

AGREEMENT

BETWEEN

THE

**SANBORN REGIONAL
SCHOOL BOARD**

AND THE

**SANBORN REGIONAL
EDUCATION ASSOCIATION**

JULY 1, 2005 - JUNE 30, 2008

**AGREEMENT BETWEEN THE SANBORN REGIONAL SCHOOL BOARD
 AND THE
 SANBORN REGIONAL EDUCATION ASSOCIATION
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SANBORN REGIONAL SCHOOL DISTRICT
PROFESSIONAL AGREEMENT

PREAMBLE

AGREEMENT made December 15, 2004 by and between the School Board of the Sanborn Regional School District (hereinafter called the "Board") and the Sanborn Regional Education Association (hereinafter called the "Association").

ARTICLE 1 – RECOGNITION

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

- 1.2:c The term "Principal" as used in this Agreement, means the responsible administrative head of his/her respective school.
- 1.2:d The term "Teacher" as used in this Agreement, means a person employed by the Board included in the unit defined in Article 1.1 of this Agreement.
- 1.2:e The term "Person" as used in this Agreement, means a person employed by the Board included in this unit defined in Article 1.1 of this Agreement.
- 1.2:f Wherever the singular is used in this Agreement, it is to include the plural and reference to male will include female. Whenever "Member" is used it shall refer to the members of the Bargaining Unit.

ARTICLE 2 - NEGOTIATIONS PROCEDURES

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

ARTICLE 3 - ASSOCIATION RIGHTS

- 3.1 The Association and its representatives shall have the right to use school buildings, facilities, and equipment according to school board policy.
- 3.2 Representatives of the Association and their affiliates shall be permitted to transact Association business on school property at reasonable times, provided that this shall not disrupt normal school operations.

- 3.3 The Association and its representatives shall have the non-exclusive right to post notices of activities and matters of Association concern on all faculty bulletin boards. The Association shall also have the non-exclusive right to use member mailboxes and/or e-mail for communication to members, with prior notification to the principals.
- 3.4 The Board agrees to provide the President of the Association or his/her designee copies of agendas, minutes, and additions, and deletions to the policy manual. These materials shall be available at the superintendent's office on the day before a scheduled school board meeting.
- 3.5 At the beginning of each school year, the Association shall be credited with four (4) paid days to be used by teachers who are officers or agents of the Association. Such use shall be at the discretion of the Association, except that no one person will take more than two (2) days. The superintendent will be notified at least twenty-four (24) hours prior to the commencement of such leave.

ARTICLE 4 - BOARD RIGHTS

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

ARTICLE 5 - TEACHER RIGHTS

- 5.1 Members will not be required to perform any duty or act which threatens anyone's physical safety or well-being.
- 5.2 A teacher called to appear for legal proceedings, such as jury duty, shall not lose compensation for the performance of such obligations, except that no member shall be paid by the Board for time spent in the processing of a grievance beyond Level Three.
- 5.3 The personal life of any teacher is not appropriate official business of the Board unless it affects classroom performance and/or effectiveness.

- 5.4 No member of the Bargaining Unit shall be required to appear before the Board or its agents concerning any matter which could adversely affect the continuation of that member in his/her office, position, employment or the salary or any increments pertaining thereto, unless the member has been given seventy-two (72) hours' prior notice, excluding weekends and holidays, of the reason for such a meeting or interview, and he/she shall be entitled to have a representative of the Association present to advise him/her during such interview.
- 5.5 All Board policy governing teachers and/or School Nurses shall be applied uniformly throughout the district.
- 5.6 Nothing contained herein shall be construed to deny to or to restrict any member such rights as he/she has under the laws of New Hampshire and the United States or other applicable laws, decisions, and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- 5.7 Member folders are available upon demand during normal business hours to the member.
- 5.8 No member shall be required or expected to provide his/her own substitute. In situations where substitutes cannot be obtained, the administration may re-assign members to substitute, in which event the member so re-assigned shall be paid in accordance with the terms of Article 12.2.

