



**SUPPORT STAFF  
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

THE

SANBORN REGIONAL SCHOOL BOARD

AND THE

SANBORN REGIONAL EDUCATION ASSOCIATION

***JULY 1, 2019 – JUNE 30, 2022***

**SANBORN REGIONAL SCHOOL DISTRICT  
SUPPORT STAFF COLLECTIVE BARGAINING AGREEMENT**

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# **SANBORN REGIONAL SCHOOL DISTRICT SUPPORT STAFF COLLECTIVE BARGAINING AGREEMENT**

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## **1. Agreement**

This agreement between the Sanborn Regional School Board (hereinafter called the "Board") and the Sanborn Regional Support Staff/Affiliated with the Sanborn Regional Education Association/NEA-New Hampshire (hereinafter called the "Association") is made and entered into on the 12th day of March, 2019.

## **2. Purpose**

The general purpose of this Agreement is to set forth agreements reached between the Board and the Bargaining Unit with respect to wages, hours, and other terms and conditions of employment for support staff personnel in the Bargaining Unit described in the recognition clause as follows.

## **3. Recognition**

The Board recognizes the Association as the exclusive bargaining agent for all support staff to include: school secretaries, administrative assistants, administrative secretaries, guidance secretaries, all paraeducators and coordinators, permanent full-time substitutes, inside suspension and planning room staff, occupational therapist assistants and speech and language assistants, unless excluded in Article 4.

## **4. Exclusions**

### **4.1 Position Exclusions**

The following positions are excluded from the Bargaining Unit: maintenance supervisor, maintenance personnel, groundskeepers, custodians, all SAU office personnel including secretaries, clerks, bookkeepers, accountants, technology staff, student service secretaries and all administrators.

### **4.2 Definition of Employee**

The term "employee" as used herein refers to members of this Bargaining Unit as listed in Article 3 above.

### **4.3 Other Meetings**

It is understood that nothing contained in this Article shall be construed to prevent the board or appropriate representatives thereof from meeting with any individual or organization to hear views on any matters, except as to matters so presented which are a proper subject of collective negotiations. This agreement shall not be modified in whole or in part except through the voluntary, mutual consent of the parties by an instrument in writing duly executed by the parties.

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**5. Non-Discrimination**

**5.1 Pursuant to RSA 273-A**

Pursuant to the RSA 273-A, the Employer hereby agrees that every employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining. The Employer agrees that it will not deprive any employee in the enjoyment of any rights conferred by the Act or other state and federal laws; and that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the Employer, or his/her institution of any grievance, complaint or proceeding under this Agreement.

**5.2 Definition of Discrimination**

The parties agree that they will not discriminate illegally against or between employees covered by this Agreement because of age, ancestry, color, creed, handicap, marital status, national origin, race, religion, sex, sexual orientation or veteran status.

**6. Management Rights**

**6.1 Rights and Responsibilities of the Board**

The parties agree that all rights and responsibilities of the Board which have not been addressed by this Agreement are retained in the sole discretion of the Board.

**6.2 Rights of the Bargaining Unit**

It shall also be the right of the Bargaining Unit, however, to present and process grievances of its members whose wages, hours, or working conditions are changed in violation of this Agreement as a result of Administration exercising the above-mentioned rights, whenever such grievances exist.

**7. Negotiations Procedure**

On or before October 15, the parties shall conduct the initial negotiating session.

The parties agree to negotiate according to the procedures set forth in RSA 273-A, and that such negotiations will be good faith. Each party shall make proposals, counter-proposals and exchange information in an effort to reach an accord on all issues raised with respect to wages, benefits and working conditions.

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Any agreement reached shall be reduced in writing and signed by the Board and the Association. Any agreement will need to comply with the timelines of Senate Bill 2 in order to have the Agreement introduced as a warrant article and reviewed at a public budget hearing.

If an Agreement is not reached by December 1<sup>st</sup> preceding the termination date of any year, either party may declare an impasse pursuant to RSA 273-A:12 and request a list of mediators from the PELRB. If the parties are unable to agree on a mediator within seven (7) days after being provided with a list of mediators by the PELRB, the parties shall request the PELRB to appoint a mediator. Costs for the retention of a neutral mediator shall be borne equally by both parties.

Either party may, if it desires, utilize the services of outside consultants, and may call upon professional representatives to assist in negotiations.

When bargaining sessions are scheduled during the school day, employees may participate as provided in RSA 273-A:11-II.

The parties reserve the right at the conclusion of negotiations to reach agreement regarding the non-cost items which will go into full force and effect at the beginning of the proposed contract term if the agreement is ratified by the Association and the School Board, even if the public vote to fund the cost items of the Collective Bargaining Agreement fails.

### **8. Severability**

Should any article, section, or portion thereof, of this Agreement be declared invalid because it is in conflict with federal or state law or held to be un-enforceable by any court of competent jurisdiction, such determination shall apply only to the specific article, section or subsection thereof which has been declared invalid or unenforceable, but all other provisions or applications will continue in full force and effect. Both parties will resume negotiations under the provisions of RSA 273-A on the article, section, or portion thereof declared invalid or unenforceable.

### **9. Association Rights by Contract**

The Association shall have in addition to other rights expressly set forth or provided by statute, the following rights.

#### **9.1 Use of Bulletin Boards and the Mail**

The Association shall purchase its own bulletin board(s). Association Bulletin Boards shall be provided space in teacher break rooms at each building. The Association and its representatives shall have the exclusive right to post notices of

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activities and matters of Association concern on the Association bulletin boards at each location. The Association shall also have the Non-Exclusive right to use member mailboxes and/or email for communication to members, with prior notification to the principals.

**9.2 Use of Equipment**

The Association shall have the right to use school equipment, including typewriters, duplicating equipment including copiers, computers and all types of audio-visual equipment during non-work hours and so as to not interfere with nor interrupt school operations. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment.

**9.3 Authorized Representatives of the Bargaining Unit**

Duly authorized representatives of the State and national levels of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt school operations and the building administrator will be notified in advance.

**9.4 Request for Documents**

The Board shall furnish to the Association, upon reasonable notice, such documents within the Board's custody or control as may be relevant to the administration or renewal of the Agreement.

**9.5 Displacement of Employees**

The employee and the employer agree that supervisors or non-unit personnel shall not be used at any time to displace employees regularly employed in the Bargaining Unit except, in emergencies when union employees are not available or have refused to do the work as assigned except in cases where unsafe conditions are being charged by the employee, instruction and training, unavailability of employees or necessary equipment and incidental work. For the purpose of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action.

