

PROFESSIONAL STAFF COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

SANBORN REGIONAL SCHOOL BOARD

AND THE

SANBORN REGIONAL EDUCATION ASSOCIATION

JULY 1, 2017 - JUNE 30, 2019

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PREAMBLE

AGREEMENT made December 21, 2016 by and between the School Board of the Sanborn Regional School District (hereinafter called the "Board") and the Sanborn Regional Education Association (hereinafter called the "Association").

ARTICLE 1 - RECOGNITION

- 1.1 For purposes of collective negotiations, the Board recognizes the Sanborn Regional Education Association, NEA-New Hampshire, as the exclusive representative of all professional employees of the Sanborn Regional School District. Professional employees shall include any individual employed by the Sanborn Regional School District, the qualifications for whose position are such as to require him/her to hold an appropriate credential issued by the State Board of Education under the regulations governing the certification of professional school personnel. Although no certification by the State Board of Education is required, the School Nurse shall be recognized as a member of the bargaining unit and will be covered by all articles of the agreement unless specifically stated otherwise. The term, professional employee, does not include superintendents, assistant superintendents, business administrators, principals, directors of guidance, and other administrators. The Association agrees to represent equally all such professional employees in the unit designated above without discrimination and without regard to membership in the Association.
- 1.2 Definitions. The following list of terms will be used frequently in this Agreement and when they are used they will refer to the definitions described below unless otherwise stipulated.
 - 1.2:a The term "School" used in this Agreement means any work location or functional division maintained by the Board where instruction is offered to the children enrolled in the Sanborn Regional School District.
 - 1.2:b The term "Administrator" as used in this Agreement means a person employed by the School Board whose functions are primarily managerial in matters including but not necessarily limited to professional staff evaluations.
 - 1.2:c The term "Principal" as used in this Agreement, means the responsible administrative head of his/her respective school.
 - 1.2:d The term "Professional Staff Member" as used in this Agreement, means a person employed by the Board included in the unit defined in Article 1.1 of this Agreement.
 - 1.2:e The term "Person" as used in this Agreement, means a person employed by the Board included in this unit defined in Article 1.1 of this Agreement.
 - 1.2:f Wherever the singular is used in this Agreement, it is to include the plural and reference to male will include female. Whenever "Member" is used it shall refer to the members of the Bargaining Unit.

ARTICLE 2 - NEGOTIATIONS PROCEDURES

- 2.1 Negotiations will be conducted in accordance with the procedures outlined in RSA 273-A. Should either party desire to negotiate a successor agreement, it shall notify the other on or before October 1 of the year preceding the expiration date of this Agreement.
- 2.2 In the event of an impasse, the cost for the services of the mediator and/or fact-finder, including per diem expenses if any, and actual and necessary travel and subsistence expenses will be equally shared by the Board and the Association.

ARTICLE 3 - ASSOCIATION RIGHTS

- 3.1 The Association and its representatives shall have the right to use school buildings, facilities, and equipment according to school board policy.
- 3.2 Representatives of the Association and their affiliates shall be permitted to transact Association business on school property at reasonable times, provided that this shall not disrupt normal school operations.
- 3.3 The Association and its representatives shall have the non-exclusive right to post notices of activities and matters of Association concern on all faculty bulletin boards. The Association shall also have the non-exclusive right to use member mailboxes and/or e-mail for communication to members, with prior notification to the principals.
- 3.4 The Board agrees to provide the President of the Association or his/her designee copies of agendas, minutes, and additions, and deletions to the policy manual. These materials shall be available at the superintendent's office on the day before a scheduled school board meeting.
- 3.5 At the beginning of each school year, the Association shall be credited with four (4) paid days to be used by professional staff members who are officers or agents of the Association. Such use shall be at the discretion of the Association, except that no one person will take more than two (2) days. The superintendent will be notified at least twenty-four (24) hours prior to the commencement of such leave.

ARTICLE 4 - BOARD RIGHTS

4.1 The Board, on its own behalf and on behalf of the district, hereby retains and reserves unto itself all powers, rights, authority and duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Hampshire and of the United States except as modified by the specific terms and provisions of this Agreement.

ARTICLE 5 – PROFESSIONAL STAFF MEMBER RIGHTS

5.1 Members will not be required to perform any duty or act which threatens anyone's physical safety or well-being.

- 5.2 A professional staff member called to appear for legal proceedings, such as jury duty, shall not lose compensation for the performance of such obligations, except that no member shall be paid by the Board for time spent in the processing of a grievance beyond Level Three.
- 5.3 The personal life of any professional staff member is not appropriate official business of the Board unless it affects classroom performance and/or effectiveness.
- No member of the Bargaining Unit shall be required to appear before the Board or its agents concerning any matter which could adversely affect the continuation of that member in his/her office, position, employment or the salary or any increments pertaining thereto, unless the member has been given seventy-two (72) hours' prior notice, excluding weekends and holidays, of the reason for such a meeting or interview, and he/she shall be entitled to have a representative of the Association present to advise him/her during such interview.
- 5.5 All Board policy governing professional staff and/or School Nurses shall be applied uniformly throughout the district.
- Nothing contained herein shall be construed to deny to or to restrict any member such rights as he/she has under the laws of New Hampshire and the United States or other applicable laws, decisions, and regulations. The rights granted to professional staff members hereunder shall be deemed to be in addition to those provided elsewhere.
- 5.7 Member folders are available upon demand during normal business hours to the member.
- No member shall be required or expected to provide his/her own substitute. In situations where substitutes cannot be obtained, the administration may re-assign members to substitute, in which event the member so re-assigned shall be paid in accordance with the terms of Article 12.2.