ARTICLE 6 - ACADEMIC FREEDOM AND RESPONSIBILITIES

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

ARTICLE 7 - GRIEVANCE PROCEDURE

7.1 Definitions:

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

7.2 Purpose:

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

7.3 Structure:

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

7.4 Initiation and Processing:

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

7.4:b Level One - Principal

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

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

7.4:c Level Two - Superintendent

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

7.4:d Level Three - School Board

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

7.4:e Level Four - Arbitration

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

7.5 Rights of Teachers to Representation

7.5:a When a teacher is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance, in writing, to the principal, or any higher level, be notified by the principal in writing that the grievance is in process.

The Association shall have the right to be present to present the teacher's position in writing at all hearing sessions held subsequent to level one concerning such grievance and shall receive a copy of all decisions rendered.

- 7.5:b The Board and the Association shall assure that the parties in interest and witnesses are guaranteed freedom from restraint, interference, coercion, discrimination or reprisal with respect to the processing of a grievance.

ARTICLE 8 - SAVINGS CLAUSE

- 8.1 If any article or part of this Agreement is held to be invalid by operation of law, or if compliance with or enforcement of any article or part should be held contrary to applicable laws, then such provision or application of the terms of the Agreement shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In such instance, the parties shall meet within thirty (30) days of such legal determination by a court of competent jurisdiction, for the purpose of adjusting the article affected so that it will conform with the provisions of the law.

ARTICLE 9 - DEDUCTIONS

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

ARTICLE 10 - PEACEFUL RESOLUTION OF DIFFERENCES

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

ARTICLE 11 - MISCELLANEOUS

- 11.1 It is understood that both parties have had an opportunity to make proposals and counterproposals on all negotiable issues during negotiations and that this written agreement reached as a result represents the total of all negotiated agreements between the parties for the contract term.
- 11.2 This Agreement may not be altered, changed, or modified except through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.
- 11.3 Any individual contract between the Board and an individual "member" (as defined in Article 1.2:f) hereafter executed shall not be inconsistent with the terms and conditions of this Agreement.
- 11.4 All members covered under this Agreement, who participate in production of tapes, publications, or other produced educational material shall retain residual rights should they be copyrighted or sold by the district.
- 11.5 Copies of this Agreement between the Sanborn Regional School Board and the Sanborn Regional Education Association, NEA-New Hampshire, shall be reproduced within thirty (30) days after the Agreement is signed by the parties. The cost for the reproduction of the Master Agreement shall be shared equally between the District and the SREA. A copy of this Agreement shall be distributed to all members now employed or hereafter employed. Further, the Board shall furnish twenty (20) copies of the Agreement to the Association for its use.
- 11.6 Non-certified teachers must demonstrate to the Superintendent progress toward certification within 90 days, or be released from their contracts, and could face termination.
- 11.7 The District will responsible for the cost of one Praxis test, and up to \$75 per teacher for practice materials for teachers who need to obtain "Highly Qualified" status in this way.

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

2005-2006 Step Schedule

STEP	B	B+15	B+30	M
3	30,825	31,853	32,880	34,935
4	31,673	32,728	33,784	36,070
5	32,544	33,628	34,713	37,243
6	33,683	34,805	35,928	38,453
7	34,862	36,024	37,186	39,703
8	36,082	37,284	38,487	40,993
9	37,345	38,589	39,834	42,325
10	38,652	39,940	41,228	43,701
11	40,004	41,338	42,671	45,121
12	41,405	42,785	44,165	46,588
13	42,854	44,282	45,711	48,102
14	44,075	45,566	47,311	49,665
15	45,331	46,865	48,659	51,279
16	46,623	48,201	50,046	52,946
17	47,952	49,574	51,472	54,667
18	49,319	50,987	52,939	56,443