**9.6 Information provided to Bargaining Unit**

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.

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**9.7 Paid leave for Bargaining Unit Business**

Officers and agents of the SREA shall be provided with five (5) days per year of paid leave to conduct Association business. Such use shall be at the discretion of the Association, except that no one person shall take more than two (2) days. The Superintendent will be notified at least twenty-four (24) hours prior to the commencement of such leave.

**10. Employee Rights and Protection**

**10.1 Right to Membership in the Association**

The Board and the Association hereby agree that every employee shall have the right to join, and/or support the Association, or to refrain from the same or to oppose the Association, provided that employees shall not engage in support of or in opposition in a way that disrupts school operations.

**10.2 Equal Right of Employment**

The Board and the Association mutually agree to provide equal employment to all Bargaining Unit employees with regard to age, ancestry, color, creed, handicap, marital status, national origin, race, religion, sex, sexual orientation or veteran status.

**10.3 Just Cause**

No employee shall be formally disciplined, up to and including discharge, without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and Association in writing.

Discipline shall be progressive in nature and shall generally follow these steps in addressing employee infractions: documented oral warning, written warning, written reprimand, disciplinary suspension or termination.

The Superintendent reserves the right to jump progressive discipline up to and including termination for infractions that are so severe that they warrant more serious consequences.

Any such action asserted by the committee or agent or representative thereof, shall be subject to the grievance procedure herein set forth.

Notwithstanding the language set forth above, just cause shall not be required for dismissal of an employee during the probationary period.

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**10.4 Right to Representation**

An employee shall be entitled, upon request, to have present an Association representative during any investigatory interview which may lead to disciplinary action against him/her. When a request for such action is made, no action shall be taken against the employee and the interview shall be halted until an Association representative is present, unless the circumstances are such as to necessitate immediate action, in which case the interview shall be halted and any action taken shall be provisional only and subject to revision following resumption of the interview in the presence of the Association representative. The role of the Association representative at any such interview shall be the observer only. She/he may confer privately with the employee prior to commencement of the interview but shall not participate in or interfere with the conduct of the interview.

**10.5 Notice for Appearance Before Board**

No employee shall be required to appear before the School Board without seventy-two (72) hours notice except as mutually agreed by the parties.

**10.6 Right to Access to Records with Written Notice**

The Board shall afford to each employee such access and rights with respect to its records pertaining to him or her as is provided by RSA 275:56. At the employee's written request, the Board shall permit an Association representative said access to those records.

**11. Consultation**

**11.1 Meeting with Superintendent without Interference**

Representatives of the Association to be selected by the Association without interference by the Board may meet with the Superintendent or his/her designee once a month to discuss matters of mutual concern including those matters necessary to the implementation of this Agreement. A written agenda may be exchanged by the Association and the Superintendent or his/her designee no less than five (5) days before the scheduled date of the meeting. Nothing contained herein shall prevent the Superintendent or his/her designee and the Association from meeting at any time by mutual agreement.

**11.2 Meeting with the Superintendent about Matters of Mutual Concern**

Nothing contained herein shall prevent such representatives of the Bargaining Unit from consulting with the Superintendent or his/her designee at any time, if matters of mutual concern arise of an urgent or emergency nature. However,



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grievances must be submitted in accordance with the procedures outlined in this Agreement.

**12. Evaluations**

Every employee shall receive a written evaluation report once each year, before May 15 and shall be afforded the opportunity to discuss its content with an administrator within thirty (30) days following his/her receipt. All written evaluations of an Employee's performance, by anyone in a supervisory position, shall be made available to the employee within thirty (30) days of the evaluation. Employees may be required by the Administrator to sign the completed evaluation form, but the employee's signature is not to be deemed to constitute agreement by the employee with its content. The employee shall be afforded an opportunity to insert comments on the form. Disciplinary action will not be taken by the Administrator on the basis of the employee's evaluations unless they were previously notified in writing, warning them of any potential disciplinary action. Evaluations will not be subject to the grievance procedure.

**13. Working Conditions**

**13.1 Safe Working Conditions**

Employees shall not be required to work under unsafe, unhealthy, or hazardous conditions, or to perform tasks which endanger their health, safety, or well-being.

**13.2 Training for Professional Responsibilities**

When deemed necessary by the administration, an employee shall be directed to participate in training needed to carry out assigned duties. In such cases, the cost of training shall be paid by the District and the employee shall be compensated for training time at the employee's hourly rate.

**13.3 Reimbursement for Employees**

The Board shall reimburse the employee for the loss, damage or destruction of personal property used in the performance of the employee's duties, unless such loss is the result of negligence of the employee or as a result of normal usage and wear.

**13.4 Employees**

Employees shall not be required to carry out administrative or supervisory responsibilities in the absence of a building supervisor (principal) or designee.

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**13.5 Dispensing of Medication**

No employee, except nurses, shall be required to dispense or administer medicine.

**13.6 Materials, Equipment and Tools**

The Board shall provide to employees such materials, equipment, and tools, as the Board requires.

**13.7 Paid Breaks and Duty-free Lunch**

Each full-time employee shall have two (2) paid fifteen (15) minute breaks per day and a thirty (30) minute paid duty-free lunch per day, to be taken at such time as the employee's supervisor directs. Part-time employees who work a minimum four (4) hours per day shall receive one fifteen (15) minute paid break. Six (6) hours per day employees shall be accorded a minimum of one fifteen (15) minute paid break during working hours and a minimum of thirty (30) minutes paid lunch break each day.

**13.8 Posting of Vacancies**

A vacancy shall be defined as a newly created position or a present position that is to be filled. All vacancies shall be posted on the SAU #17 website for a period of six (6) workdays. Said posting shall contain the following information: (1) type of work, (2) location of work.

**14. Employment Status**

**14.1 Definition of Employment Status**

For the purpose of supplemental compensation, fringe benefits, insurance, vacation, holidays, etc., there shall be three categories of employees:

- |    |           |                                     |
|----|-----------|-------------------------------------|
| 1. | Full-time | 1050 hours or more in a school year |
| 2. | Part-time | 466-1049 hours per school year      |
| 3. | Casual    | less than 466 hours per school year |

**14.2 Verification of Employment Status**

By June 1<sup>st</sup> of each year, each employee will receive a contract regarding their employment status for the following school year including his/her job position, working hours, wage rate and benefits. Each employee will return their signed contract by June 15<sup>th</sup> or they will be considered as not returning and their position will be declared vacant. Signed contracts will be returned to employees from the Board by June 25<sup>th</sup>. If the employment status, as shown in 14.1 is to be changed,

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during the year, a two-week advance notice of such change shall be given to the employee.