ARTICLE 6 - ACADEMIC FREEDOM AND RESPONSIBILITIES

- 6.1 All monitoring or observation of the work performance of a professional staff member will be conducted openly and without attempt to avoid knowledge of the professional staff member.
- 6.2 In recognition of these rights, members shall act as responsible professionals consistent with the commitment expressed by members to serve in a dedicated manner, the best interests of the children in the district.
- No member of the Bargaining Unit shall be disciplined except for just cause or be required to appear before the School Board without seventy-two (72) hours' prior notice, excluding weekends and holidays, except as mutually agreed upon by the parties.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.1 Definitions

- 7.1:a A grievance is a claim made by a professional staff member or by the SREA President on behalf of a specific named professional staff member based upon an alleged violation of a specific provision of this agreement. A grievance, to be considered under this procedure, must be initiated in writing by the professional staff member or the SREA President on behalf of the specific named professional staff member within 15 calendar days of the professional staff member's awareness of its occurrence.
- 7.1:b An aggrieved person is the person or persons making the claim. An aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option at level two and beyond, by the Association or by a representative selected or approved by the Association.
- 7.1:c The term "days" shall be interpreted as meaning calendar days unless otherwise stipulated.

7.2 Purpose

- 7.2:a The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise concerning the application of the terms of this Agreement.
- 7.2:b Both parties agree that these proceedings will be kept as confidential as possible.
- 7.2:c Nothing herein contained will be construed as limiting the rights of any aggrieved person having a grievance to discuss matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement.
- 7.2:d All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be forwarded to any prospective employer of the grievant.

7.3 Structure

- 7.3:a The Board will act in its own behalf at Level Three procedure. It may, at its discretion, designate a committee to fulfill its obligations at this level.
- 7.3:b A grievance may be withdrawn at any level.
- 7.3:c Five (5) copies of all forms for filing grievances and other related documents shall be made: One for the grievant, one for the building principal, one for the Board, one for the Association, and one for the superintendent. See Page 27 for the Grievance Form.

7.4 Initiation and Processing

7.4:a Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure by the grievant to process a grievance within the prescribed time limits shall constitute a waiver of further appeal and an acceptance of the administrative decision made at the last level. A decision or appeal on a grievance shall be in writing and shall be rendered within the time limit set forth.

7.4:b Level One - Principal

Any member who has a grievance shall discuss it first with his/her principal in an attempt to resolve the matter. If as a result of the discussion, the matter is not resolved to the satisfaction of the member within five (5) school days, he/she shall set forth his/her grievance in writing to the principal specifying:

- 7.4:b-1 The nature of the grievance and the date occurred;
- 7.4:b-2 The nature and extent of the injury, loss, or inconvenience;
- 7.4:b-3 The result of previous discussions;
- 7.4:b-4 His/her dissatisfaction with decisions previously rendered;
- 7.4:b-5 Remedy sought;
- 7.4:b-6 The principal shall communicate his/her decision to the member in writing within five (5) days of receipt of the written grievance.

7.4:c Level Two - Superintendent

The member, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the superintendent of schools. The appeal must be made in writing, reciting the matter submitted to the principal as specified in 7.4:b-1 through 5 above. The superintendent shall meet with the member to attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) school days. The superintendent shall communicate his/her decision in writing to the member and the principal within ten (10) days thereafter.

7.4:d Level Three - School Board

If the grievance is not resolved to the employee's satisfaction, he/she, no later than five (5) school days after receipt of the superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board within five (5) business days of receiving the grievance. The Board shall review the grievance and may hold a hearing with the employee and shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or of the hearing with the employee, whichever comes later.

7.4:e Level Four – Arbitration

If the employee is not satisfied with the disposition of the grievance by the School Board or its designee, he/she shall notify the Association within five (5) work days after receipt of the School Board's decision. If the Association determines the matter should be arbitrated, it shall advise the School Board through the Superintendent in writing within ten (10) work days of receipt of the employee's request. If the parties fail to agree upon an arbitrator within fourteen (14) days after the employee has requested arbitration, then either party may apply to the American Arbitration Association for the designation of an arbitrator. The arbitrator shall proceed forthwith to make a final and binding disposition of the grievance by such means and methods as he/she may determine to be necessary. The arbitrator is limited in his/her authority to the interpreting of the contract in the resolution of the issue submitted to him/her by the parties and has no authority to alter, change, or modify any provision in this Agreement.

7.5 Rights of Professional Staff Members to Representation

- 7.5:a When a professional staff member is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance, in writing, to the principal, or any higher level, be notified by the principal in writing that the grievance is in process. The Association shall have the right to be present to present the professional staff member's position in writing at all hearing sessions held subsequent to level one concerning such grievance and shall receive a copy of all decisions rendered.
- 7.5:b The Board and the Association shall assure that the parties in interest and witnesses are guaranteed freedom from restraint, interference, coercion, discrimination or reprisal with respect to the processing of a grievance.

ARTICLE 8 - SAVINGS CLAUSE

8.1 If any article or part of this Agreement is held to be invalid by operation of law, or if compliance with or enforcement of any article or part should be held contrary to applicable laws, then such provision or application of the terms of the Agreement 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. In such instance, the parties shall meet within thirty (30) days of such legal determination by a court of competent jurisdiction, for the purpose of adjusting the article affected so that it will conform with the provisions of the law.

ARTICLE 9 - DEDUCTIONS

- 9.1 It is agreed by and between the Sanborn Regional School District and the Sanborn Regional Education Association that upon receipt of written authorization signed by the member, the Board shall deduct an amount to provide bi-weekly payments of dues for membership in the local, state, and/or national education associations from the regular salary check of such member each two weeks and that the amounts so deducted pursuant to such written authorization as contained in page 28, and signed by the member shall be promptly remitted as deducted directly to the Sanborn Regional Education Association. It is further agreed by and between the Sanborn Regional School District and the Sanborn Regional Education Association that such authorization for deduction of dues shall continue in full force and effect with the Sanborn Regional School District until thirty (30) days after the member submits, via the superintendent, a written revocation of such authorization to the Board.
- 9.2 The School Board agrees to deduct and transmit bi-weekly monies, authorized in writing by the member to companies providing annuities according to the regulations established by the School Board.

