

J2

AGREEMENT

Between

**Fall Mountain Regional School District
School Board**

and the

**Fall Mountain Regional
Educational Support Personnel Association**

2007 - 2011

INDEX

PREAMBLE		1
ARTICLE	. SUBJECT	PAGE
I	RECOGNITION	1
II	SCOPE OF AGREEMENT	2
III	UNIT OF CERTIFICATION	2
IV	NEGOTIATIONS PROCEDURES	2
V	ASSOCIATION RIGHTS	4
VI	EVALUATION AND PERSONNEL FILES	6
VII	CONSULTATION ON EMPLOYMENT PRACTICES	8
VIII	EMPLOYMENT PRACTICES	9
IX	COMPENSATION	10
X	GRIEVANCE PROCEDURE	14
XI	LEAVES OF ABSENCE	17
XII	INSURANCE	20
XIII	RESIGNATIONS	21
XIV	REDUCTION IN FORCE	21
XV	EMPLOYEE RIGHTS	22
XVI	EMPLOYEE DISCIPLINE	23
XVII	VACANCIES, TRANSFERS, AND ASSIGNMENTS	23
XVIII	HOURS OF WORK	24
XIX	VACATIONS AND HOLIDAYS	24
XX	STAFF DEVELOPMENT	26
XXI	NOTICE UNDER AGREEMENT	26
XXII	STRIKES AND SANCTIONS	27
XXIII	MISCELLANEOUS PROVISIONS	27
XXIV	DURATION OF AGREEMENT	28

APPENDICES

A	COMPENSATION	28
B	INSURANCE/BENEFITS	30
C1-C2	EMPLOYMENT CONTRACTS	34
D1	DUES DEDUCTION AUTHORIZATION FORM	36
E1-E5	GRIEVANCE FORMS	37
F1-F4	SICK DAY DONATION FORMS	42
	EXECUTION OF AGREEMENT	46
	CONTRACTING FOR INDEPENDENT SERVICES	47

PREAMBLE

This Agreement entered into this 13th day of November, 2006, by the Fall Mountain Regional School Board, hereinafter referred to as the "Board," and the Fall Mountain Regional Educational Support Personnel Association affiliated with the New Hampshire Education Association and National Education Association, hereinafter referred to as the "Association "

DEFINITIONS:

Full-Time Employees - Employees who work a total of forty (40) hours per week for the school year or longer.

Part-Time Employees - Employees who work less than forty (40) hours per week for the school year or longer.

Probationary Employees - Employees who are serving a probationary period in accordance with Article 8.4.

Temporary Employees - Employees who work a predetermined period or whose employment terminates upon completion of a project.

Employees who worked less than 40 hours per week and were classified as Full-Time Employees prior to July 1, 1996, will be grandfathered in that classification as long as they remain with the district.

ARTICLE I RECOGNITION

1.1 For purposes of collective negotiations, the Board recognizes the Association as the exclusive representative of all educational support staff employees of Fall Mountain Regional School District as certified by the State of New Hampshire Employee Labor Relations Board, hereinafter referred to as the PELRB. The term "employee" shall include all categories of employees as defined in Appendix A and excludes managerial personnel as designated by the NH Public Employees Labor Relations Board.

1.2 Unless otherwise indicated, the term "employee" when used hereinafter

in this Agreement shall refer to all employees represented by the Association in the negotiating unit as defined in the preamble, and reference to male employees shall include female employees.

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

ARTICLE II SCOPE OF AGREEMENT

2.1 Except as otherwise provided in this Agreement or otherwise agreed to in writing between the parties, the determination of educational policy, the operation and management of the schools, and the control, supervision and direction of the staff, are vested exclusively in the Board, and this Agreement shall not be construed so as to limit or impair its respective statutory powers, discretions or authorities.

ARTICLE III UNIT OF CERTIFICATION

3.1 The Board agrees to negotiate with the Association utilizing the procedure defined in Article IV, so long as the Association is certified as the exclusive bargaining agent by the New Hampshire Public Employee Relations Board and until such time the Association is decertified.

ARTICLE IV NEGOTIATION PROCEDURES

4.1 On or about September tenth (10th) of the prior year in which this

Agreement expires, and subject to compliance with Article XXI, either party may, in writing by certified mail return receipt requested, notify the other party of its desire to terminate or modify the terms and conditions of this Agreement and shall submit its proposals, unless an extension is agreed upon, no later than October fifteenth (15th). The parties shall, thereafter, meet, confer, and negotiate in a good faith effort to reach a mutual understanding and agreement.

4.2 The Negotiating Committee appointed by the Board which shall include at least one member of the Board and the Negotiating Committee of the Association shall have the authority to reach complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement. Both Committees shall attempt to make a good faith effort to secure ratification.

4.3 The Board agrees to supply the Association with such non-confidential information as in the Board's possession and is requested by the Association.

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

4.5 If the additional public funds for implementing the agreement reached by both parties as set forth in Article IV above are not approved at Annual School District Meeting or at any specially called School District Meeting in any one (1) fiscal year and/or after full compliance with Article IV, Section 4.1 through Section 4.4. negotiations shall be reopened for economic issues only. Mediation may be requested by either party.

4.6 If, after discussion of all negotiable matters proposed by either party, the parties fail to reach agreement, either party may declare an impasse. In the event of an impasse, the provisions set forth in RSA 273-A:12

Resolution of Disputes shall establish such procedures in resolving disputes.

4.7 Determination and/or recommendations under the provisions of Section 4.6 of this Article IV will not be binding upon the parties.

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

4.9 During negotiations, the Committee of the Board and the Committee of the Association will present relevant data, exchange points of view and make proposals and counter-proposals.

4.10 The budget submission date for purposes of this Article IV shall be the second Tuesday in January.

4.11 A copy of any agreement reached hereunder will be filed by the Association with the PELRB within fourteen (14) days of its execution.

4.12 The parties may, by mutual agreement, pass over mediation and go directly to fact finding.

ARTICLE V ASSOCIATION RIGHTS

5.1 The Association will have the right to use school buildings at reasonable times, without cost for meetings. Request for the use of buildings will be made to the principal in advance. The Association shall, however, pay any additional cost incurred by the Board in granting this use.

5.2 Upon request, the Association will be given an opportunity at building staff meetings to present brief reports and announcements.

5.3 The Association will have the right to post notices on its activities and matters of employee concerns on appropriate bulletin boards provided for that purpose and will have the right to use the mailboxes for staff provided in each building.

5.4 The Association may, with permission from the building principal, use school equipment, normally used by employees, for Association activities. However, expendable materials will be at the expense of the Association.

5.5 During the term of this Agreement, the rights set forth in this Article

shall not be granted to any other bargaining agent.

5.6 Rights granted to the Association under this Article V shall not, in the judgment of the Board, be disruptive or injurious to the Fall Mountain education system, its students, the faculty, or administration, nor in violation of any of the provisions of this Agreement. In making judgments under this Section, the Board shall not be arbitrary or capricious.

5.7 Representative(s) of the New Hampshire Education Association shall be allowed to conduct Association business on school property at all times provided such business does not interfere with the scheduled duties of the District's employees. In any event, the representative shall inform the building principal of his presence and whom he wishes to see.

