1500
LMS Cheerleading	1900	1900	1900
Varsity Boys Basketball	4350	4350	4350
Boys JV Basketball	2750	2750	2750
Boys LMS Basketball	1900	1900	1900
Girls Varsity Basketball	4350	4350	4350
Girls JV Basketball	2750	2750	2750
Girls LMS Basketball	1900	1900	1900
Alpine Skiing	3750	3750	3750
Varsity Baseball	4350	4350	4350
JV Baseball	2750	2750	2750
LMS baseball	1900	1900	1900
Varsity Softball	4350	4350	4350
JV Softball	2750	2750	2750
LMS Softball	1900	1900	1900
Varsity Girls Track	3750	3750	3750
Varsity Boys Track	3750	3750	3750
Assistant Track (B/G)	1900	1900	1900
LMS Girls Track	1900	1900	1900

APPENDIX A.2 (cont.)

**LACONIA SCHOOL DISTRICT
CO-CURRICULAR, VOCATIONAL, DEPARTMENT HEADS,
AND INTERSCHOLASTIC BASE SALARIES**

ACTIVITY	22-23	23-24	24-25
Varsity Girls Soccer	4350	4350	4350
JV Girls Soccer	2750	2750	2750
Ice Hockey	4350	4350	4350
Assist Ice Hockey	2750	2750	2750
Lacrosse Boys	4350	4350	4350
JV Boys Lacrosse	2750	2750	2750
Lacrosse Girls	4350	4350	4350
JV Girls Lacrosse	2750	2750	2750
Unified Soccer	1000	1000	1000
Unified Volleyball	1000	1000	1000
Unified Basketball	1000	1000	1000
Swimming	1500	1500	1500
Asst Baseball	850	850	850
Asst Softball	850	850	850
Asst Basketball Boys	850	850	850
Asst Basketball girls	850	850	850
Asst Lacrosse Boys	850	850	850
Asst Lacrosse Girls	850	850	850
Asst Soccer Boys	850	850	850
Asst Soccer Girls	850	850	850
Asst Volleyball	850	850	850
Asst Field Hockey	850	850	850
Asst Ice Hockey	850	850	850
LMS Boys Track	1900	1900	1900
Cross Country	3750	3750	3750
LMS Cross Country	1900	1900	1900

**APPENDIX B. 1
INSURANCE**

1. In the school year 2022-2023, the District shall provide SchoolCare Consumer Driven Health Plan (CDHP) with one thousand two hundred and fifty dollars (\$1,250) individual/two-thousand, five hundred dollars (\$2,500) 2-person and family deductible; then 20% coinsurance to two-thousand dollars (\$2,000) individual/four-thousand (\$4,000) 2-person and family out of pocket maximum. The CDHP prescription benefit is subject to the above deductible and 10% coinsurance to the out of pocket maximum; not to exceed seventy-five dollars (\$75) per Rx after the deductible is met. Enrolled employees who complete a Health Risk Assessment within thirty (30) days prior to, but no later than thirty (30) days after the enrollment effective will have a Choice Fund Health Reimbursement Arrangement (HRA) in the amount of \$1,000 individual / \$2,000 2-person or family to offset the deductible. The District shall pay the following percentages of the premium.

<u>School Year</u>	<u>District</u>	<u>Teacher</u>
2022-23	90%	10%
2023-24	90%	10%
2024-25	90%	10%

The adjustment for a high cost plan shall equal the excise tax that will accrue each month under the Affordable Care Act (currently 26 U.S.C. 4981).

- a. Teachers may select single, two (2) person, or family coverage.
- b. In order to be eligible for benefits or contributions set forth herein, an employee must enroll as a member of one of the selections under provisions of B.2.
- c. The parties acknowledge at this time that the District provides, under the current Master Contract, to Association members SchoolCare insurance coverage, hereinafter medical insurance. The parties agree to continue SchoolCare medical insurance. Nevertheless, the Association acknowledges that it is in the interest of the District, which represents the citizens of Laconia, to obtain, if available, equivalent medical insurance for Association members at the least possible cost. To this end the Association agrees that the District shall have the right to change medical insurance on the express condition that any new medical insurance coverage provided by any substitute insurance provider shall provide equivalent or broader medical insurance coverage as to all material elements that are provided than is presently provided by SchoolCare.

3. In the school year 2022-2023, the District shall provide single, two-person (2), or family SchoolCare Dental DP2C dental insurance. The District shall pay the following percentages of the premium for the duration of the contract:

<u>Plan</u>	<u>District</u>	<u>Teacher</u>
Single	90%	10%
2-Person	75%	25%
Family	50%	50%

4. Members of the bargaining unit who provide proof of insurance, for the member and others who the member expects to claim as tax exemptions, from another source that provides minimum essential insurance coverage (other than in the individual market) and do not participate in the health insurance program shall receive three thousand five hundred dollars (\$3,500) for teachers opting out

of single coverage, four thousand dollars (\$4,000) for teachers opting out of two (2) person coverage, or five thousand dollars (\$5,000) for teachers opting out of family coverage and will be paid in twenty (20) equal payments, beginning with the first pay in September. This program is provided to employees who are eligible for the City of Laconia's group health insurance and elect not to enroll in the City's plan for the fiscal year (July 1 through June 30). This program will not apply to employees whose spouse is employed by the City of Laconia, including the School Department or Water Works.

- a. If both spouses of a married couple are employees of the School District, the School District will pay 100% of the premium for two (2) person or family coverage to cover both spouses, notwithstanding the percentages in Appendix B.1, paragraph 1; however, neither spouse shall receive the opt-out payment under this paragraph.