ARTICLE 10 - PEACEFUL RESOLUTION OF DIFFERENCES

10.1 In consideration of this Agreement and its terms and conditions, the Association, its officers, representatives and members shall not, during the terms of this Agreement, engage in or condone any strike, slow down, work stoppage, or other concerted refusal to perform any usual and customary assignment on the part of any employee(s) represented hereunder, nor shall the Association or its members take part in or condone "sanctions" against the school board or the school district.

ARTICLE 11 - MISCELLANEOUS

- 11.1 It is understood that both parties have had an opportunity to make proposals and counterproposals on all negotiable issues during negotiations and that this written agreement reached as a result represents the total of all negotiated agreements between the parties for the contract term.
- 11.2 This Agreement may not be altered, changed, or modified except through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.
- 11.3 Any individual contract between the Board and an individual "member" (as defined in Article 1.2:f) hereafter executed shall not be inconsistent with the terms and conditions of this Agreement.
- 11.4 All members covered under this Agreement, who participate in production of tapes, publications, or other produced educational material shall retain residual rights should they be copyrighted or sold by the district.

- 11.5 Copies of this Agreement between the Sanborn Regional School Board and the Sanborn Regional Education Association, NEA-New Hampshire, shall be reproduced within thirty (30) days after the Agreement is signed by the parties. The cost for the reproduction of the Master Agreement shall be shared equally between the District and the SREA. A copy of this Agreement shall be distributed to all members now employed or hereafter employed. Further, the Board shall furnish twenty (20) copies of the Agreement to the Association for its use.
- 11.6 Non-certified professional staff must demonstrate to the Superintendent progress toward certification within 90 days, or be released from their contracts, and could face termination.

ARTICLE 12 - SANBORN REGIONAL PROFESSIONAL STAFF' SALARY SCHEDULE AND COMPENSATION FOR PROFESSIONAL DUTIES

12.1 Salary schedules shall reflect the following "cost of living" adjustments and step movement, if any:

2017-2018 Step Schedule-2.20% plus Step 2018-2019 Step Schedule-2.0% plus Step

Top step each year lump sum \$1,000

2017-2018 Step Schedule

STEP	В	B+15	B+30	M	M+30	CAGS/PhD
1	36,179	37,385	38,591	41,003	42,104	42,654
2	37,174	38,412	39,652	42,335	43,436	43,987
3	38,196	39,469	40,742	43,711	44,812	45,363
4	39,533	40,851	42,169	45,132	46,233	46,783
5	40,916	42,280	43,644	46,598	47,699	48,249
6	.42,348	43,760	45,172	48,113	49,214	49,764
7	43,830	45,292	46,753	49,676	50,777	51,328
8	45,365	46,877	48,389	51,291	52,392	52,943
9	46,953	48,518	50,083	52,958	54,059	54,610
10	48,596	50,216	51,835	54,679	55,780	56,330
11	50,297	51,973	53,650	56,456	57,557	58,107
12	51,731	53,480	55,528	58,291	59,392	59,943
13	53,205	55,005	57,110	60,186	61,287	61,837
14	54,721	56,573	58,738	62,141	63,242	63,793
15	56,281	58,185	60,412	64,162	65,263	65,813
16	57,884	59,843	62,134	66,247	67,348	67,898

2018-2019 Step Schedule

STEP	В	B+15	B+30	M	M+30	CAGS/PhD
1	36,902	38,133	39,363	41,823	42,946	43,507
2	37,917	39,181	40,445	43,182	44,305	44,866
3	38,959	40,259	41,557	44,586	45,709	46,270
4	40,324	41,668	43,012	46,034	47,157	47,719
5	41,734	43,126	44,517	47,530	48,653	49,214
6	43,195	44,635	46,076	49,075	50,198	50,760
7	44,707	46,198	47,688	50,670	51,793	52,354
8	46,272	47,814	49,357	52,317	53,440	54,002
9	47,892	49,488	51,084	54,017	55,140	55,702
10	49,568	51,220	52,872	55,773	56,896	57,457
11	51,303	53,012	54,723	57,585	58,708	59,270
12	52,765	54,550	56,638	59,457	60,580	61,142
13	54,269	56,105	58,252	61,390	62,513	63,074
14	55,815	57,704	59,913	63,384	64,507	65,069
15	57,407	59,348	61,620	65,445	66,568	67,129
16	59,042	61,039	63,376	67,572	68,695	69,256

12.1a Expiration of Salary Schedules

Notwithstanding any other provisions in this Agreement, in the event the Evergreen Law, RSA 273-A:12, VII, would apply to the expiration of this agreement, the salary schedules in Section 12.1 shall expire on June 28, 2019; step raises on the salary schedule shall not be considered part of the pay plan in effect when this agreement expires on June 30, 2019. Staff will be frozen at the step on which they are placed during the last year of the agreement until a successor agreement is approved by the voters.

12.2 EXTRA CLASSES

Professional staff who teach an extra class during their scheduled work day shall receive compensation equal in salary to a percentage increase in instructional duties for the professional staff member.

12.3 ADDITIONAL DUTIES

All reimbursement for additional days worked will be computed on the basis of 1/186 of the contracted salary.

12.4 GUIDANCE COUNSELORS

Guidance Counselors will work additional days as outlined in this paragraph. The additional days will be before and/or after the school year, as needed, for the purpose of transition, file transfer, resolution of student issues and the like. It is anticipated that high school counselors will work no more than 8 additional days, middle school counselors 5 days, and elementary school counselors 3 days. The principal or designee together with the counselor will determine the need for additional days. The intent of these extra days is that they be divided equally, or near equally, between the beginning of the school year and the end of the school year. Compensation will be at the per diem rate of the counselor.