5.8 Association representative(s) shall be free to conduct Association business at all times, provided such business does not interfere with the representative's scheduled duties, or that such business does not interfere with the scheduled duties of other employees.

5.9 A. Upon written authorization from the bargaining unit member, the Employer shall deduct dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect unless revoked in writing by the employee. Pursuant to such authorization, the Employer shall deduct from each regular salary check such dues, assessments and contributions, starting with the first regular salary check after receipt of the Dues Deduction Authorization Form (Appendix D-1) and continuing through June 30th, and forward to the Association's treasurer.

B. Upon appropriate written authorization from the bargaining unit member, the District will deduct from the salary of the member and make appropriate remittance for such plans approved by the Unit. These plans will include at least one of each of the following:

Credit Union

Medical Insurance Company

Dental Insurance Company

At least three (3) Tax Deferred Accounts
Charitable Organization

Any employee participating in a non-approved plan prior to ratification of this agreement will be "grandfathered" for purposes of payroll deductions.

5.10 The Association shall be granted up to three (3) days off per year with pay so that officers may attend official Association events such as the annual State Delegates Assembly and the National Representative Assembly or to conduct official Association business.

ARTICLE VI EVALUATION AND PERSONNEL FILES

6.1 The parties agree that a sound evaluation of employee performance and effectiveness is a valuable asset in improving and building the educational community.

6.2 Each employee in Fall Mountain Regional School District shall be evaluated in writing at least once annually. The evaluation will be completed no later than thirty (30) calendar days after the anniversary date of the employee.

6.3 No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material. Employees are under observation and evaluation by the Administration on a daily basis. Written evaluations done by the evaluator/administrator shall be conducted openly and with full knowledge of the employee.

The provisions of this Section 6.3 shall not apply to material of a confidential nature acquired by the Board when initially hiring any employee.

6.4 A. The administrator/evaluator shall prepare and submit a written report and recommendation(s) to the employee on the standardized form developed for each area of work, such as food service, transportation, etc. If the administrator/evaluator believes an employee is doing unsatisfactory

work, the reasons shall be set forth in specific terms.

B. Any employee evaluated as doing unsatisfactory work during the year will be so advised no later than March 1st. For those employees receiving an unsatisfactory evaluation, an improvement plan shall be implemented no later than April 1st.

C. If an employee is judged to have successfully completed his improvement plan, then his evaluation for the year shall be upgraded to satisfactory. Should an employee's evaluation remain unsatisfactory, the provisions of Appendix A, Support Staff Rate Schedule shall apply.

D. If an employee whose final evaluation was unsatisfactory in the preceding year, receives an evaluation of satisfactory in the current year, he shall be restored to his proper placement in accordance with Appendix A, Support Staff Rate Schedule in the subsequent year.

E. If an employee whose final evaluation is unsatisfactory in the preceding year, receives an unsatisfactory evaluation in the current year, he shall be notified of his non-renewal for the subsequent year.

F. All the provisions of B through E above shall not be subject to the grievance procedure in Article X, but the following procedure shall apply:

1. In the event of an unsatisfactory rating at the conclusion of Level C, an appeal at the option of the employee can be made to a panel consisting of a non-voting moderator appointed by the Board and three (3) employees appointed by the Association.

2. At Level C, the decision of this panel is binding.

6.5 The employee will acknowledge that he has had an opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer. In the event that an employee refuses to sign an acknowledgement that he has had an opportunity to review material which will become a part of his/her file, a third party will witness a statement by the supervisor that the employee was given the opportunity to sign but refused

and the material will be placed in the file. The employee will be given a copy of this statement.

6.6 New employees shall be evaluated at least twice during their first year of employment.

6.7 An employee will have the right, upon request, to review the contents of his personnel file, during regular office hours and to make copies of such at his expense. He/she shall have the right to respond to any document in writing and that document shall be included in the file.

6.8 The parties recognize and agree that, subject to the provisions of this Article VI, evaluation is a supervisory function and the sole responsibility of the Board.

6.9 Any formal complaint (in writing and signed by the complainant) against any employee by any parent, student or other person will be promptly called to the attention of the employee. Complaints shall not be incorporated into the employee's evaluation or personnel file unless the employee has been informed of the complaint and unless the complaint is investigated with notation of results made.

ARTICLE VII CONSULTATION ON EMPLOYMENT PRACTICES

7.1 The Board's representative and authorized representatives of the Association shall, upon request, meet at mutually convenient times and places to discuss areas of common interest which may arise relative to the employment practices of the District. Such meetings shall be of a meet and confer nature and with neither party waiving its rights under this Agreement and/or any applicable laws.

7.2 In the event that the Board considers the division of a full-time (40 hour) position into two or more part-time positions, the Board and the Association will meet regarding this potential change, as outlined in Article 7.1.

ARTICLE VIII

EMPLOYMENT PRACTICES

8.1 Employees shall not be assigned outside the scope of their job descriptions except temporarily. In the event that an employee is assigned, by the administration, to perform the majority of the responsibility of a higher paid position for more than five (5) days in any ten (10) day period, he/she shall be compensated retroactively for all work performed at the higher rate on the step closest to the employee's wage rate that represents an increase in hourly rate.

8.2 Employees hired by the District will be given an individual contract (see Appendix C attached hereto) in the first year of their employment.

Employees shall thereafter receive a notice of employment (see Appendix C-1, attached hereto) setting forth their job title, initial building assignment (where appropriate), rate of pay and, in the case of part-time employees, minimum number of hours per week. Assignments may be changed should circumstances change including but not limited to changes in enrollment, student population, funding levels, etc. Employees shall be notified when the District makes the determination that changes are necessary.

8.3 Employees will be notified of their employment status, title and initial job assignment prior to April 15, when possible.

8.4 Employees shall serve a thirty (30) work day probationary period. In the event that the supervisor believes an additional period of time is necessary to fully evaluate the employee's continued employment, the supervisor may extend the probationary period by two (2) twenty-five (25) work day periods. The supervisor shall evaluate the employee at the end of each extended probationary period and shall notify the employee of any continuation of probation. The supervisor may recommend termination of employment during the probationary period. The employee has no right to grieve a termination of

employment during the probationary period.

8.5 Full-time employees shall receive an uninterrupted, unpaid, duty free lunch whenever possible. An employee who is required to work during part of his/her unpaid lunch period shall be compensated at the appropriate rate for the time worked. The lunch period may be extended with the permission of the administrator.

Bus Drivers who drive on a trip of five (5) hours or more duration shall receive reimbursement of up to ten dollars (\$10.00) for a meal payment. For trips in excess of ten (10) hours, drivers shall receive an additional reimbursement of up to ten dollars (\$10.00). In both cases receipts shall be required.

8.6 All employees will be issued a current job description at the time of their employment. Subsequent revisions, when published, will be provided to existing affected staff.

ARTICLE IX COMPENSATION

9.1 The Salary Schedule and its application are set forth in Appendix A hereto.

9.2 A. Any employee required to work forty (40), hours per week shall be compensated at the rate of one and one half (1 1/2) times his/her regular rate of pay for all hours worked in excess of forty (40). Hours worked shall exclude personal and vacation leave. Compensatory time in lieu of payment may be offered by the District. The option shall be offered to the employee when he/she is offered the overtime opportunity. The employee shall then have the right to elect compensatory time off at the rate of one and one half (1 1/2) hours off for each hour worked. If compensatory time is elected, it shall be taken within the next pay period at a time approved by the supervisor. In the event that the time cannot be scheduled within two weeks due to the needs of the District or the employee, the employee will be paid.