**14.3 Employees and Eligibility for Benefits**

Full-time employees will be eligible for full benefits.  
Part-time employees will be eligible for one-half benefits.  
Casual employees will not be eligible for benefits.

**14.4 Non-Reduction of Benefits for Existing Employees**

Members of the Bargaining Unit at the time the original Agreement was signed will not have their benefits reduced, but shall have them either maintained at previous levels or increased in accordance with the current Agreement.

**14.5 Contractual Days**

Paraeducators will normally work 181 student contact days and three additional days for a total of 184 days. These three additional days will be the two teacher work days prior to the opening of school and the district-wide Professional Development Day in the Spring.

**15. Seniority**

Seniority shall be defined as the length of service within the district retroactive to the completion of a ninety (90) day probation period following initial employment. Accumulation of seniority shall begin on the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations.

In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by casting lots. Part-time incidental employees shall accrue seniority on a pro-rata basis.

**16. Reduction in Personnel, Layoff and Recall**

**16.1 Layoff**

When the Board finds it necessary to reduce the number of full time and/or part time positions for reasons of declining enrollment, budget reductions or reorganization, the following reduction in force procedures will be used.

**16.2 Prior Notice of Layoff**

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The Board shall provide any employee to be laid off at least thirty (30) days notice of the layoff.

**16.3 Classifications of Employees**

For the purpose of layoff, there shall be four classifications of employees: (1) paraeducators, (2) secretaries/receptionists, (3) full-time district substitutes and (4) Speech/Language Assistants/COTA.

It is agreed that Administration shall initially attempt to determine the number of possible resignations and retirements within each job classification in a good faith effort to avoid a potentially unnecessary reduction in force before laying off employees.

If a layoff is necessary after resignation and/or retirement, then probationary employees shall be laid off in reverse order of seniority.

If further layoffs are still required after all probationary employees have been laid off then the District shall layoff employees who have been disciplined or received poor performance evaluations during the last two (2) school years in reverse order of seniority.

**16.4 Seniority List**

The Board shall prepare, deliver and post in a conspicuous place to the employees, in each job site, on a semi-annual basis, a seniority list for the Bargaining Unit. The Board shall also deliver a copy of the seniority list to the Association president. Such notification shall be made during the months of September and March. The Association shall review the list and bring to the Board's attention any errors therein or omissions therefrom within thirty (30) days of receipt. Failure by the Association to notify the Board of errors in or omissions from the seniority list shall be deemed a waiver by the Association to grieve or in any manner complain of Board action in accordance with the list.

**16.5 Loss of Seniority**

Seniority shall be lost by an employee upon termination, resignation, or retirement. Upon transfer to a non-bargaining unit position, an employee's seniority shall be suspended, subject to renewal at such time as the employee returns to a position within the Bargaining Unit.

**16.6 Eligibility for Recall**

Employees shall be eligible for recall for one year. Employees shall be recalled in reverse order of layoff. No new employees shall be hired for vacant positions

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unless laid off employees within that classification have been given opportunity for recall. It is the responsibility of the employee to inform the District when he/she no longer wishes to be eligible for recall. It is the responsibility of the District to keep the employee informed of his/her current status. All employees so recalled shall have all wages, benefits and seniority reinstated.

**16.7 Laid Off Employee and Eligibility for Health Insurance**

Laid off employees shall be eligible to participate in the District's health insurance program at their own expense and to the extent of the law.

**16.8 Laid Off Employees and Substitute Positions**

Laid off employees shall be given priority consideration for substitute positions within their job classification.

**17. Job Descriptions**

The Board agrees to develop job descriptions for Bargaining Unit positions within ninety (90) days following the signing of this Agreement and to consider the Association's advice and counsel with respect thereto. Such job descriptions, however, shall not be deemed to constitute provisions of this Agreement and shall be subject to modification, at the Board's discretion, provided that the Board shall notify the Association and consider its comments before any modifications.

**18. Deductions**

**18.1 Dues Deduction**

It is agreed by and between the Board and the Bargaining Unit that upon receipt of written authorization signed by the employee, the Board shall deduct an amount to provide bi-weekly payments of dues for membership in the local, state, and/or National Education Association from regular salary check of such employee each two weeks and that the amounts so deducted pursuant to such written authorization and signed by the employee shall be promptly remitted as deducted directly to the Association. It is further agreed that such authorization for deduction of dues shall continue in full force and effect until thirty (30) days after the employee submits, via the Superintendent, a written revocation of such authorization to the Board.

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**18.2 Transmittal of Funds to the Bargaining Unit**

The School Board agrees to deduct and transmit bi-weekly monies, authorized in writing by the employee, to companies providing annuities according to the regulations established by the School Board.

**19. Grievance Procedure**

Definition: A grievance shall be defined as any complaint by a Bargaining Unit employee or the Association alleging the violation of any provision of this Agreement. The grievant may have an Association representative accompany him/her throughout any of the grievance steps.

**Procedure: Step 1**

Any employee or the Association with a grievance shall first submit it to his/her immediate supervisor. The submittal shall take place no later than fifteen (15) working days from the date upon which the employee became aware, or reasonably should have become aware, of the facts giving rise to the grievance. The grievance shall be submitted in writing and shall contain a statement of the facts surrounding the grievance, the provision(s) of the Agreement allegedly violated, and the relief requested. The supervisor shall meet with the employee within five (5) working days after receiving the written grievance. If the grievance is resolved between the supervisor and the employee to the employee's satisfaction, the employee shall so indicate, in writing, on the face of the grievance, and the matter will be considered closed.

**Procedure: Step 2**

If the aggrieved person or the Association is not satisfied with the disposition of the grievance by his/her supervisor, or if no decision has been rendered within five (5) working days after his/her meeting, the written grievance may be filed with the Superintendent or his/her designee. The Superintendent or his/her designee shall meet with the employee within five (5) working days after receiving the written grievance and shall communicate his/her decision in writing to the aggrieved person and the Association within five (5) work days after the meeting. If the employee is satisfied with the disposition of the grievance at this stage, he/she shall so state in writing and the matter will be considered closed.