12.5 LIBRARIANS

Librarians will have the option to work 2 additional days per year based on the tasks associated with the opening and closing of the library. The principal or designee together with the Librarian will determine the need for additional days in order to make the library available to students on the first through the last day of school. Compensation will be at the per diem rate of the librarian.

12.6 TEACHER LEADERS

Teacher Leaders are those staff members responsible for a group of people in their curricular or grade level area. All teacher leaders K-12 are described as Professional Learning Community (PLC) Leaders and all PLC leaders share the equitable responsibilities and expectations for leading their peers. Professional Learning Community Leaders will be paid a \$1500.00 stipend for the school year.

12.7 MENTORS

Mentors are defined as those staff members responsible for helping a teacher new to the District in a given year. Mentors will be paid a stipend of \$750 annually per new teacher with a cap of Two (2). The Administration will establish a handbook of responsibilities with the SREA.

12.8 MILEAGE

Members who are required to use their personal automobiles to travel between professional assignments in the course of a single day shall receive mileage compensation at the current IRS rate.

12.9 LONGEVITY BONUS

Unit members shall receive annually an additional \$750 upon completion of twenty (20) years of service to the District through the twenty-fifth (25th) year. Unit members shall receive annually an additional \$1,000 upon completion of twenty-five years (25) of service to the District through the thirtieth (30th) year. Unit members shall receive annually an additional \$1,500 upon completion of thirty (30) years of service to the District, which will continue for each additional year of service thereafter.

12.10 EXTRA-CURRICULAR ACTIVITIES SALARY SCHEDULE

Extra-curricular stipends will be paid according to Appendix (page 23-26). The School Board reserves the right to change activities with the recommendation from the building administrator based upon student interest and need.

The Labor Management Committee for Extra-Curricular Activities shall meet for the purpose of reviewing the index and its use, addressing compensation rates for activities, and disbursing, as necessary, the amount referenced below. The committee shall consist of one (1) board member, two (2) administrators, four (4) association members (one from each building), as well as the Superintendent (or his/her designee), who shall serve in an advisory capacity. The committee will maintain an annual list of Extra-Curricular Activities and publish said list at the beginning and end of each year.

The Labor Management Committee for Extra-Curricular Activities has established the following guidelines for non-athletic extra-curricular activities in each of the schools (athletics will remain the same):

D.J. Bakie School	\$ 9,168
Memorial School	\$ 9,168
Sanborn Regional Middle School	\$ 12,603
Sanborn Regional High School	\$ 32,874

ARTICLE 13 - PAYMENT

13.1 The annual salary shall be payable every other Thursday beginning with the second Thursday of the school year at the rate of one twenty-second (1/22) or one twenty-sixth (1/26) of the annual salary per payment. When a member leaves or enters service in the district during the school year, the salary due him/her shall be that proportion of his/her contract salary that the number of days served is of 186. The additional days will be utilized for professional development and curricular activities. The number of student contact days will remain 181. For staff members new to the district, their initial year will contain 187 days allowing for a day of induction training.

ARTICLE 14 - STEPS

14.1 Each incoming member will be assigned to a step on the appropriate track, with non-degree professional staff members entering the district assigned to a step on the Bachelor's track, but it should be noted that steps do not necessarily correspond to years of teaching experience. Normally each member will advance from step to step each year, except as outlined in Article 16 and also in the case where a member gains enough credits prior to September 1 to cross from one scale to the other; i.e., from the Bachelor's scale to the Bachelors +15 scale or from the Bachelor's + 15 scale to the Master's scale, etc.

ARTICLE 15 - EXPERIENCED PROFESSIONAL STAFF ENTERING THE DISTRICT

15.1 Preparation and years of professional experience before entering the district shall be evaluated by the Superintendent of Schools and the School Board. This shall serve as a basis for placing an incoming professional staff member on an appropriate track and step.

ARTICLE 16 - FAILURE TO ADVANCE TO NEXT STEP

16.1 The School Board reserves the right, on recommendation of the Principal and the Superintendent, to hold a member on the same step if his/her performance falls below the professional staff standard. This failure to advance will normally constitute a warning that his/her performance is below desirable standard, and the Principal and the Superintendent shall explain to the member the reason for this failure to advance. If a member is not advanced to the next step, the member may file a grievance. In addition, to be eligible for advancement to the next step, a member shall have completed at least one hundred (100) days of service in the district during the school year.

ARTICLE 17 - EARLY RELEASE FROM CONTRACT

- 17.1 All member contracts will be given out as soon as practicable after the school district meeting and must be returned to the school office no later than fourteen (14) calendar days following issuance date. Members who do not return contracts by the specified date will be considered as not returning and replacements will be secured.
- 17.2 A professional staff member under contract to the District may petition the School Board for early release from his/her contract. Such petition shall only be granted after an appropriate replacement has been secured and shall be contingent upon the District being reimbursed for the pro-rata share of any "unearned" benefits including health and dental insurance.
- 17.3 When the release is sought prior to June 30 and approved by the School Board, no summer (July and August) health and dental benefits will be provided (unless the professional staff member elects to continue coverage as provided by law {COBRA}). When such release occurs after June 30, but prior to the beginning of the next school year, the professional staff member shall reimburse the District for the District's cost of the health and dental benefits incurred during July and/or August of the new fiscal year.
- 17.4 The District benefit year shall be defined as to coincide with the fiscal year of the District (e.g. beginning July 1st of each year and ending June 30th of each year). Health, dental, and life insurance benefits shall apply to new hires who have signed contracts for the upcoming school year with coverage in effect as soon after the execution of the signed contract as permitted by the insurance enrollment procedures.