B. Staff whose regular work week is less than forty hours shall receive payment for all hours worked beyond his/her regular schedule but less than forty (40) hours per week shall be compensated at his/her regular rate of pay. Compensatory time in lieu of payment may be elected by the employee and taken within the next pay period at a time approved by the supervisor. In the event that the time cannot be scheduled within the two weeks, due to the needs of the District, the employee will be paid.

C. Employees whose attendance is required at meetings beyond their regular work hours shall be compensated at the appropriate rate.

D. Employees who are required to report to work from home due to an emergency or due to an extra assignment shall receive a minimum of two hours compensation for each occurrence at the appropriate rate.

Bus drivers who are scheduled to make a trip which is then canceled within twenty-four (24) hours (unless due to inclement weather) shall receive a minimum of two (2) hours compensation for each occurrence at his/her appropriate rate.

E. Employees required to work on a holiday shall be compensated at the rate of two hours pay for each hour worked.

F. Overtime shall have prior approval of the appropriate administrator.

G. All overtime assignments shall be made on an equitable basis by building, where appropriate, provided the employee has the qualifications to perform the work in question.

H. Employees who use their personal vehicles for district business shall be compensated at the current district mileage rate.

I. Employees who work second and third shifts shall receive a shift differential payment of \$500 per year for second shift and \$1,000 per year for third shift. These amounts are based on an 8 hour per day, 260 days per year contract and will be prorated for employees whose contracts are for less hours and/or days. This amount shall be paid once annually, on the second payday in December. Employees who receive this payment and then resign prior to

June 30 of the following year shall have a prorated adjustment for the unearned portion of this payment deducted from their final paycheck. For purposes of this article, second shift shall be defined as 2:30 PM to 11:00 PM and third shift as 10:30 PM to 7:00 AM.

Employee Kenneth Kryzak shall also participate in the above on a "red lined" basis, but only for any and all hours worked after 4:00 PM, calculated on a prorated basis.

9.3 Retirement

A. Local Retirement - Full time employees who are over age 50 and retire, die or become totally disabled, and have worked in the District ten (10) years or more will receive One Hundred Dollars (\$100.00) for each year of service in the District. The employee will notify the Business Administrator of his/her intent to retire no later than November 1st prior to the final employment year. This benefit shall apply to only those employed by the district prior to June 30, 1996, who choose this along with retaining the "old" longevity system, as outlined below:

Old Longevity System (Article 9.9 of the 1995-96 Agreement)

A longevity stipend will be paid to full-time employees as follows:

20 years	\$ 500
25 years	\$ 750
30 years	\$1000

Part-time employees shall receive this compensation on a pro-rated basis.

B. State Retirement - All eligible personnel are required to participate in the State of New Hampshire Retirement System.

9.4 Employees who are unable to get to work during inclement weather will be permitted to use personal days. Employees who are late because of weather conditions when school has been canceled will be given an opportunity to make up missed time without loss of pay, whenever possible.

9.5 Placement of new employees on the salary schedule shall be based on education, technical training, and relevant years of experience. In doing so, the board will not be arbitrary or capricious.

All step placement credit for training, education and experience shall be

on a one year equals one step basis, with two steps subtracted from the final calculation and no placement to be higher than Step 8 for newly hired employees.

9.6 All employees whose start date is from July 1 to December 31 shall be credited with a full year's service for compensation and seniority purposes. All newly hired employees will receive sick and personal days as follows:

Sick Days

<u>Hire Date</u>	<u>Number of Days</u>
7/1-7/15	12
7/16-8/15	11
8/16-9/15	10
9/16-10/15	9
10/16-11/15	8
11/16-12/15	7
12/16-1/15	6
1/16-2/15	5
2/16-3/15	4
3/16-4/15	3
4/16-5/15	2
5/16-6/15	1
6/16/6/30	0

Personal Days

<u>Hire Date</u>	<u>Number of Days</u>
7/1-12/31	2
1/1-3/31	1
4/1-6/30	0

9.7 A. Employees who work less than twelve (12) months may elect to receive their pay in accordance with the following options:

1. Twenty-four (24) payments.
2. Twenty (20) payments with a separate lump sum check, (the amount to be determined by the employee prior to the start of the school year) given on the last payday of the year.
3. Twenty (20) payments.

B. Employees who work twelve (12) months shall receive their payment of

salary in twenty-four payments spaced through the calendar year.

C. Payday shall be on the first (1st) and sixteenth (16th) day of each month. Should either the first (1st) or sixteenth (16th) day of any month fall on a non-business day, the payday shall be on the first (1st) business day following that day.

D. Employees shall inform the District of their selected option on or before the last working day of the school year for the next school year. New employees shall specify an option on the first day of employment. Employees shall not change their selection during the school year.

9.8 A. The District shall contribute fifteen cents (\$.15) for every dollar (\$1.00) contributed by an employee to a District approved Tax Deferred Annuity program selected by an employee for payroll deduction.

B. No fewer than three (3) Tax Deferred Annuity Plans shall be available for selection at all times.

C. As of June 30, 2007, plans currently selected shall be maintained as long as there are participants. In the event that more than three (3) plans are offered and all participants withdraw from a non-approved plan, that plan may be eliminated from automatic payroll deduction.

9.9 A longevity payment of fifty dollars (\$50.00) for each year of service with the district in excess of ten (10) years shall be paid to all employees starting in the eleventh (11th) year of service. The payment will be paid on the payday immediately preceding Christmas.

ARTICLE X GRIEVANCE PROCEDURE

10.1 Definition:

"Grievance" means an alleged violation, misinterpretation, or misapplication with respect to one or more District employees, or the Association, of any provision of this Agreement. An "aggrieved employee" is the person or persons making the claim. All the time limits specified in this Article X

shall mean calendar days.

10.2 Purpose:

The parties acknowledge that it is most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. Parties also acknowledge that open communication be maintained at all appropriate grievance levels as evidenced by the grievance process forms set forth in Appendix E 1-5. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (see Appendix E 1-5 attached hereto) and referred to the following formal grievance procedure.

10.3 Formal Procedure:

The grievance shall state the specific violation with proper reference to the contract agreement. It shall also set forth names, dates, and any other related facts which will provide a sound basis for a complete understanding of any such grievance and must be filed within thirty (30) days of the time the alleged violation either became known or should have become known to the employee. All references to days in Levels A thru D are calendar.

Level A:

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

Level B:

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

Level C:

If the grievance remains unsettled, then the grievance shall be referred to the School Board.

Within ten (10) days of a grievance being referred to the School Board, the School Board will meet with the participants of Level B and examine the facts of the grievance. The School Board shall give its answer within fifteen (15) days of any such meeting.

The School Board shall use its best efforts to examine the facts of the grievance, but it shall have no power or authority to do other than interpret and apply the provisions of this Agreement and it shall have no power or authority to add or subtract from, alter, or modify any of the said provisions.