**Procedure: Step 3**

If the employee is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, he/she shall notify the Association within five (5) days after receipt of the Superintendent's decision. If the Association determines that the matter should be arbitrated, it shall advise the Superintendent in writing within ten (10) workdays of receipt of the employee's request. If the parties fail to agree upon an

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arbitrator within fourteen (14) days after the employee request for arbitration, then either party may apply to the American Arbitration Association, who will, in accordance with their procedures, arrange 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 interpreting 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 provisions in this agreement.

The cost of arbitration, including arbitrator's fees and reasonable expenses, shall be borne equally by the District and the Association. Any additional cost attendant with the hearing shall also be borne equally, subject to the agreement of both parties.

- a. No reprisals of any kind will be taken by the District or the Association against any other participant in the grievance procedure.
- b. Forms for the grievance procedure will be jointly prepared by the District and the Association and given appropriate distribution.

**20. Strikes and Lockouts Prohibited**

During the term of this Agreement, the Sanborn Regional Support Staff/Affiliated with the Sanborn Regional Education Association, NEA-New Hampshire agrees not to participate in or condone any strike, slowdown, or refusal as a job action to perform required duties by members of this bargaining unit. The Board agrees not to engage in any lockout of employees covered by this Agreement.

**21. General**

**21.1 Board Policy**

This agreement constitutes Board policy for its term, and the Board will carry out its commitments contained herein and give them full force and effect as Board policy. The Board will amend its policies and take such other action in order to give full force and effect to this Agreement.

**21.2 Expenses for Printing**

Copies of this agreement will be printed at the equal expense of the Board and the Association and distributed to employees by the Association.

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**22. Compensation**

**22.1 Method of Payment**

Beginning in the second year of this contract cycle (2020-2021) the parties agree to pilot a new payment method for employees in this bargaining unit.

During the 2020-2021 and 2021-2022 years of this contract, school year and extended year employees at their option, shall be paid in one of the following manners:

- a. Anticipated wages divided by 22, which equals 21 bi-weekly checks and one reconciliation payment.
- b. Full pay for hours actually worked, paid within eight (8) days after expiration of the pay period in which the work is performed.

Employees must specify their choice in writing prior to the first payroll period on the form provided by the school district for the 2020-2021 and 2021-2022 school years. If employees fail to specify their choice, they will be paid as described in section (b) above.

The parties agree that this pilot payment method may be sunsetted at the conclusion of the 2021-2022 contract period at the discretion of the Superintendent.

**22.2 Assignment to Step**

All new support staff will be assigned to an appropriate step based upon evaluation of their experience. The Superintendent will consider degree status and years of experience prior to entering the District when making a placement.

**22.3 Advancement in Step**

At the beginning of each school year, July 1<sup>st</sup>, all non-probationary employees shall be advanced one step.

**22.4 Movement in Pay Scale**

Employees in the Bargaining Unit shall move through the pay scale as provided.

**22.5 Compensation Matrix**

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



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2019-2020    2.75%    Cost of Living Adjustment Plus Step with 3% off Matrix

2020-2021    2.75%    Cost of Living Adjustment Plus Step with 3% off Matrix

2021-2022    3.0%    Cost of Living Increase Adjustment plus Step with 3.25% off Matrix

Salary Matrix - See pages 28 and 29.

**22.5.a 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 contained within the Salary Matrix in Appendix A shall expire on June 30, 2022; step raises on the salary schedule shall not be considered part of the pay plan in effect when this agreement expires on June 30, 2022. 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.

**22.6 Pay for Additional Education**

Any employee who is in a position other than a paraeducator having an earned degree which the Superintendent deems to be related to the employee's specific assignment shall receive the following stipends to be added to the annualized wages.

Degree:	
Associate's degree	\$ 500
Bachelor's degree	\$ 750
Master's degree	\$ 1,000

**22.7 Professional Development Committee Service**

The Association shall be allowed to appoint one (1) Paraprofessional to serve on the District Professional Development Committee annually to ensure training for paraprofessionals is relevant for the unit.

Any support staff representative who serves on the Professional Development Committee shall be paid an amount equal to other paid members of the Professional Development Committee.

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**22.8 Service Award:** Will begin in 2020-2021 Contract year

	TIMELINE (one-time payment only)	AWARD (one payment on years of achievement)
1	After 10 Years	\$1000.00
2	After 15 Years	\$1500.00
3	After 20 Years	\$2000.00
4	After 25 Years	\$2500.00
5	After 30 Years	\$3000.00
6	After 35 Years	\$3500.00

Employees shall have two options for how this payment may be received:

- a. Lump sum in November in the Year in which an employee achieves service recognition.
- b. Two equal payments; one in November and the other in June of the year in which an employee achieves service recognition.

**22.9 Severance Payment**

Employees shall be eligible for a severance payment upon termination of employment as follows: (1) After 10 years of service - \$1,200 (2) After 15 years of service - \$1,750, except that if an employee leaves employment, voluntarily, without having given two (2) weeks notice all severance pay will be forfeited.

**22.10 Overtime Payment**

Overtime payments are made in accordance with applicable standards established by the Fair Labor Standards Act (FLSA) and the New Hampshire Department of Labor. Time cards are required prior to payroll computation.

**22.11 Pay for Acting as a Substitute**

When a paraeducator is required to act as a substitute for a full day outside their normal duties, he/she will be paid his/her rate or the substitute pay, whichever is greater.

**22.12 Pay for Paraeducator attendance at Faculty Meetings**

In order to provide paraeducator input at faculty meetings and to keep paraeducators informed, each paraeducator who attends a staff meeting will be paid for one (1) hour at his/her rate to attend faculty meetings.

**SANBORN REGIONAL SCHOOL DISTRICT  
SUPPORT STAFF COLLECTIVE BARGAINING AGREEMENT**

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**22.13 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.

**22.14 Unplanned Delayed Opening/Early Release**

Employees shall suffer no loss of pay due to an unplanned early release or delayed opening, where the District has closed schools. In the event of a delayed start, employees will not be required to report to work more than fifteen (15) minutes prior to the opening of the school in which they were assigned.

**23. Supplemental Compensation ( Benefits)**

Employees in the Bargaining Unit are afforded the benefits as specifically outlined in this Article to the extent and under the conditions as provided. If not otherwise qualified, all benefits are pro-rata in accordance with Section 14.1 of this agreement with "part-time" employees receiving 50% of the benefit.