5. The health insurance buy back will be prorated for:

- a. Part time employees hired after December 1st, 1993; and
- b. Employees opting for the buy-out for less than the full benefit year, in accordance with the health insurance carrier's provisions; or
- c. New employees hired for less than a full contract.

Members of the bargaining unit participating in this provision may re-enter the program provided a qualifying event specified by the health insurance carrier is satisfied or during open enrollment as defined by the carrier.

6. Pre-Tax Contributions: IRS Section 125 Flexible Spending Accounts will be made available to bargaining unit members for pretax deductions authorized by the employee for:

- a. Childcare
- b. Medical Expenses not covered by insurance.
- c. Dental expenses not covered by insurance.
- d. Vision care not covered by insurance.

**APPENDIX B.2
HEALTH INSURANCE WAIVER**

Name: _____ Date: _____

Statement:

I have coverage for health insurance, for myself and all others who I expect to claim as tax exemptions, from another source that provides minimum essential health insurance coverage (other than in the individual market), and therefore I wish to forfeit the health insurance benefit for the Laconia School District teachers, and opt for 20 equal installments.

I understand that this is taxable income.

Further, I understand that reinstatement of the health insurance benefit will require that a qualifying event specified by the health insurance carrier is satisfied. Re-entry for any reason other than a qualifying event specified by the insurance carrier can only take place in July.

(Signature)

(Date)

This form must be received by Laconia School District Business Administrator, no later than September 15.

APPENDIX C
OFFICE OF THE
LACONIA SCHOOL BOARD
TEACHERS CONTRACT
FISCAL YEAR

ARTICLE OF AGREEMENT made to this _____ day of _____, _____ by and between the Laconia School Board of Laconia and _____, party of the second part, witnesseth:

1. That the party of the first part agrees to and does hereby employ said party of the second part to teach for a school year not to exceed one hundred eighty six (186) school days inclusive of the time spent in service of the District as set forth in Section 8.2 of Article VIII of the Master Agreement, an annual salary of \$_____ payable in biweekly installments. (Installments desired - circle one:
 - 22 pays
 - 26 pays (22 plus one lump sum for the remainder of the contract)
 - 26 pays (22 pays plus four [4] separate checks for the remainder of the contract)

2. Said party of the second part declares that it holds a New Hampshire certificate, license or permit to teach from the Commissioner of Education, and agrees to conform to and carry out all lawful regulations which may be prescribed relative to the conduct of the school.

3. It is mutually agreed:
 - A. That party of the first part may, without liability to itself or the District, terminate this contract in accordance with the New Hampshire statutes governing suspension, dismissal or non-renewal;
 - B. That, except as given in (A), this contract may not be terminated at any time prior to its expiration without the consent of both parties, and any request for its termination, except for urgent personal need, shall be by written notice of at least four (4) weeks.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LACONIA SCHOOL BOARD

BY: _____
Superintendent of Schools

Date

BY: _____
Teacher

Date

**APPENDIX D
LACONIA SCHOOL DISTRICT
DUES DEDUCTION AUTHORIZATION FORM**

NAME _____ SCHOOL: PSS, ESS, WHS, LMS, LHS
(Please Print)

"I hereby authorize the Laconia School District to withhold from my salary the sum of \$_____ for membership dues as follows:

For membership in the Laconia Education Association, the sum of \$ _____ per year;

For membership in the NEA-New Hampshire, the sum of \$ _____ per year;

For membership in the National Education Association, the sum of \$ _____ per year

For my contribution to NHEPAC, the sum of \$ _____ per year.

For my contribution to NEAPAC, the sum of \$ _____ per year.

The sums thus to be deducted over twenty pay periods are hereby assigned by me to the Laconia Education Association and are to be remitted by the Laconia School District to the Treasurer of the Association and having done so, the District shall be held harmless from any claim(s) in connection with the provisions of this Appendix D.

It is further agreed that the District assumes no financial liability except to forward on a monthly basis (by the 15th of each month) those funds which have been properly authorized and deducted **on** the last day of the preceding month.

This authorization and assignment shall continue in full force and effect until revoked by me. Such revocation shall be effected by written notice to the School District and the Association giving thirty (30) days notice prior to the end of the current school year of my desire to revoke the same.

Signature

Date

**APPENDIX E
GRIEVANCE REPORT FORM**

Laconia School District

Grievance Number: _____

To: _____

Complete in triplicate with copies to:

1. Principal
2. Superintendent
3. Association

School: _____

Name of Grievant: _____

Date Filed: _____

LEVEL A

Date of Grievance: _____

1. Statement of Grievance (be sure to include the specific violation or condition with proper references to the contract agreement):

2. Relief Sought:

(Signature)

(Date)

Response given by Principal:

(Signature)

(Date)

Position of Grievant:

(Signature)

(Date)

Level B

Date Received by Superintendent: _____

Response of the Superintendent:

(Signature)

(Date)

Position of Grievant:

(Signature)

(Date)

LEVEL C

Date Received by the Board: _____

Response of the Board:

(Signature)

(Date)

Position of Grievant:

(Signature)

(Date)

LEVEL D

Date submitted to Binding Arbitration: _____

Disposition by Arbitrator:

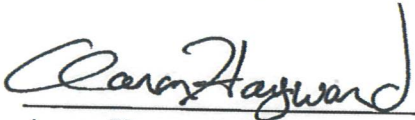
(Signature)

(Date)

**APPENDIX F
SIGNATURES**

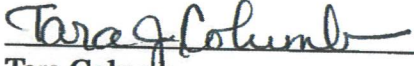
In Witness Whereof, the parties have executed this Agreement on this 19 day of April, 2022, as of the date and year first above written above.

Laconia School District



Aaron Hayward, Chairperson
Laconia School Board

Laconia Education Association (LEA)



Tara Columb
LEA President