2006-2007 Step Schedule

STEP	B	B+15	B+30	M
3	31,827	32,888	33,949	36,070
4	32,702	33,792	34,882	37,243
5	33,601	34,721	35,841	38,453
6	34,777	35,937	37,096	39,703
7	35,995	37,194	38,394	40,993
8	37,254	38,496	39,738	42,325
9	38,558	39,844	41,129	43,701
10	39,908	41,238	42,568	45,121
11	41,305	42,681	44,058	46,588
12	42,750	44,175	45,600	48,102
13	44,247	45,721	47,196	49,665
14	45,508	47,047	48,848	51,279
15	46,805	48,388	50,240	52,946
16	48,138	49,767	51,672	54,667
17	49,510	51,186	53,145	56,443
18	50,921	52,644	54,660	58,278

2007-2008 Step Schedule

STEP	B	B+15	B+30	M
3	32,861	33,957	35,052	37,243
4	33,765	34,890	36,016	38,453
5	34,683	35,850	37,006	39,703
6	35,908	37,105	38,302	40,993
7	37,164	38,403	39,642	42,325
8	38,465	39,747	41,030	43,701
9	39,811	41,139	42,466	45,121
10	41,205	42,578	43,952	46,588
11	42,647	44,069	45,490	48,102
12	44,140	45,611	47,082	49,665
13	45,685	47,207	48,730	51,279
14	46,987	48,576	50,436	52,946
15	48,326	49,961	51,873	54,667
16	49,703	51,385	53,352	56,443
17	51,120	52,849	54,872	58,278
18	52,576	54,355	56,436	60,172

12.2 EXTRA CLASSES

Teachers who teach an extra class shall receive an additional 1/6 of their base salary during the period they are teaching the extra class.

12.3 ADDITIONAL DUTIES

All reimbursement for additional days worked will be computed on the basis of 1/185 of the contracted salary. Beginning in 2003-2004, that basis will be 1/186 of the contracted salary.

12.4 GUIDANCE COUNSELORS

Those guidance counselors employed as of July 1, 1996 shall receive an additional 10%, computed as 10% of their base salary plus any salary earned under clause 12.3 of this article. Counselors who begin employment in the district after July 1, 1996 will not receive the 10% differential.

12.5 LEAD TEACHERS

Lead teachers shall receive a minimum additional \$524 salary for the school year.

12.6 DEPARTMENT CHAIRPERSONS

A department chairperson will receive 1/185 of the annual curricular salary, beginning in 2003-2004 he/she will receive 1/186, times five (5) days for additional time.

12.7 MILEAGE

Teachers who are required to use their personal automobiles to travel between teaching assignments in the course of a single day shall receive mileage compensation at the rate of thirty-one cents (\$.31) per mile.

12.8 STIPEND FOR ADDITIONAL ACADEMIC CREDENTIALS

All teachers who hold a Certificate of Advanced Graduate Study (CAGS) will receive \$1,000 each year. All teachers who have a doctorate (e.g., Ph.D., Ed.D.) will receive \$1,500 each year. All teachers who have an additional Master's Degree will receive \$1,000 each year.

12.9 EXTRA CURRICULAR ACTIVITIES SALARY SCHEDULE

Extra-curricular stipends will be paid according to the schedule below. The School Board reserves the right to change activities with the recommendation from the building administrator based upon student interest and need. The number of activities in each building shall stay the same as provided for in this agreement. Written notification will be given to the Association.