**23.1 Vacation**

Vacation time shall be computed as of each employee's anniversary date on the basis of the following schedule for year-round employees only:

<u>1-5</u>	<u>years of service</u>	<u>2 weeks</u>
6	years of service	2 weeks, 1 day
7	years of service	2 weeks, 2 days
8	years of service	2 weeks, 3 days
<u>9</u>	<u>years of service</u>	<u>2 weeks, 4 days</u>
10	years of service	3 weeks
11	years of service	3 weeks, 1 day
12	years of service	3 weeks, 2 days
13	years of service	3 weeks, 3 days
<u>14</u>	<u>years of service</u>	<u>3 weeks, 4 days</u>
15	years of service	4 weeks

A pro-rata accumulation of unused vacation time will be paid to employees terminating employment.

Year-round support staff members may carry a maximum of three (3) vacation days forward with the permission of their immediate supervisor. The days carried over expire in one (1) year if not used.

**SANBORN REGIONAL SCHOOL DISTRICT  
SUPPORT STAFF COLLECTIVE BARGAINING AGREEMENT**

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**23.2 Holidays**

All employees shall have the following ten (10) days off with pay. Pay shall be for the regularly scheduled hours of each employee:

New Year's Day	Columbus Day
Martin Luther King Civil Rights Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Labor Day	Christmas Day

Employees working summers shall be entitled to the days provided above, plus July 4<sup>th</sup>.

**23.3 Additional Holiday Pay for Year-Round Employees**

Year round employees shall receive an additional paid holiday if Christmas does not fall on a Sunday or Monday.

Examples: (a) if Christmas is on a Monday, then the last day of school before Winter break is the preceding Friday. There would be no holiday pay; (b) if Christmas falls on a Saturday, then the last day of school before Winter Break is the preceding Thursday, and the employee would receive holiday pay for Friday; (c) if Christmas falls on a Wednesday, then the last day of school before Winter break is the preceding Monday and the employee would receive holiday pay for that Tuesday.

**23.3.1 Holiday Options**

All employees shall have the option to either:

- a. Time off with pay on the designated holiday equal to their average daily compensation.
- b. Compensating time off on another regularly scheduled day of work equal to their average daily hours of work.
- c. Extra compensation equal to their average daily compensation.  
Selection will be with mutual agreement with the school principal.

**23.4 Sick Leave**

Each employee shall be credited with 13 days sick leave at the beginning of the school year. All previously credited and unused sick leave shall accumulate year to year to a maximum of 120 days.

**SANBORN REGIONAL SCHOOL DISTRICT  
SUPPORT STAFF COLLECTIVE BARGAINING AGREEMENT**

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Paraeducators may utilize sick leave in hourly increments.

**23.4.1 Sick Leave Bank**

The parties agree to maintain the established sick leave bank.

**23.4.2 Sick Bank Leave Committee**

The Association shall establish a Sick Leave Bank Committee of not more than seven members, not less than one member of each administrative unit.

**23.4.3 Record of the Current Number of Days**

The Sick Bank Committee and the School Administrative Unit office shall keep a record of the current total number of days in the Sick Leave Bank up to a cap of 800 days.

**23.4.4 Written Authorization for Deduction**

When appropriate, upon receipt of written authorization therefore, signed by the member, the school administrative unit office shall:

- a. Deduct one day from that member's unused sick leave.
- b. Add one day to the Sick Leave Bank.

**23.4.5 Date for Receipt of Written Authorization**

These written authorizations must be received by the School Administrative Unit Office by September 15<sup>th</sup>, for all contributing members who are on a year-long contract. Any member who joins the district after September 1<sup>st</sup>, and who wishes to contribute to the Sick Leave Bank shall have two weeks from the day they begin work to provide written authorization to the School Administrative Unit Office.

**23.4.6 Effective Date for Sick Bank**

The Sick Bank shall become effective on September 15<sup>th</sup>, for all sick bank members on a year-long contract, and upon receipt of their written authorization by the School Administrative Unit Office for any sick bank member who joins the district after September 1<sup>st</sup>.

**SANBORN REGIONAL SCHOOL DISTRICT  
SUPPORT STAFF COLLECTIVE BARGAINING AGREEMENT**

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**23.4.7 Additional Sick Leave**

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 Bank Leave Committee for additional sick days to be drawn from the Sick Leave Bank.

**23.4.8 Member Applications**

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.

**23.4.9 Unused Sick Leave**

Any unused portion of the Sick Leave Bank shall be cumulative and shall carry over to the next year.

**23.4.10 Limited Sick Day Use Compensation**

All employees 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 employees who utilize no more than two sick days during a given year (except for the donation to the sick leave bank) shall receive one days' per diem salary at the conclusion of the school year.

**23.5 Death in the Immediate Family**

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, sister, step-father, step-mother, stepchildren, grandparents, grandchildren, father in-law, mother in-law, sister-in-law and brother-in-law, or any other person living in the home of the employee or persons for whom the employee is supporting.

**23.5.1 Death Leave Not Accumulative**

Unused funeral/bereavement leave shall not be cumulative.

**23.6 Personal Business**

At the beginning of the school year, each employee shall be credited with three (3) days to be used for personal business that cannot be conducted at any other time, except that these days cannot be used prior to or immediately following a holiday or vacation as an extension of that vacation or holiday. Further, these

**SANBORN REGIONAL SCHOOL DISTRICT**  
**SUPPORT STAFF COLLECTIVE BARGAINING AGREEMENT**

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days are non-accumulating and require written prior approval on the district's form at least twenty-four hours in advance, except in cases of emergency.

**23.7 Jury Duty**

An employee called to jury duty (including court testimony pursuant to subpoena) shall not be required to use any other category of leave or be docked in pay, however, the combination of jury duty compensation and this benefit shall not exceed the regular pay for the employee.

**23.8 Unpaid Leave**

Leaves of absence without pay or benefits up to one year in duration may be granted upon written request from an employee. During said leaves seniority shall not continue to accumulate. The allowance of such an unpaid leave to any employee more than once in any ten (10) year period shall be at the Board's discretion.

**23.8.1 Request for Leave**

Request for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leave. Parental/child-care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child, where applicable.

**23.8.2 Reinstatement to Position**

An employee returning from a leave of absence shall be reinstated to a position and classification comparable to the one he/she held when the leave began. At thirty (30) days prior to the date a leave is scheduled to expire, an employee shall notify the Employer of his/her intent to return to work.