Level D:

If the grievance remains unsettled, it may be referred to advisory arbitration. The parties shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures of the service.

The Arbitrator shall use his best efforts to arbitrate the grievance, but he shall have no power or authority other than to interpret and apply the provisions of this agreement and he shall have no power to add or to subtract from, alter, or modify any of the said provision. The Arbitrator's decision shall not be binding on either party, but shall be advisory only. The parties agree that the Arbitrator will be paid by the party that does not prevail in the decision.

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

10.5 Upon selection and certification by the Association, the Board shall recognize an Association Grievance Committee.

10.6 Grievances on behalf of more than one staff person shall be submitted by the Association to Level B.

10.7 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual

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

10.8 Subject to the provisions of RSA 273-A:11, 1 (A), an employee shall be given the right, upon notice to the appropriate supervisor, to have an Association representative present with respect to a filed grievance.

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

10.10 Authorized absence of up to two weeks of any party involved in the grievance process will automatically extend the time frames by the appropriate number of days.

ARTICLE XI LEAVES OF ABSENCE

11.1 It is agreed that the use of leave days will be confined to the legitimate purposes provided in the following schedule, and that paid leave benefits will not be used for any unauthorized absence. An unauthorized absence may be cause for disciplinary action up to and including discharge.

11.2 Paid Leaves

A. Sick leave shall be confined to a disabling physical condition of the employee, excluding work-connected disability covered by the New Hampshire Workman's Compensation law. Under this Section 11.2, the Administration may request medical evidence at the Board's expense from the employee's physician and/or the Board's physician when it is deemed necessary to confirm the nature and extent of the disabling physical condition. In those instances when an employee's health or physical condition warrants, continued employment will be permitted as long as the employee is able to adequately perform his or her duties, and can supply the Board sufficient medical evidence to insure his

or her health and safety.

B. Twelve month employees shall earn twelve (12) days sick leave at their applicable number of hours and rate of pay. Ten (10) month employees shall earn ten (10) days sick leave at their applicable number of hours and rate of pay. The Board agrees to permit 90 days carryover of accumulated sick leave.

C. A maximum of three (3) days of an employee's sick leave may be used for the sickness of an employee's child or spouse.

D. Two (2) days absence with pay will be allowed for critical illness in the immediate family, as defined in section 11.5. Critical illness means illness which the attending doctor considers sufficiently serious to require the employee's presence at the bedside.

E. The Board agrees to permit the donation of sick days from one or more employees to another under the following conditions:

If an employee has or is about to exhaust all of his or her sick days due to a **lengthy illness or disability (including but not limited to pregnancy related disability)**, the employee may request, using the letter found in Appendix F-1, that the Association's Sick Leave Committee solicit sick day donations from the association membership for use by the employee. If in the judgment of the committee, the request conforms to the aforementioned conditions, the committee shall solicit donations using the letter found in Appendix F-2. An employee may donate one sick day by signing and returning the lower portion of the solicitation letter to the committee by the due date on the letter. The committee shall then promptly forward the donation responses to the Business Office. The committee shall also complete and send to the recipient the letter found in Appendix F-3. Recipients are limited to sixty (60) donated days per fiscal year. In the event that more days are donated than required, the committee, by random drawing, will select which donors will contribute. Employees may donate only one day per recipient annually, except in cases where the initial solicitation yields insufficient donated days. If this occurs, the committee may re-solicit,

using the letter found in Appendix F-4, for one additional day. This second solicitation will be sent only to those employees who donated one day to the recipient in response to the first solicitation.

Donations will not be permitted to provide sick leave to employees who have exhausted all sick leave but who are not experiencing a lengthy illness or disability. The use of donated days shall not be automatic but shall be permitted upon satisfactory proof of illness or disability. Employees who are receiving Worker's Compensation are not eligible to use donated days.

11.3 An employee who is absent due to a work-connected illness or accident (Worker's Compensation) may, at his request, receive the net difference between Worker's Compensation payments and his full pay at his applicable salary rate and such payment by the Board shall continue until any such employee has used any and all of the sick leave to which he is entitled. Thereafter, he shall continue to receive only those monies paid to him under the provisions of the Worker's Compensation Law of the State of New Hampshire.

11.4 The Board will grant up to two (2) days paid personal leave per year to each employee. Written notification shall (except in emergencies) be presented to the Administrator at least forty-eight (48) hours prior to any such leave. The paid personal days shall not be taken consecutively or immediately before or after a holiday or vacation without consent of the Administrator.

11.5 Immediate Family

Employees shall receive up to three (3) days of paid bereavement leave upon the death of a member of the immediate family. Immediate family shall be defined as parent, sibling, child, parent-in-law, spouse, grandparent, step relative as above or other near relative who resides in the same household or any person with whom the employee has made his/her home. Such leave may be extended by the School Board at its discretion.

11.6 Early Termination

Should an employee's employment terminate in any given year prior to June 30, then sick and personal days earned shall be prorated under the same schedule as found in Article 9.6.

11.7 Unpaid Leaves

A. Unpaid leave may be granted at the discretion of the Board. A request by an employee for child-caring leave shall be granted upon the condition that not less than 60 days' notice prior to the commencement of the leave will be given to the administration and that the employee will return to work only at the beginning of a school year and that the total amount of leave will not exceed 15 months.

B. An employee who is granted a leave of absence by the Board under this Article XI shall be granted reemployment. Any remaining sick leave benefits to which any such employee was entitled prior to said leave shall upon return be restored.

11.8 A. Employees required by official orders to attend National Guard Duty or other military reserve duty, during the year and for a period not to exceed ten (10) work days shall receive pay for such period equal to their regular pay, less the amount received for the services performed. Extended time requirements under this section may be granted by the School Board after application, in advance, to the Superintendent.

B. For any day actually serving on jury duty, the employee shall receive wages for such day(s) equal to their regular pay, less the amount received for the services performed.

ARTICLE XII INSURANCE

12.1 The Board agrees to maintain in effect an insurance plan for full-time employees as long as they remain on the Fall Mountain Regional School District payroll. A summary of the benefits to be provided under this plan is set forth in Appendix B hereto.

12.2 Should any Federal or State legislation become effective during the term of this Agreement providing benefits paralleling any of those referred to above and imposing the cost thereof on the Fall Mountain Regional School District Board, the disposition hereunder shall be subject to negotiations.

ARTICLE XIII RESIGNATIONS

13.1 Except in the case of emergency, an employee shall provide a minimum of ten (10) working days notice of his intent to resign. The employee and his administrator will agree on the date the resignation is effective. Emergency for the purposes of the Article is intended to include a physical or emotional crisis which renders the employee unable to give a full ten (10) days notice.

ARTICLE XIV REDUCTION IN FORCE

14.1 It is recognized that it is within the Board's discretion to change, increase, or reduce the District's employees. The Board's prime focus in the discharge of its duties is to provide the children of the District with the best possible education within its means. Therefore, in the event it becomes necessary to reduce the number of employees beyond normal attrition, the procedure below shall be followed:

A. A committee of eight - four administration/Board members, four support staff, with one of each chosen by the other - shall determine which employees will be laid off. At no time will salary or length of time employed in the District be a deciding factor in a lay-off. The only consideration will be the best interest of the District's children. Should the committee be unable to reach a decision based on these factors, the following procedure based on seniority shall be followed.