ARTICLE 18 - SICK LEAVE AND SEVERANCE SICK LEAVE PAY

- 18.1 Sick leave for illness of full-time professional staff will be computed at the rate of .071 per working day, cumulative to 120. A first year professional staff member may use up to 13 days of sick leave any time within his/her first year, provided that said professional staff member remains in the district as a full-time professional staff member until the end of the school year. If any professional staff member should receive all or a portion of these 13 days' sick leave and is dismissed or leaves the district prior to the end of the regular school year, a refund of unearned sick leave will be necessary.
- 18.2 Sick leave is interpreted to mean absence due to sickness of the professional staff member or illness in his/her immediate family; or disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.
- 18.3 Members will be given a written accounting of their accumulated sick leave at the beginning of each school year. It will be assumed by the school administrative office that the written account is correct if no questions are raised by the member within thirty (30) school days. As detailed member absence forms are retained for only one year, it should be understood that the only year in question should be the previous school year.
- 18.4 With the approval of the school board, a professional staff member may be allowed to receive the difference between his/her pay and the substitute's pay for time lost over and above cumulative sick leave.
- 18.5 Any full-time professional staff member who has been employed by the Sanborn School District for a minimum of fifteen (15) consecutive years who chooses not to renew his/her contract, will receive an amount of money equal to sixty per cent (60%) of the current substitute rate multiplied by the professional staff member's unused sick leave days. If notice is given to the Superintendent by February 1, the money will be available by July 1 of that year. If notice is delayed, the money will be available on July 1 of the following year.
 - Example: $60\% \times \$80.00$ (substitute daily rate) x 50 unused sick leave days = \$2,400 from the Sanborn Regional School District.
- 18.6 This severance pay provision does not apply to a professional staff member who is dismissed or who leaves the District during the contract year.
- 18.7 All professional staff members who do not use any sick time during a given year (except for a donation to the sick leave bank) shall receive two days' per diem salary at the conclusion of the school year. All professional staff who utilize no more than two sick days during a given year (except for the donation to the sick leave bank) shall receive one day's per diem salary at the conclusion of the year.

ARTICLE 19 - SICK LEAVE BANK

- 19.1 The Board shall recognize a Sick Leave Bank.
- 19.2 The Association shall establish a Sick Leave Bank Committee of not more than seven members, not less than one member for each administrative unit.
- 19.3 The Sick Leave Bank Committee and the school administrative office shall keep a record of the current total number of days in the Sick Leave Bank up to a cap of 800 days.
- When appropriate, upon receipt of written authorization therefor, signed by the member, the school administrative office shall:
 - 19.4:a Deduct one day from that member's unused sick leave.
 - 19.4:b Add one day to the Sick Leave Bank.
- 19.5 These written authorizations must be received by the school administrative office by September 15th for all contributing members who are on a year-long contract. Any member who joins the district after September 1st and who wishes to contribute to the Sick Leave Bank shall have two weeks from the day they begin to get their written authorization by the school administrative office.
- 19.6 The Sick Leave Bank shall become effective on September 15th for all sick bank members on a year-long contract, and upon receipt of their written authorization by the school administrative office for any sick bank member who joins the district after September 1st.
- 19.7 In the event any sick bank member has used all his/her accumulated sick leave because of extended or chronic illness, he/she shall apply to the Sick Leave Bank Committee for additional sick days to be drawn from the Sick Leave Bank.
- 19.8 The Sick Leave Bank Committee shall be responsible for the approval of member applications for Sick Leave Bank loans and shall notify the district office and the member of approved loans. The district shall then withdraw the approved days from the bank.
- 19.9 Any unused portion of the Sick Leave Bank shall be cumulative and shall carry over to the next year.

ARTICLE 20 - EMERGENCY/PERSONAL LEAVE

- 20.1 Members shall be entitled to the following non-accumulative leaves of absence each school year:
 - 20.1:a Three (3) days leave of absence with pay for personal, legal, business, household or family matters which require absence during school hours, except that this leave shall not be taken for vacation or recreational purposes or to extend a vacation or holiday.

For the first of these days each year, the member will notify his/her principal in writing at least one day in advance of such leave (except in cases of emergency). For the second and third day each year, the member will notify the principal at least one week in advance (except in cases of emergency). Such notification shall indicate if the request is due to personal, legal, business, household or family matters. Administrators have the authority to ask the member to reschedule the personal time if there is a difficulty in securing a substitute or if the number of requests would have a negative impact upon the operations of the building.

- 20.1:b The employee shall be granted a maximum of three (3) paid leave days per death. Immediate family shall be interpreted as husband, wife, children, mother, father, brother, brother-in-law, sister, sister-in-law, step-father, step-mother, stepchildren, grandparents, grandchildren, father in-law, and mother in-law, or any other person living in the home of the employee or persons for whom the employee is supporting.
- 20.1:c Additional days for "bereavement" leave may be granted by the superintendent of schools under extenuating circumstances; such days will be drawn from sick leave.

ARTICLE 21 – INSURANCES

21.1 HEALTH INSURANCES

Each year, the District will offer the following Cigna/SchoolCare health insurance coverage to each full-time employee: Yellow Open Access Plan with Choice Fund, Yellow Open Access Plan without Choice Fund, or Orange Open Access Plan and dental insurance (which includes child orthodontics), provided the member completes the teacher service specified in his/her individual contract or is released there from. The District will pay the following percentage toward the monthly premium for whichever plan and coverage (single, 2 –person or family) is selected by the employee:

2017-18 90% 2018-19 90%

21.1.1 FLEXIBLE SPENDING ACCOUNT

Beginning on July 1, 2017, the Board agrees to establish an IRS Section 125 Medical Flexible Spending Account. These funds may be used to offset any medical or other expenses allowed by law. Employees will be allowed to voluntarily contribute up to the maximum allowed by law per year to the Section 125 Plan by payroll deduction if allowed by law. Up to \$500 in funds not expended by a participating employee by the end of the plan year may be rolled over for use by that employee in the next plan year if allowed by law.