**23.8.3 Purpose for Unpaid Leave of Absences**

Unpaid leaves of absences may be taken for the following purposes:

- (1) Child rearing or adoption
- (2) Personal, family or medical reasons
- (3) Professional Growth

**23.8.4 Use of Other Leaves**

Nothing in this Article shall be construed as limiting an employee's use of other categories of paid leave.

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**23.9 Insurances**

The District will pay no more per year per employee than the amounts listed below to subsidize Cigna's Consumer Driven Health Plan carrying a \$1250/\$2500 deductible and dental insurance (which includes child orthodontics), provided the member completes the teaching service specified in his/her individual contract or is released by the Board therefrom. The District shall pay the following percentage of Cigna's Consumer Driven Health Plan carrying a \$1250/\$2500 deductible premium toward the monthly premium for whichever plan and coverage (single, 2-person or family) is selected by the employee:

2019-20	<u>89%</u>
2020-21	<u>88.5%</u>
2021-22	<u>88%</u>

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:

- a. Have and show proof of their health insurance coverage in a comparable plan;
- b. Initially, attend informational seminar to hear an explanation of the effect of this waiver;
- c. 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.

**23.9.1 Part-time Employee Coverage**

Part-time employees as defined in Article 14 will receive 50% of the amounts listed in 23.9 for such insurance as they choose to elect.



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**SUPPORT STAFF COLLECTIVE BARGAINING AGREEMENT**

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**23.9.2 Flexible Savings 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 by payroll deduction to the Section 125 Plan up to the limit 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 subsequent plan years.

**23.10 Life Insurance**

Each employee shall be provided with term life insurance at the amount of \$35,000.

**23.11 Worker's Compensation**

Employees who suffer an injury or illness that qualifies for compensation under Workers Compensation shall receive said compensation as prescribed by NH State Statute. Insurance benefits will continue\* for an absence of ninety (90) days at District expense, however, the employee may for the period beyond ninety (90) days purchase insurance benefit under the COBRA benefit.

\*Continue shall mean continuation of insurance benefits enrolled at the time of injury.

**23.12 Professional Advancement Program**

The sum of Eight Thousand Dollars (\$8,000) is available for course reimbursement. This reimbursement will be available for college/university course work specifically related to their job function. Of these funds, Four Thousand Dollars (\$4,000) will be available from July 1<sup>st</sup>, through December 31<sup>st</sup>, and Four Thousand Dollars (\$4,000) will be available from January 1<sup>st</sup> through June 30<sup>th</sup>.

Reimbursement will be made at the cost per credit hour for tuition, not to exceed the prevailing rate for graduate and undergraduate courses at the University of New Hampshire, and shall not include reimbursement for university fees or cost over and above tuition. Reimbursement will be for one (1) course per member per year upon receipt of a "B" or better in the course. Additional requests for reimbursement will be placed on a waiting list to be paid in June if funds from the Professional Advancement Program account remain.

**SANBORN REGIONAL SCHOOL DISTRICT**  
**SUPPORT STAFF COLLECTIVE BARGAINING AGREEMENT**

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**24. Workshops and Conferences**

Members of the Bargaining Unit who are approved by the building principal to attend workshops or conferences which are related to their duties will be compensated at their hourly rate of pay.

**24.1** Each year Ten Thousand (\$10,000) will be available for members to attend workshops and conferences. The funds will be allocated under the following schedule:

- Eight Thousand Dollars (\$8,000) will be available for in district workshops during summer non-school days of the fiscal year.
- One Thousand Dollars (\$1,000) will be available from the first day of school to December 31<sup>st</sup>.
- One Thousand Dollars (\$1,000) will be available from January 1<sup>st</sup> to June 30<sup>th</sup>.

**24.2** Members have two ways to utilize these funds:

**24.2a** The District will reimburse a maximum of One Hundred Fifty Dollars (\$150) towards registration for one or more workshops or conferences per member per year. Additional requests for reimbursement will be placed on a waiting list to be paid in June if funds from the workshop and conferences account remain.

**24.2b** Support Staff members will be paid their hourly rate for each day spent attending a school district sponsored summer workshop.

**25. Certification**

**25.1 Application for Certification**

Paraeducators must apply for state certification within sixty (60) days of employment or face termination. This requirement applies to staff classified as paraeducators only.

**25.2 Professional Growth**

The District will provide opportunities for professional growth each year for paraeducator staff as determined by the Professional Development Committee and/or approved by Administration.

**26. RBT/ABA Differential**

Any paraprofessional member of the bargaining unit who holds and maintains a valid RBT/ABA certification shall receive an additional \$2.00 per hour differential pay upon

**SANBORN REGIONAL SCHOOL DISTRICT  
SUPPORT STAFF COLLECTIVE BARGAINING AGREEMENT**

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completion and presentation of a valid certification. The Board will reimburse employees who obtain a new certification or employees who renew current certification during the term of this agreement for the cost of the examination upon proof of documentation of successful completion of certification. The hourly differential will be removed for any employee who does not maintain a valid certification under this provision.

**27. Mentor/Shadowing:**

All new hires will be assigned to shadow a current paraprofessional for at least one (1) day to get familiarized with the worksite and paraprofessional duties. This shadowing may be extended by administration. Any employee assigned to serve as a mentor shall not be released from their normal duties, but shall have their duties modified to accommodate for shadowing responsibilities.

**28. Effect of this Agreement**

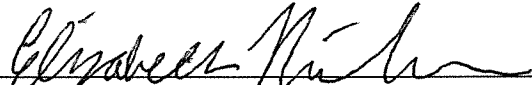
This instrument constitutes the entire Agreement of the Board and the Association, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the parties.