B. Seniority is defined as the length of unbroken service within the District and shall be computed from the employee's most recent first date of service with the District. All employees shall be ranked in that order. In the event of more than one (1) employee having the same first date of service, all employees so affected will participate in a drawing to determine their placement in seniority.

C. Should the circumstances in paragraph A occur, a Seniority List shall be prepared and the drawing held. The Association may post the Seniority List.

D. All seniority is lost when employment in the District is severed by resignation, retirement, discharge for cause, or transfer to a nonsupport staff position.

E. Seniority shall not accrue while an employee is on a leave of absence. But, seniority shall accrue while an employee is on sick leave and in all situations where mandated by state or federal law.

ARTICLE XV EMPLOYEE RIGHTS

15.1 The employer agrees that it will in no way discriminate against or between employees because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics, or place of residence. The employer further agrees that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association or activities.

15.2 The private and personal life of any employee is not within the appropriate concern or attention of the employer, provided said activities do not involve the school community and do not prevent him from carrying out his job duties.

15.3 Any employee who is convicted of a criminal offense that constitutes a

felony, a misdemeanor crime against children, or an act that constitutes sexual harassment, shall waive all rights to employment and shall be terminated immediately. All benefits shall be forfeited.

15.4 A person seeking employment in the District shall first provide a certified record that he/she does not have any convictions for offenses as specified in 15.3. The prospective employee shall be responsible for any costs related to obtaining such records.

ARTICLE XVI EMPLOYEE DISCIPLINE

16.1 No employee will be disciplined without just cause. Disciplinary grievances filed by probationary employees shall not be subject to arbitration.

16.2 An employee shall, upon request, be entitled to have present a representative of the Association during any meeting at which disciplinary action occurs. When a request for such representation is made, no action shall be taken with respect to the employee for up to three (3) working days so that a representative of the Association can be present.

ARTICLE XVII VACANCIES, TRANSFERS, AND ASSIGNMENTS

17.1 A vacancy shall be defined for purposes of this Agreement as a position presently unfilled, a position currently filled but which will be open in the future, or a new position that is currently not in existence.

17.2 The Board shall post and advertise any position for a period of 10 days, except in the case of an emergency, before filling a vacant position. Employees will be given preference for any vacancy if equally qualified with other applicants. In the event of multiple applications by employees of equally qualified persons,

persons with seniority will be given preference. Nothing herein shall restrict the right of the Board to fill vacancies with temporary personnel pending appointment of a permanent person. During summer recess, a copy of all postings will be mailed to the Association president.

17.3 Employees may apply for vacancies by submitting a written application to the Superintendent's office.

ARTICLE XVIII HOURS OF WORK

18.1 Hours of work are to be determined by the Board to meet the needs of the District.

ARTICLE XIX VACATIONS AND HOLIDAYS

19.1 Vacations

A. Full-time twelve (12) month employees will be entitled to an annual vacation with pay in accordance with the following:

1. Service time shall be based on an employment year beginning on July 1.
2. Vacation shall be granted in accordance with the following schedule:
 - a. Six months to one year 5 days
 - b. Two to five years 10 days
 - c. Six to ten years 15 days
 - d. Eleven or more years 20 days

Any vacation days lost from July 1, 2003 to June 30, 2007 due to the absence of a successor agreement shall be recaptured, -however not more than 5 recaptured days may be used in any one year of the successor agreement. Employees may elect to be paid for recaptured days based on their 2007-2008 hourly rate.

3. Should an employee's employment terminate in any given year prior to June 30, then vacation days earned shall be prorated using the date ranges for sick days in the schedule found in Article 9.6.
- B. Part-time twelve month employees shall be entitled to vacation benefits at the appropriate pro-rated basis.
- C. Vacation not taken in the fiscal year in which eligibility was established may be carried over into the summer, but must be used up no later than five (5) clear days prior to the reopening of school. Any remaining days beyond this period will be forfeited.

19.2 Holidays

A. Twelve month full-time employees shall receive the following paid holidays:

Fourth of July	Christmas Day
Labor Day	New Year's Eve
Veterans' Day	New Year's Day
Thanksgiving Day	Civil Rights' Day (When the schools are closed)
Day after Thanksgiving	Presidents' Day*
Christmas Eve	Memorial Day

*If Presidents' Day falls on a school day, employees other than custodial and maintenance staff shall take a day of the winter vacation as the holiday for Presidents' Day. Maintenance employees shall receive a floating holiday in lieu of Presidents' Day, which may be taken at any time. Custodial employees shall receive a floating holiday in lieu of Presidents' Day that may be taken on any non-school day.

B. Twelve-month part-time employees shall receive the above holidays on a pro-rated basis.

C. Ten-month full-time employees shall receive the following paid holidays:

Thanksgiving	Christmas Day
Day after Thanksgiving	New Year's Eve
Christmas Eve	New Year's Day

D. Ten-month part-time employees shall receive the above holidays on a pro-rated basis.

**ARTICLE XX
STAFF DEVELOPMENT**

20.1 A. The District will pay fifty percent (50%) of the cost of tuition for courses which are satisfactorily fulfilled with a passing grade or better, provided the course is approved in advance by the administration.

B. A pool of funds of at least \$3,000 for each year of this agreement shall be set aside to be used by any employee for the cost of tuition. No employee shall be reimbursed for more than \$300 in any year.

C. The District shall also pay the costs of any workshops, seminars or other programs which an employee is required or requested to attend. The cost of these programs shall not be included in pool limits.

**ARTICLE XXI
NOTICE UNDER AGREEMENT**

21.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Superintendent of Schools, SAU #60, PO Box 600, 159 East Street, Charlestown, NH 03603.

21.2 Whenever written notice to the Fall Mountain Regional Support Personnel Association is provided for in this Agreement, such notice shall be addressed to the President of the Association at his/her then current address. It shall be the responsibility of the Association to notify the

Superintendent when there has been a change in presidents, or whenever there is a change in the address of the president.

ARTICLE XXII

STRIKES AND SANCTIONS

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

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

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

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

23.3 New employees shall be provided with a copy of the Master Agreement, a Job Description, all insurance forms, and a dues deduction form as provided by the Association as soon as he/she begins work.

ARTICLE XXIV
DURATION OF AGREEMENT

24.1 This Agreement shall continue in full force and effect until twelve (12) o'clock midnight June 30, 2011.

APPENDIX A
SUPPORT STAFF RATE SCHEDULE

1. Effective the first day of employment for the 2007-2008 school year and in subsequent years of this contract, employees who were employed by the District for the prior year and have earned a satisfactory or better evaluation in accordance with Article VI shall be placed on their appropriate salary step based on years of experience in accordance with Appendix A. However, employees who have fallen behind on steps since the expiration of the 2001-2003 agreement will advance only one additional step per year (a maximum of two steps per year) until they have recaptured the step(s) not granted since the expiration of that agreement.
2. Employees who fail to earn a satisfactory evaluation shall be compensated at the exact same salary as paid to them in the preceding year. As such, no step(s), longevity increase, nor participation in any general increase in salary scale shall accrue.