21.2 WAIVER OF HEALTH INSURANCE BENEFITS

Employees who would otherwise be eligible for district coverage, who elect insurance coverage under their spouse's plan, or another comparable insurance plan, will be eligible for compensation in lieu of the district's health insurance plan. Eligible employees will be compensated Three Hundred Dollars (\$300) per month for waiver of the benefit.

To be eligible for this benefit, the employee must meet the following criteria:

- 21.2a. Have and show proof of their health insurance coverage in a comparable plan;
- 21.2b. Initially, attend informational seminar to hear an explanation of the effect of this waiver;
- 21.2c. Sign a "Waiver of Health Insurance Benefits" form discontinuing health insurance coverage with the district.

Employees who sign a "Waiver of Health Insurance Benefits" form may re-enroll in the district's health plan at the district's annual renewal/open enrollment date, subject to the qualifications established by the provider or carrier.

21.3 The Board will provide Fifty Thousand Dollars (\$50,000) life insurance for each professional staff member. Both the Board and the SREA must agree to any change in insurance carrier.

ARTICLE 22 - REIMBURSEMENT FOR APPROVED COLLEGE COURSES

- Reimbursement will be made at the cost per credit, but not to exceed the prevailing rate for graduate courses at the University of New Hampshire, for the successful completion of courses with a grade of "B" or better. Members may request reimbursement for up to two (2) courses/eight (8) credits per fiscal year. The sum of Fifty-Five Thousand Dollars (\$55,000) is available for course reimbursement. The Sanborn Regional School District shall apportion the funds equally in the Course Reimbursement Account semi-annually to ensure that all members have an opportunity to take courses and be reimbursed. Implementation must be consistent with school board policy. (Refer to School Board Policy GCI.) In the event tuition reimbursement funds remain unspent, a professional staff member who completes more than two (2) courses/eight (8) credits during the fiscal year may apply for reimbursement on a first come first serve basis and no later than July 31st of the following fiscal year.
- 22.2 Professional staff members who receive reimbursement for approved college courses and who return their contract unsigned or resign from the District for the year after taking the course and receiving the reimbursement shall refund the District for the cost of the course.

ARTICLE 23 - REQUEST FOR INPUT

23.1 The Sanborn Regional Education Association will be asked for input in an advisory capacity to help devise evaluation procedures that may be adopted by the school district.

ARTICLE 24 – PROFESSIONAL STAFF WORK DAY

24.1 The normal professional staff school day shall be no longer than eight (8) consecutive hours. The normal professional staff week shall be no longer than thirty-seven and one-half (37.5) hours. The two and one-half (2.5) hour buffer zone (37.5 to 40 hours) may be used for normal professional duties currently being performed by professional staff in the District such as contacting parents and giving extra help to students. Professional staff members shall receive compensatory time off for duties performed in excess of forty (40) hours, provided they receive prior approval from the administration for the duties being performed.

The compensatory time off shall be taken before the start of the school day and/or after the students have been dismissed at the end of the school day. The administration may set the time for up to one (1) hour of faculty meetings each week and will schedule times for parent conferences. All professional staff in the District shall be given a thirty (30) minute duty-free lunch bell to bell. All professional staff shall, each week, have five (5) uninterrupted preparation periods equal to a regular class period for that school.

ARTICLE 25 - CLASS SIZE

25.1 The District will make every effort to limit class size to eighteen (18) students in Kindergarten, twenty (20) students in Grades one through three (1-3) and twenty-five (25) students in Grades four through twelve (4-12).

ARTICLE 26 - REDUCTION IN FORCE

- When the Board finds it necessary to reduce the number of certified full time and/or part time positions for reasons of declining enrollments, budget reduction, change in or consolidation of board-authorized programs, or reorganization, the following reduction in force procedure will be utilized.
- 26.2 Reductions will take place within the following classifications:
 - -Kindergarten through fifth grade (with appropriate certification)
 - -Sixth through eighth grade (middle school)
 - -Nine through twelve (high school)

In the middle and high schools, classifications will be defined by major teaching subject areas: English, Social Studies, Math, Science, World Languages, Business Education, Family and Consumer Science, and Industrial Arts/Technology Education.

In all four schools, Special Education, Guidance and the Unified Arts subjects including Music, Art, Library, Physical Education, Enrichment, etc. will be treated as a group, grades K-12, as long as the appropriate certification is held by the transferring professional staff member.

- 26.3 In determining which member's employment will be terminated within a classification the following criteria will be used:
 - Education and experience
 - Seniority (Leave of absence does not affect seniority)
 - Record of performance (of possibly affected employees)

These criteria are not listed in any priority order.

ARTICLE 27 - ADDITIONAL COMPENSATION PLAN

- 27.1 The Additional Compensation Plan will be funded at One Hundred Thousand Dollars (\$100,000) for each of the 2017-2018 and 2018-2019 school years. Of these funds, Twenty Thousand Dollars (\$20,000) will be designated for use by the ACP Committee for professional staff initiatives on a yearly basis, Fifty Thousand Dollars (\$50,000) will be designated to fund Summer Renewal, Fifteen Thousand Dollars (\$15,000) will be designated for reimbursement for the cost of conferences and workshops with prior approval of the building principal and Fifteen Thousand Dollars (\$15,000) will be available for payment of district-wide committee work. Workshops and conferences will be reimbursed up to Three Hundred Dollars (\$300) per professional staff member per year. Professional staff members will be paid One Hundred and Fifty Dollars (\$150) for each day spent in a school district sponsored summer workshop or staff initiated summit.
- 27.2 The approved additional compensation system will be included in the contract as a separate article and grievances pertaining thereto will be subject to binding arbitration.

ARTICLE 28 - EARLY RETIREMENT

28.1 Any full time professional staff member who has taught a minimum of twenty (20) years, of which fifteen (15) consecutive years (not withstanding approved leaves of absences) have been within the Sanborn Regional School District, and who is at least 55 years of age, may submit a request for early retirement to the Board.