**29. Duration of this Agreement**

This agreement shall become effective as of July 1, 2019 and shall continue in effect until **June 30, 2022**. 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**

  
\_\_\_\_\_  
Sanborn Regional Education Association President

6-5-19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Negotiations Team Representative

6-5-19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Support Staff Representative

6-5-19  
\_\_\_\_\_  
Date

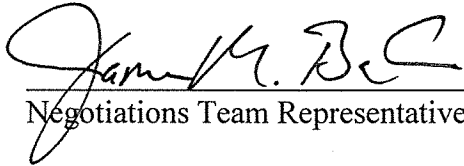
**SANBORN REGIONAL SCHOOL DISTRICT  
SUPPORT STAFF COLLECTIVE BARGAINING AGREEMENT**

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**SANBORN REGIONAL SCHOOL BOARD**

  
Sanborn Regional School Board Chair

6-12-19  
Date

  
Negotiations Team Representative

6-13-19  
Date

**SANBORN REGIONAL SCHOOL DISTRICT  
SUPPORT STAFF COLLECTIVE BARGAINING AGREEMENT**

**Article 22.5 - SUPPORT STAFF (UNIT #2) SALARY SCHEDULE**

<b>2019-2020</b>													
<b>WAGE SCHEDULE &amp; MATRIX POSITION</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>	<b>Step 13</b>
Speech/Language Assistant and COTA	18.28	19.27	20.02	20.83	21.65	22.52	23.53	24.63	25.73	26.89	28.09	29.36	30.68
Paraeducator I	12.37	13.05	13.38	13.70	14.06	14.41	14.84	15.28	15.72	16.18	16.67	17.16	17.68
Paraeducator II - Associates Degree	12.85	13.51	13.85	14.18	14.52	14.86	15.32	15.74	16.19	16.66	17.14	17.63	18.15
Paraeducator II - Bachelors Degree	13.08	13.76	14.08	14.42	14.75	15.10	15.56	15.98	16.44	16.89	17.38	17.86	18.38
Paraeducator II - Masters Degree	13.32	13.98	14.32	14.64	14.99	15.34	15.78	16.22	16.67	17.12	17.60	18.09	18.62
Receptionist/Secretary	13.66	14.40	14.74	15.11	15.53	15.89	16.34	16.82	17.31	17.83	18.34	18.88	19.42
Secretary	14.78	15.14	15.55	15.93	16.32	16.73	17.15	17.56	18.01	18.46	18.92	19.41	19.89
Secretary Year Round	16.14	16.67	17.09	17.50	17.97	18.40	18.88	19.34	19.81	20.30	20.82	21.34	21.89

\* RBT/ABA: +\$2.00 / hr wage differential

<b>2020-2021</b>													
<b>WAGE SCHEDULE &amp; MATRIX POSITION</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>	<b>Step 13</b>
Speech/Language Assistant and COTA	18.78	19.80	20.57	21.40	22.25	23.14	24.18	25.31	26.44	27.63	28.86	30.17	31.52
Paraeducator I	12.71	13.41	13.75	14.08	14.45	14.81	15.25	15.70	16.15	16.62	17.13	17.63	18.17
Paraeducator II - Associates Degree	13.20	13.88	14.23	14.57	14.92	15.27	15.74	16.17	16.64	17.12	17.61	18.11	18.65
Paraeducator II - Bachelors Degree	13.44	14.14	14.47	14.82	15.16	15.52	15.99	16.42	16.89	17.35	17.86	18.35	18.89
Paraeducator II - Masters Degree	13.69	14.36	14.71	15.04	15.40	15.76	16.21	16.67	17.13	17.59	18.08	18.59	19.13
Receptionist/Secretary	14.04	14.80	15.15	15.53	15.96	16.33	16.79	17.28	17.79	18.32	18.84	19.40	19.95
Secretary	15.19	15.56	15.98	16.37	16.77	17.19	17.62	18.04	18.51	18.97	19.44	19.94	20.44
Secretary Year Round	16.58	17.13	17.56	17.98	18.46	18.91	19.40	19.87	20.35	20.86	21.39	21.93	22.49

\* RBT/ABA: +\$2.00 / hr wage differential

**SANBORN REGIONAL SCHOOL DISTRICT  
SUPPORT STAFF COLLECTIVE BARGAINING AGREEMENT**

<b>2021-2022</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>	<b>Step 13</b>
<b>WAGE SCHEDULE &amp; MATRIX POSITION</b>														
<b>Speech/Language Assistant and COTA</b>		19.34	20.39	21.19	22.04	22.92	23.83	24.91	26.07	27.23	28.46	29.73	31.08	32.47
<b>Paraeducator I</b>		13.09	13.81	14.16	14.50	14.88	15.25	15.71	16.17	16.63	17.12	17.64	18.16	18.72
<b>Paraeducator II - Associates Degree</b>		13.60	14.30	14.66	15.01	15.37	15.73	16.21	16.66	17.14	17.63	18.14	18.65	19.21
<b>Paraeducator II - Bachelors Degree</b>		13.84	14.56	14.90	15.26	15.61	15.99	16.47	16.91	17.40	17.87	18.40	18.90	19.46
<b>Paraeducator II - Masters Degree</b>		14.10	14.79	15.15	15.49	15.86	16.23	16.70	17.17	17.64	18.12	18.62	19.15	19.70
<b>Receptionist/Secretary</b>		14.46	15.24	15.60	16.00	16.44	16.82	17.29	17.80	18.32	18.87	19.41	19.98	20.55
<b>Secretary</b>		15.65	16.03	16.46	16.86	17.27	17.71	18.15	18.58	19.07	19.54	20.02	20.54	21.05
<b>Secretary Year Round</b>		17.08	17.64	18.09	18.52	19.01	19.48	19.98	20.47	20.96	21.49	22.03	22.59	23.16
<b>* RBT/ABA: +\$2.00 / hr wage differential</b>														

**SANBORN REGIONAL SCHOOL DISTRICT  
SUPPORT STAFF COLLECTIVE BARGAINING AGREEMENT**

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**Distribution of Copies:**

- Grievant
- Principal
- Superintendent
- School Board
- SREA

**SANBORN REGIONAL SCHOOL DISTRICT  
GRIEVANCE RECORD FORM  
(For use at Levels 1, 2 & 3)**

Grievance No. \_\_\_\_\_

Name of Grievant \_\_\_\_\_ Date Filed/Appealed \_\_\_\_\_

Building \_\_\_\_\_ Assignment \_\_\_\_\_ Date of Alleged Violation \_\_\_\_\_

Article of the agreement allegedly violated: \_\_\_\_\_

Statement of the grievance: \_\_\_\_\_

Nature and extent of the injury or loss involved: \_\_\_\_\_

Results of previous discussions of the grievance: \_\_\_\_\_

Grievant's dissatisfaction with decisions previously rendered: \_\_\_\_\_

Remedy sought: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

Disposition by: \_\_\_\_\_ Principal \_\_\_\_\_ Superintendent \_\_\_\_\_ Board

\_\_\_\_\_  
Date Answered

\_\_\_\_\_  
Principal/Superintendent/Board

Grievance settled on basis of Principal/Superintendent/Board answer.