Support Staff Salary Schedule

2007-2008

Categories	1	2	3	4	5	6	7	8	9	10
1	\$10.10	\$10.21	\$10.37	\$10.53	\$10.69	\$10.91	\$11.12	\$11.34	\$11.61	\$11.88
2	\$10.80	\$10.91	\$11.07	\$11.23	\$11.39	\$11.61	\$11.83	\$12.04	\$12.31	\$12.58
3	\$12.37	\$12.47	\$12.64	\$12.80	\$12.96	\$13.18	\$13.39	\$13.61	\$13.88	\$14.15
4	\$12.96	\$13.07	\$13.23	\$13.39	\$13.55	\$13.77	\$13.99	\$14.20	\$14.47	\$14.74
5	\$15.23	\$15.34	\$15.50	\$15.66	\$15.82	\$16.04	\$16.25	\$16.47	\$16.74	\$17.01
6	\$15.61	\$15.71	\$15.88	\$16.04	\$16.20	\$16.42	\$16.63	\$16.85	\$17.12	\$17.39
7	\$14.26	\$14.36	\$14.53	\$14.69	\$14.85	\$15.07	\$15.28	\$15.50	\$15.77	\$16.04

2008-2009

Categories	1	2	3	4	5	6	7	8	9	10
1	\$10.81	\$10.92	\$11.10	\$11.27	\$11.44	\$11.67	\$11.90	\$12.13	\$12.42	\$12.71
2	\$11.56	\$11.67	\$11.84	\$12.02	\$12.19	\$12.42	\$12.66	\$12.88	\$13.17	\$13.46
3	\$13.24	\$13.34	\$13.52	\$13.70	\$13.87	\$14.10	\$14.33	\$14.56	\$14.85	\$15.14
4	\$13.87	\$13.98	\$14.16	\$14.33	\$14.50	\$14.73	\$14.97	\$15.19	\$15.48	\$15.77
5	\$16.30	\$16.41	\$16.59	\$16.76	\$16.93	\$17.16	\$17.39	\$17.62	\$17.91	\$18.20
6	\$16.70	\$16.81	\$16.99	\$17.16	\$17.33	\$17.57	\$17.79	\$18.03	\$18.32	\$18.61
7	\$15.26	\$15.37	\$15.55	\$15.72	\$15.89	\$16.12	\$16.35	\$16.59	\$16.87	\$17.16

2009-2010

Categories	1	2	3	4	5	6	7	8	9	10
1	\$11.46	\$11.58	\$11.77	\$11.95	\$12.13	\$12.37	\$12.61	\$12.86	\$13.17	\$13.47
2	\$12.25	\$12.37	\$12.55	\$12.74	\$12.92	\$13.17	\$13.42	\$13.65	\$13.96	\$14.27
3	\$14.03	\$14.14	\$14.33	\$14.52	\$14.70	\$14.95	\$15.19	\$15.43	\$15.74	\$16.05
4	\$14.70	\$14.82	\$15.01	\$15.19	\$15.37	\$15.61	\$15.87	\$16.10	\$16.41	\$16.72
5	\$17.28	\$17.39	\$17.59	\$17.77	\$17.95	\$18.19	\$18.43	\$18.68	\$18.98	\$19.29
6	\$17.70	\$17.82	\$18.01	\$18.19	\$18.37	\$18.62	\$18.86	\$19.11	\$19.42	\$19.73
7	\$16.18	\$16.29	\$16.48	\$16.66	\$16.84	\$17.09	\$17.33	\$17.59	\$17.88	\$18.19

**Support Staff Salary Schedule
2010-2011**

Categories	1	2	3	4	5	6	7	8	9	10
1	\$12.15	\$12.27	\$12.48	\$12.67	\$12.86	\$13.11	\$13.37	\$13.63	\$13.96	\$14.28
2	\$12.99	\$13.11	\$13.30	\$13.50	\$13.70	\$13.96	\$14.23	\$14.47	\$14.80	\$15.13
3	\$14.87	\$14.99	\$15.19	\$15.39	\$15.58	\$15.85	\$16.10	\$16.36	\$16.68	\$17.01
4	\$15.58	\$15.71	\$15.91	\$16.10	\$16.29	\$16.55	\$16.82	\$17.07	\$17.39	\$17.72
5	\$18.32	\$18.43	\$18.65	\$18.84	\$19.03	\$19.28	\$19.54	\$19.80	\$20.12	\$20.45
6	\$18.76	\$18.89	\$19.09	\$19.28	\$19.47	\$19.74	\$19.99	\$20.26	\$20.59	\$20.91
7	\$17.15	\$17.27	\$17.47	\$17.66	\$17.85	\$18.12	\$18.37	\$18.65	\$18.95	\$19.28

Categories

1. Food Services
2. Aides, NH Certified Paraprofessional I's & Custodians
3. Food Services Managers, Secretaries, NH Certified Paraprofessional II's & Library Assistants
4. Principal's Secretaries (one per attendance area)
5. Head Custodian, Groundkeepers, and Painters
6. Maintenance
7. Bus Drivers (Hourly Rate x 5 for full-time routes)

APPENDIX B

INSURANCE/BENEFITS

- A. The Board agrees to provide Blue Cross/Blue Shield Plan JY, MC Usual and Customary Insurance Coverage, including the so-called "million dollar major medical rider" (this JY option is "grandfathered" for only the two current participants), Blue Cross/Blue Shield COMP 100 MC plan and the Matthew Thornton HMO (options Rx 3/15 or Rx 10/20/30) as medical insurance options to full-time employees during the term of this Agreement. The Board agrees to contribute up to

the percent amounts specified below as its contribution to the benefits set forth in this Appendix B as follows:

School Year	Plan Option	Single	Two-Person	Family
2007-2008	JY	95% of MT 10/20/30	95% of MT 10/20/30	95% of MT 10/20/30
	Comp 100	95% of MT 10/20/30	95% of MT 10/20/30	95% of MT 10/20/30
	MT 3/15	95% of MT 10/20/30	95% of MT 10/20/30	95% of MT 10/20/30
	MT 10/20/30	95%	95%	95%
2008-2009	JY	90% of MT 10/20/30	90% of MT 10/20/30	90% of MT 10/20/30
	Comp 100	90% of MT 10/20/30	90% of MT 10/20/30	90% of MT 10/20/30
	MT 3/15	90% of MT 10/20/30	90% of MT 10/20/30	90% of MT 10/20/30
	MT 10/20/30	90%	90%	90%
2009-2010	JY	86% of MT 10/20/30	86% of MT 10/20/30	86% of MT 10/20/30
	Comp 100	86% of MT 10/20/30	86% of MT 10/20/30	86% of MT 10/20/30
	MT 3/15	86% of MT 10/20/30	86% of MT 10/20/30	86% of MT 10/20/30
	MT 10/20/30	86%	86%	86%
2010-2011	JY	83% of MT 10/20/30	83% of MT 10/20/30	83% of MT 10/20/30
	Comp 100	83% of MT 10/20/30	83% of MT 10/20/30	83% of MT 10/20/30
	MT 3/15	83% of MT 10/20/30	83% of MT 10/20/30	83% of MT 10/20/30
	MT 10/20/30	83%	83%	83%

Employees who work at least 35 hours per week but less than 40 shall also be eligible as stated above, except that the district's contribution shall be based on only the single rate, regardless of which type of coverage is elected. Employees who are contracted to work less than 35 hours per week and begin working (or become re-employed) on or after July 1, 2007 shall not be entitled to health benefits. Employees whose first day of work or re-employment is prior to July 1, 2007 and who are contracted to work at least 30 but less than 35 hours per week shall be "grandfathered" to receive the same level of health benefits as noted above for employees who work at least 35 but less than 40 hours per week. Employees who were grandfathered under the terms of the agreement which began on July 1,

1996 shall remain "grandfathered" under those terms, but will still be subject to the same contribution rates as stated above.