The request shall be dated and signed by the professional staff member submitting it, shall be submitted by October 1st of the year preceding the year in which the retirement shall commence, and shall specify the date selected by the professional staff member for retirement, which must be at the end of a school year. The Board shall act upon the request no later than December 30th.

New staff hired for the 2011-2012 school year and those hired thereafter shall not be eligible for this provision.

Any-staff hired from the 2002-2003 school year through the 2010-2011 school year, inclusive, will be eligible to receive the benefits under Article 28.3 only; they will not be eligible to receive the health insurance coverage pursuant to Article 28.4 and/or 28.7b.

- 28.2 Up to three (3) requests for early retirement per year shall be approved by the School Board, although more than three (3) requests may be granted at the discretion of the Board. Those professional staff members with the greatest seniority will be given first consideration. If a professional staff member is not granted early retirement for the year initially requested, that professional staff member will retain an advantage over any teacher requesting early retirement at a later date.
- 28.3 If approved the District shall pay professional staff members granted early retirement in accordance with the following schedule:
- 28.3a. Professional Staff Members who have taught for at least twenty (20) years, ten (10) of which must be in the District and applied for early retirement in 2015 or 2016 or who were hired prior to 1986 or who previously retired under the provisions of 28.1 shall receive 25% of the professional staff member's last salary annually for a five (5) year period or (refer to 28.3 B provision);
- 28.3b. Professional staff members who have taught at least twenty (20) years in the District and applied for early retirement in 2015 or 2016 or who were hired prior to 1986 or who previously retired under the provisions of 28.1 shall receive 30% of the professional staff member's last salary annually for a five (5) year period.
- 28.3c. Eligible Professional staff members who have taught twenty (20) years total with fifteen (15) years in the District who do not meet the provisions of 28.3a. or 28.3b shall receive 25% of the Professional staff member's last salary annually for a five (5) year period.
- 28.3d. Eligible Professional staff members who have taught twenty (20) years in the District who do not meet the provisions of 28.3a or 28.3b shall receive 30% of the Professional staff member's last salary annually for a five (5) year period.
- 28.4 For all categories as described in Article 28.3, health insurance coverage will be provided by the District for up to a two-person plan. This coverage will continue until the retired professional staff member reaches age of 65.
- 28.5 The approval of early retirement shall be treated as a voluntary termination and the professional staff member shall have no right to continue teaching in the District after the effective date of the early retirement. Further, acceptance of the early retirement by the requesting professional staff member shall indicate that the professional staff member intends to retire from the profession.
- Professional Staff Members granted early retirement may, if they so request by April 1, receive their full first year's salary in accordance with article 28.3 within one hundred twenty (120) days of the effective date of their retirement.
- 28.7 In the event of the death of the retired professional staff member, the District will terminate health insurance at the end of the month in which the death occurs. If the spouse of the retired professional staff member is insured, the spouse will be given the option to continue under the COBRA law. The spouse will be responsible for the monthly premiums.

28.8 Retirees will pay the same percentage of premium as current employees, as outlined in Article 21.1.

ARTICLE 29 - DURATION AND EFFECTIVE DATE

29.1 This Agreement shall become effective as of July 1, 2017 and shall continue in effect until June 30, 2019. Any extension shall be mutually agreed upon in writing by the parties, and unless such extension is agreed upon, this Agreement shall expire on the date indicated herein.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their respective president/chairperson and attested by their respective negotiations committee chairperson and/or representative.

SANBORN REGIONAL EDUCATION ASSOCIATION

Zem K Cayandi	4617
Sanborn Regional Education Association President	Date
Negotiations Team Representative	4/6/17
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SANBORN REGIONAL SCHOO	DL BOARD
Sanhar Basia (1911) 18 19	4/0/2012
Sanborn Regional School Board Chair	Date
Negotiations Team Representative	サ/L/ao パク Date
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High School-Athletics	2017-2019
Fall	
Football Varsity	5,568
Football Assistant JV	3,898
Football Assistant 2	2,728
Football Assistant 3	2,728
Football Assistant 4	2,728
Total football	17,650
Soccer, Varsity-Boys	3,559
Soccer, JV -Boys	2,491
Total Soccer-Boys	6,050
Soccer, Varsity-Girls	3,559
Soccer, JV -Girls	2,491
Total Soccer-Girls	6,050
Field Hockey-Varsity	3,496
Field Hockey-JV	2,447
Total- Field Hockey	5,943
Cross-Country	3,495
Golf	2,761
Spirit-Fall	2,877
Winter	
Basketball, Varsity-Boys	5,140
Basketball, JV-Boys	3,598
Basketball-Freshmen-Boys	2,990
Basketball-Varsity Assist-Boys	608
Total Basketball-Boys	12,336
Basketball, Varsity-Girls	5,140
Basketball, JV-Girls	3,598
Basketball-Freshmen-Girls	2,990
Basketball-Varsity Assist-Boys	608
Total Basketball-Girls	12,336
Indoor Track-Boys	3,070
Indoor Track-Girls***	3,070
Total Indoor Track	6,140

Article 12.9 (Continued)	
Spirit, Varsity	3,357
Spirit, JV	2,350
Total Spirit-Winter	5,707
Spring	
Baseball, Varsity	3,421
Baseball, JV	2,394
Total Baseball	5,815
Softball, Varsity	3,421
Softball, JV	2,394
Total-Softball	5,815
- L	
Track, Varsity-Boys	3,482
Track, Varsity-Girls	3,482
Track, Assistant	2,438
Total Track	9,402
Tennis, Boys	3,155
Tennis, Girls	3,155
Total Tennis	6,310
Total HS	108,687
High School Activities	
Book Club	958
Chess Club	958
Diversity	958
Drama	3,831
Drama	3,831
Film Club	440
Fitness After school	1,097
Fitness Before School	1,097
French Club	440
French Honor Society	223
Freshmen Advisor	657
Freshmen Advisor	657
Golf Club	657
Granite State Challenge	657
Junior Advisor	958
Junior Advisor	958
Key Club	958
Knitting Club	223
Lit Magazine 24	958
∠ 4	