**SANBORN REGIONAL SCHOOL DISTRICT  
SUPPORT STAFF COLLECTIVE BARGAINING AGREEMENT**

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Grievant: \_\_\_\_\_

20\_\_ to 20\_\_ Professional Staff \_\_\_\_\_ Full Time \_\_\_\_\_ Part Time \_\_\_\_\_ Support Staff \_\_\_\_\_

**AUTHORIZATION TO DEDUCT MEMBERSHIP DUES**

NAME \_\_\_\_\_ SS# \_\_\_\_\_

SCHOOL BUILDING \_\_\_\_\_ Sanborn Regional School District

To: Superintendent of Schools, Sanborn Regional School District

I hereby request and authorize the disbursing officer of the Sanborn Regional School District to deduct from my earnings the following amounts:

National Education Association	\$ _____
NH Education Association	\$ _____
Sanborn Regional Education Association Region IV	\$ _____
	\$ _____
Subtotal	\$ _____
NEA-PAC	\$ _____
NEA-NH-PAC	\$ _____
	\$ _____
Total	\$ _____

In payment of yearly membership dues as certified by the organization indicated:

I understand that such deductions are to commence September \_\_\_\_ 20\_\_ and are to be made in payments of \$\_\_\_\_ every two weeks for the current school year and for succeeding school years.

I understand that such authorizations for deduction of dues shall continue in full force until I submit a written revocation of such authorization to the Superintendent of Schools not less than thirty (30) days prior to the date such written revocation shall become effective.

I hereby waive all right and claim of said monies so deducted in accordance with this authorization and relieve the School Board and all of its officers from any liability therefrom.

I designate the Sanborn Regional Education Association to receive all dues and distribute them to the organizations indicated.

Date \_\_\_\_\_ Signature \_\_\_\_\_



## MEMORANDUM OF UNDERSTANDING

This Agreement is made between the Sanborn Regional School Board (hereinafter called the "Board") and the Sanborn Regional Support Staff/Affiliated with the Sanborn Regional Education Association/NEA-New Hampshire (hereinafter called the "Association").

WHEREAS, current language in the Support Staff Collective Bargaining Agreement for the 2019-2022 is set forth as follows:

### **Article 26:**

*Any paraprofessional member of the bargaining unit who holds and maintains a valid RBT/ABA Certification shall receive an additional \$2.00 per hour differential pay upon completion and presentation of a valid certification. The Board will reimburse employees who obtain a new Certification or employees who renew current certification during the term of this agreement for the cost of the examination upon proof of documentation of successful completion of Certification. The hourly differential will be removed for any employee who does not maintain valid certification under this provision.*

WHEREAS, the Association and the Board mutually agree that the above language does not fully address how employees seeking new RBT certification will be approved and maintain certification.

WHEREAS, the parties agree to administer the language in Article 26 as follows:

*The rules and process governing RBT certification requires that a Paraprofessional who applies to be RBT certified must be working under the supervision of a BCBA or other certified Behaviorist. This supervision is necessary for Paraprofessional to complete the initial RBT certification process and maintain certification under the rules governing RBT certification.*

*The parties agree that all Paraprofessionals who currently hold RBT certification and/or are working towards certification will receive the required supervision to maintain and renew their RBT certification based on the needs of the position. Currently there is one (1) RBT certified Paraprofessional and three (3) Paraprofessionals on track to secure their RBT certification.*

*Paraprofessionals who have been assigned by the District to work in a position requiring RBT certification ("RBT Paraprofessional") are the only members of the bargaining unit who are eligible to receive a pay differential under the terms of the CBA. In the event the District determines that it is necessary for additional Paraprofessionals to obtain RBT certification, the District shall post the opportunity for RBT certification internally and provide notice of this opportunity to all Paraprofessionals in the bargaining unit. However, prior to posting for the opportunity, the District shall provide notice of the intended posting as well as a copy of the relevant job description to the Association President in advance. Paraprofessionals interested in applying for the opportunity to obtain RBT certification shall submit an application in accordance with the posting.*

*The District shall approve no less than three (3) applications provided that there are at least three applicants to be interviewed and selected for the opportunity to receive RBT certification. Eligibility for the initial selection and final approval of a Paraprofessional shall be based on a combination of factors, including experience, performance, years of service in the District, and the needs of the student. When these factors are equal, selection shall be based on seniority. The District shall meet and confer with the*

Association prior to selecting an employee for RBT certification, but the final decision shall be in the sole discretion of the District and not subject to the grievance procedure of the CBA.

Any time a Paraprofessional who is selected to receive RBT certification training and begins providing services as part of the training and/or certification process will be paid an initial differential of \$1.00 per hour pending completion of the certification process. Upon receipt of the RBT certification, the Paraprofessional shall receive the \$2.00 pay differential as set forth in Article 26 of the CBA. If the Paraprofessional fails to obtain RBT certification, they shall no longer be eligible for any pay differential, and the District may, in its discretion, restart the selection process described above.

Upon proof of completion of certification by the RBT paraprofessional, annual certification and assessment requirements will be reimbursed by the District. The differential is paid only to those Paraprofessionals maintaining a valid certification. Exceptions to this rule in any given year must be mutually agreed to by the parties.

The District and RBT Paraprofessional employees will work collaboratively to ensure supervision hours are completed as required so that RBT Paraprofessionals are qualified for recertification as necessary. No non-RBT-certified Paraprofessional will be required to provide RBT services for RBT-certified Paraprofessionals who are absent, however non-RBT certified paraprofessionals may be assigned to work with students who receive RBT services from an RBT paraprofessional, but they will not be required to provide RBT services.

Once signed, the Memorandum of Understanding language will go into full force and effect on July 1, 2019 alongside the 2019-2022 Support Staff Collective Bargaining Agreement.

IN WITNESS WHEREOF the parties have caused this Memorandum of Understanding to be signed by their respective president/chairperson.

**SANBORN REGIONAL EDUCATION ASSOCIATION**

Karen Scanlon (Co-president)  
Sanborn Regional Education Association President

12-20-19  
Date

Michael J. [Signature] NH-NEA  
Support Staff Representative

12-16-19  
Date

**SANBORN REGIONAL SCHOOL BOARD**

[Signature]  
Sanborn Regional School Board Chair

12-18-2019  
Date