Employees may select single, two-person, or family coverage and shall have the option to change plans annually by completing and submitting to the Business Office a plan change form on or before the last scheduled day of school. The change will be effective on July 1.

Employees who decline medical coverage will receive a payment of \$294.58 per month (\$3,534.96 per year) for each month that coverage is declined. Payments will be made through the employee's paycheck and will be subject to all applicable assessments and taxes. To receive this payment, evidence of alternative medical insurance must be provided to the district business office. Insurance through the District can be resumed every July 1 or on the first of any month following a qualifying event, at which time the payments will cease. The amounts set forth in this paragraph will increase or decrease annually by the exact same rate as the Matthew Thornton 10/20/30 premium rate increases or decreases over the term of this agreement. Part-time employees who are contracted to work at least 35 hours per week may also elect this option. Employees whose first day of work or re-employment is prior to July 1, 2007 and who are contracted to work at least 30 but less than 35 hours per week shall be "grandfathered" to receive the same payment as noted above for employees who work at least 35 but less than 40 hours per week. Employees who were grandfathered under the terms of the agreement which began on July 1, 1996 shall remain "grandfathered" under those terms.

B. Full-time employees will receive the Fall Mountain Dental Plan (Coverage A, B and C) with no employee contribution. Employees may select single, two person, or family coverage.

Additionally, part-time employees who are contracted to work at least 35 hours per week shall also receive this benefit with a Board contribution of 100% of the cost of a single plan. Employees who are contracted to work less than 35 hours per week and begin working (or become re-employed) on or after July

1, 2007 shall not be entitled to dental benefits. Employees whose first day of work or re-employment is prior to July 1, 2007 and who are contracted to work at least 30 but less than 35 hours per week shall be "grandfathered" to receive the same level of health benefits as noted above for employees who work at least 35 but less than 40 hours per week. Employees who were grandfathered under the terms of the agreement which began on July 1, 1996 shall remain "grandfathered" under those terms.

C. Employees who work 20 or more hours per week shall receive a long term disability insurance policy with no employee contribution. Coverage shall be 60% of the employee's contracted salary until age 65, and shall have a waiting period of 90 calendar days.

D. A \$5,000 district paid death benefit will be provided to all employees. Employees must name one or more beneficiaries on the district form provided. A death certificate must be presented to the school Business Office to effect payment of this benefit.

E. The parties agree that the Board shall have the exclusive right to determine the carrier used to provide the benefits set forth in this Appendix B, including the right to self-insure; however, the Board shall not have the right to diminish any benefits provided herein.

F. The difference between the Board's contribution for health insurance, and the cost to provide said coverage, will be by payroll deduction from the affected employee's salary and will be coordinated with an IRS approved Section 125 plan.

APPENDIX C-1
Fall Mountain Regional School District
Support Staff Employment Contract

First Name: Last Name: Position: Initial Assignment: Start Date: Number of Paid Holidays: Shift Differential:	Step: Category: Rate per Hour: Avg. Hours per Day: Days per Year: Longevity Years as of 6/30/20XX:
--	---

ARTICLES OF AGREEMENT made this 13th day of November, 2006 by and between the Fall Mountain Regional School District, party of the first part, and the above named individual, party of the second part, herein after called "employee", witnessed:

1. That the party of the first part agrees to and does hereby employ said party of the second part to the above assignment in the district for one year inclusive of the time spent in service of the district at institutes, seminars, et cetera, at the terms above, payable in semi-monthly installments. Said party of the first part reserves the right to make such changes of assignment as the exigencies of the district may require, in accordance with the master agreement. Total compensation will be as follows:

20XX-20XX Compensation	District Cost	Employee Cost
Salary*		
Holiday Pay*		
Shift Differential		
Longevity		
Total Salary		
Health Insurance** Type: Product:		
Health Insurance Opt Out**		
Dental Insurance Type:		
Disability Insurance		
NH Workers Compensation		
403B Contribution		
NH Retirement Contribution		
Social Security		
Medicare		
Total Compensation		

Total number of payments:

Gross amount per payment excl. health opt out, shift diff. & longevity:

2. Said party of the second part agrees to conform to and carry out all lawful regulations which may be prescribed relative to the conduct of the school, and carry out any and all duties required for the operation of the complete school program in accordance with his/her job description.

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

By: _____
Employee

Supervisor
By: _____
Superintendent of Schools

* Paid in equal semi-monthly installments in advance of time worked.
**Subject to premium rate changes.

Position #
Employee #

APPENDIX C-2
Fall Mountain Regional School District
Support Staff Notice of Employment

First Name:	Step:
Last Name:	Category:
Position:	Rate per Hour:
Initial Assignment:	Avg. Hours per Day:
Start Date:	Days per Year:
Number of Paid Holidays:	Longevity Years
Shift Differential:	as of 6/30/20XX:

You are hereby notified that you will be re-employed by the Fall Mountain Regional School District for one year at the above terms, payable in semi-monthly installments and compensated as follows:

20XX-20XX Compensation	District Cost	Employee Cost
Salary*		
Holiday Pay*		
Shift Differential		
Longevity		
Total Salary		
Health Insurance** Type: Product:		
Health Insurance Opt Out**		
Dental Insurance Type:		
Disability Insurance		
NH Workers Compensation		
403B Contribution		
NH Retirement Contribution		
Social Security		
Medicare		
Total Compensation		

Total number of payments:

Gross amount per payment excl. health opt out, shift diff. & longevity:

By: _____

Supervisor

By: _____

Superintendent of Schools

By: _____
Employee

* Paid in equal semi-monthly installments in advance of time worked.

**Subject to premium rate changes.

Position #
Employee #

APPENDIX D-1

Please return to your building Rep. ASAP

**FALL MOUNTAIN REGIONAL SCHOOL DISTRICT
DUES DEDUCTION AUTHORIZATION FORM**

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

For membership in the Fall Mountain Support Staff Association the sum of \$_____ per year.

For my membership in the New Hampshire Education Association, the sum of \$_____ per year.

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

A total of \$_____ per year.

The sums are determined by the Association and are hereby assigned by me to the Fall Mountain Support Staff Association, and are to be remitted to the Treasurer of the Association, and, having done so, the Board shall be held harmless from any claim(s) in connection with the provisions of the Appendix. It is further agreed that the Board assumes no financial liability.