Article 12.9 (Continued)	
Math Team	958
Music /Band	1,370
National Honor Society	958
Outing Club	958
Outing Club	958
Senior Advisor	1,097
Senior Advisor	1,097
Shop Club	958
Sophomore advisor	657
Sophomore advisor	657
Spanish Honor Society	223
Student Council	1,097
Yearbook	1,370
Total HS Activities	32,874
Middle School-Athletics	
Fall	
Soccer-Boys A	2,130
Soccer-Boys B	1,491
Total-Soccer-Boys	3,621
Soccer-Girls A	2,130
Soccer-Girls B	1,491
Total Soccer-Girls	3,621
Field Hockey-Girls A	2,130
Field Hockey-Girls B	1,491
Total Field Hockey	3,621
Cross Country Co-ed	2,003
Cross Country Assist.	1,402
Total Cross Country	3,405
Spirit	1,789
Winter	1,705
Basketball-Boys A	2,801
Basketball-Boys B	1,960
Total Basketball	4,761
	4,7 02
Basketball-Girls A	2,801
Basketball-Girls B	1,960
Total- Basketball	4,761
Spirit	2,308
25	

Article 12.9 (Continued))
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Spring	
Baseball	2,042
Softball	2,042
Track, Boys and Girls	1 051
Track, Boys and Girls Assist	1,851 1,296
Track, Boys and Girls Assist	1,296
Track, Boys and Girls Assist	1,296
Total Track	5,739
. Otta. Track	5,759
Total Middle School Sports	37,710
Middle School-Activities	
Art Club	440
Book Club	958
Computer Club	958
Drama Club Assistant	1,097
Drama Club Assistant	1,097
Intramurals	958
NJHS	958
Music /Band	958
SAT Prep/John Hopkins Program	1,370
Science Club	958
Ski Club	657
Student Council	1,097
Yearbook	1,097
Total Middle School Activities	12,603
D. J. Bakie School	
Total Activities	9,168
Memorial School	
Total Activities	9,168
Total Athletics	146,397
Total Activities	63,813
Grand Total	210,210

Distribution of Copies:GrievantPrincipal			
Superintendent School Board			
SREA			
		IONAL SCHOOL	
		NCE RECORD FOR e at Levels 1, 2 & 3)	
Grievance No.	— (1 ⁻ Oi us	e at Levels 1, 2 & 3)	
Name of Grievant		Date Filed/A	Appealed
Building	Assignment	Date of Al	leged Violation
Article of the agreeme	nt allegedly violated:		-
Statement of the grieve	ance:		
Nature and extent of th	ne injury or loss involv	red:	
Results of previous dis	cussions of the grievar	nce:	
Grievant's dissatisfacti	on with decisions prev	riously rendered:	
Remedy sought:			
	Manuscript (1994) 1994 (1994) 1994 (1994) 1994 (1994) 1994 (1994) 1994 (1994) 1994 (1994) 1994 (1994) 1994 (19		
			Signature of Grievant
Disposition by:	_PrincipalSu	perintendentB	oard
Date Answered			Principal/Superintendent/Board
Grievance settled on bas	sis of Principal/Superir	ntendent/Board answ	er.
		Grieva	nt:

20 to 20Professional Staff	Full Time	Part Time	Support Staff
AUTHORIZATION T	O DEDUCT	MEMBERSH	IP DUES
NAME	SS#		
SCHOOL BUILDING	San	born Regional Sc	chool District
To: Superintendent of Schools, Sanborn R	Regional School	District	
I hereby request and authorize the disbursi deduct from my earnings the following am	ng officer of the ounts:	Sanborn Regiona	al School District to
National Education Association NH Education Association Sanborn Regional Education Assoc Region IV	iation	\$\$ \$\$	
NEA-PAC NEA-NH-PAC		btotal \$	
In payment of yearly membership dues as c	ertified by the or	ganization indica	ited:
I understand that such deductions are to conin payments of \$every two weeks for the	nmence Septemb he current school	er 20 are year and for suc	nd are to be made ceeding school years.
I understand that such authorizations for dec a written revocation of such authorization to days prior to the date such written revocation	luction of dues so	hall continue in f	ill force until I submit
I hereby waive all right and claim of said mo and relieve the School Board and all of its or	onies so deducted	l in accordance w liability therefron	vith this authorization n.
I designate the Sanborn Regional Education organizations indicated.	Association to re	eceive all dues an	d distribute them to the
Date Signature			

MEMORANDUM OF AGREEMENT

The Sanborn Regional School Board and the Sanborn Regional Education Association agree as follows:

- 1. The Board's and Association's 2017-2019 Collective Bargaining Agreement adds new Section 28.8, which states that retirees will pay the same percentage of health insurance premiums as active employees.
- 2. The Board and the Association wish to clarify that new Section 28.8 will apply only to those retirees who are approved for early retirement after July 1, 2017 and are eligible for health insurance under Section 28.4.
 - 3. Therefore, effective July 1, 2017, Section 28.8 is amended as follows:

"Retirees who are approved for early retirement after July 1, 2017 and are eligible for health insurance under Section 28.4, will pay the same percentage of the premiums for health insurance under Section 28.4 as is paid by active employees under Section 21.1."

4. This Memorandum of Agreement will be appended to the 2017-2019 Collective Bargaining Agreement.

SANBORN REGIONAL SCHOOL BOARD

Date: May 14' 2017

By:

SANBORN REGIONAL EDUCATION ASSOCIATION

Title: SREA Lead Negotianon, President