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

Signature _____

Date _____

APPENDIX E-1

**GRIEVANCE ADJUSTMENT
COMPLAINT BY THE AGGRIEVED PERSON**

Name of Complainant _____

Date of Filing _____

Home Address _____

Home Telephone Number _____

Position Held _____

Name of School and School Address _____

Principal _____ School Phone _____

Grievance Representative _____

PROVISION OF MASTER CONTRACT, SCHOOL POLICY, OR PRACTICE ALLEGEDLY VIOLATED:

STATEMENT OF GRIEVANCE:

ACTION REQUEST:

Signature of Complainant

NOTE: Keep one (1) copy of this form and send copy to:

1. Principal
2. Grievance Representative
3. Superintendent

APPENDIX E-2
GRIEVANCE ADJUSTMENT LEVEL A
DECISION OF PRINCIPAL

TYPE OR PRINT

(To be completed within two (2) days after the receipt of the written grievance)

Aggrieved Person _____ Date of Formal Grievance Presentation _____

School _____ Principal _____

DECISION OF THE IMMEDIATE SUPERVISOR AND REASONS THEREFORE:

Date of Decision _____
Signature of Immediate Supervisor _____

AGGRIEVED PERSON'S RESPONSE: (To be completed by Aggrieved within five (5) days of decision and sent to the Superintendent)

_____ I accept the above decision.

_____ I hereby refer the above decision to Level B.

Date of Response _____
Signature of Complainant _____

NOTE: Keep one (1) copy of this form and send copy to:

1. Principal
2. Grievance Representative
3. Superintendent

**APPENDIX E-3
GRIEVANCE ADJUSTMENT LEVEL B
DECISION OF SUPERINTENDENT**

TYPE OR PRINT

(To be completed within seven (7) days after the receipt by the Superintendent of the written grievance)

Aggrieved Person _____ Date of Formal Grievance Presentation _____

School _____ Principal _____

DECISION OF THE SUPERINTENDENT AND REASONS THEREFORE:

Date of Decision _____
Signature of Immediate Supervisor

AGGRIEVED PERSON'S RESPONSE: (To be completed by Aggrieved within five (5) days of decision and sent to the Superintendent)

_____ I accept the above decision.

_____ I hereby waive my rights under the provisions of Article X, Section 10.3, Level C of this Agreement to advisory arbitration and refer the above decision to Level C, the School Board.

_____ I hereby waive my rights under the provisions of Article X, Section 10.3, Level C of this Agreement to refer the above decision to the School Board and appeal to the Association to submit this grievance to advisory arbitration.

Date of Response _____
Signature of Complainant

NOTE: Keep one (1) copy of this form and send copy to:

1. Principal
2. Grievance Representative
3. Superintendent
4. School Board (Include Appendix E-1)

APPENDIX E-4
GRIEVANCE ADJUSTMENT LEVEL C
DECISION OF SCHOOL BOARD

TYPE OR PRINT

(To be completed within seven (7) days after the regularly scheduled monthly meeting of the School Board following the School Board's Grievance Review Committee's recommendations to the School Board)

Aggrieved Person _____ Date of Formal Grievance Presentation _____
School _____ Principal _____

DECISION OF THE SCHOOL BOARD AND REASONS THEREFORE:

Date of Decision _____

Signature of School Board Chair

NOTE: Keep one (1) copy of this form and send copy to:

1. Principal
2. Grievance Representative
3. Superintendent
4. School Board (Include Appendix E-1)

APPENDIX E-5

GRIEVANCE ADJUSTMENT LEVEL D
DECISION OF SCHOOL BOARD

TYPE OR PRINT

(To be completed within ten (10) days after the regularly scheduled monthly meeting of the School Board following the School Board's Grievance Review Committee's recommendations to the School Board)

Aggrieved Person _____ Date of Formal Grievance Presentation _____
School _____ Principal _____

DECISION OF THE SCHOOL BOARD AND REASONS THEREFORE:

Date of Decision _____

Signature of School Board Representative

NOTE: Keep one (1) copy of this form and send copy to:

1. Principal
2. Grievance Representative
3. Superintendent
4. School Board (Include Appendix E-1)

**APPENDIX F-1
SICK DAY DONATION EMPLOYEE REQUEST FORM**

Date: _____

To: Support Staff Association Sick Leave Committee

From: _____

I am requesting, per Article 11.2 E, that the committee solicit sick days on my behalf. Per the attached note from my physician, which includes my anticipated return to work date and a brief description of my ailment/disability, I believe that my circumstance meets the criteria set forth in this article.

Sincerely,

Employee Signature

**APPENDIX F-2
SICK DAY DONATION SOLICITATION FORM**

Date: _____

To: All Support Staff Members

From: Support Staff Association Sick Leave Committee

On behalf of _____, who the committee represents to you is in need of additional sick days to cover a lengthy illness/disability, we are soliciting the donation of one sick day from you. If you wish to make this donation, please complete the lower half of this page and return it to _____ by _____.

To: _____

I agree to donate one of my sick days to _____.

I understand that this day will be deducted from my sick day balance if it is used.

Date: _____

Name: _____

Signature: _____

**APPENDIX F-3
SICK DAY DONATION EMPLOYEE NOTIFICATION FORM**

Date: _____

To: _____

From: Support Staff Association Sick Leave Committee

Please be advised that your request for additional days has resulted in _____ days being donated to you by other support staff members.

Please remember that to use these days, you will be required to provide a letter from your physician stating that the use of these days is medically necessary.

APPENDIX F-4
SICK DAY DONATION SECOND SOLICITATION FORM

Date: _____

To: All Who Donated a Sick Day to _____

From: Support Staff Association Sick Leave Committee

On behalf of _____, who the committee represents to you is in need of additional sick days to cover a lengthy illness/disability, we are soliciting the donation of one additional sick day from you, as the first solicitation did not yield as many donated days as needed. If you wish to make this additional donation, please complete the lower half of this page and return it to _____ by _____.

To: _____

I agree to donate one more of my sick days to _____.

I understand that this day will be deducted from my sick day balance if it is used.

Date: _____

Name: _____

Signature: _____

IN WITNESS WHEREOF, the parties have executed this Agreement this 13th day of November, 2006, as of the date and year first written above.

FALL MOUNTAIN REGIONAL
DISTRICT SCHOOL BOARD



Dr. Charles Shaw, Chairman

FALL MOUNTAIN REGIONAL SCHOOL
DISTRICT EDUCATIONAL SUPPORT
STAFF ASSOCIATION



James Brooks, President



Dr. Joseph Della Badia
Superintendent of Schools



Peggy Blaine, Vice President

CONTRACTING FOR INDEPENDENT SERVICES

The Board and the Association have agreed to the following side letter:

Pursuant to the negotiations of this collective bargaining agreement between the Fall Mountain Regional School District and the Fall Mountain Regional Support Personnel Association, the School Board represents to the Association and agrees that for the 2007-2008 through the 2010-2011 school years it will not employ on a subcontracted basis any persons to perform work currently being performed by members of the bargaining unit. The obligations of the School Board as set forth in this side letter expire and terminate on June 30, 2011.

Dated this 13th day of November, 2006.

FALL MOUNTAIN REGIONAL EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION

By: James Brooks
James Brooks, President

FALL MOUNTAIN REGIONAL SCHOOL DISTRICT

By: Charles Shaw
Dr. Charles Shaw, Chairman