HIGH SCHOOL	INDEX	2005-2006 SALARY	2006-2007 SALARY	2007-2008 SALARY
BASEBALL, VARSITY	0.0966286	\$2,979	\$3,075	\$3,175
BASEBALL, VARSITY ASST	0.0676400	\$2,085	\$2,153	\$2,223
BASKETBALL, BOYS VARSITY	0.1452000	\$4,476	\$4,621	\$4,771
BASKETBALL, BOYS VARSITY ASST	0.1016400	\$3,133	\$3,235	\$3,340
BASKETBALL, FRESHMAN BOYS	0.1016400	\$3,133	\$3,235	\$3,340
BASKETBALL, FRESHMAN GIRLS	0.1016400	\$3,133	\$3,235	\$3,340
BASKETBALL, GIRLS VARSITY	0.1452000	\$4,476	\$4,621	\$4,771
BASKETBALL, GIRLS VARSITY ASST	0.1016400	\$3,133	\$3,235	\$3,340
CROSS COUNTRY	0.0987429	\$3,044	\$3,143	\$3,245
FIELD HOCKEY, VARSITY	0.0987429	\$3,044	\$3,143	\$3,245
FIELD HOCKEY, VARSITY ASST	0.0691200	\$2,131	\$2,200	\$2,271
GOLF	0.0780000	\$2,404	\$2,482	\$2,563
SOCCER, GIRLS VARSITY	0.1005429	\$3,099	\$3,200	\$3,304
SOCCER, GIRLS VARSITY ASST	0.0703800	\$2,169	\$2,240	\$2,313
SOCCER, BOYS VARSITY	0.1005429	\$3,099	\$3,200	\$3,304
SOCCER, BOYS VARSITY ASST	0.0703800	\$2,169	\$2,240	\$2,313
SOFTBALL, VARSITY	0.0966286	\$2,979	\$3,075	\$3,175
SOFTBALL, VARSITY ASST	0.0676400	\$2,085	\$2,153	\$2,223
SPIRIT, FALL	0.0812571	\$2,505	\$2,586	\$2,670
SPIRIT, VARSITY	0.0948429	\$2,924	\$3,019	\$3,117
SPIRIT, VARSITY ASST	0.0663900	\$2,046	\$2,113	\$2,182
TENNIS, BOYS	0.0891143	\$2,747	\$2,836	\$2,928
TENNIS, GIRLS	0.0891143	\$2,747	\$2,836	\$2,928
TRACK, SPRING BOYS	0.0983714	\$3,032	\$3,131	\$3,233
TRACK, SPRING GIRLS	0.0983714	\$3,032	\$3,131	\$3,233
TRACK, WINTER BOYS & GIRLS	0.0867286	\$2,673	\$2,760	\$2,850

TOTALS	2.4161386	\$74,477	\$76,898	\$79,397
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MIDDLE SCHOOL	INDEX	2005-2006 SALARY	2006-2007 SALARY	2007-2008 SALARY
BASEBALL	0.0576857	\$1,778	\$1,836	\$1,896
BASKETBALL, BOYS	0.0791143	\$2,439	\$2,518	\$2,600
BASKETBALL, BOYS ASST	0.0553800	\$1,707	\$1,763	\$1,820
BASKETBALL, GIRLS	0.0791143	\$2,439	\$2,518	\$2,600
BASKETBALL, GIRLS ASST	0.0553800	\$1,707	\$1,763	\$1,820
CROSS COUNTRY	0.0585714	\$1,744	\$1,800	\$1,859
CROSS COUNTRY ASST	0.0396000	\$1,221	\$1,260	\$1,301
FIELD HOCKEY	0.0601714	\$1,855	\$1,915	\$1,977
SOCCER, BOYS	0.0601714	\$1,855	\$1,915	\$1,977
SOCCER, BOYS ASST	0.0421200	\$1,298	\$1,341	\$1,384
SOCCER, GIRLS	0.0601714	\$1,855	\$1,915	\$1,977
SOCCER, GIRLS ASST	0.0421200	\$1,298	\$1,341	\$1,384
SOFTBALL	0.0576857	\$1,778	\$1,836	\$1,896
SPIRIT, FALL	0.0505286	\$1,558	\$1,608	\$1,660
SPIRIT, WINTER	0.0651857	\$2,009	\$2,075	\$2,142
TRACK, BOYS & GIRLS	0.0522857	\$1,612	\$1,664	\$1,718
TRACK, BOYS & GIRLS ASST	0.0366000	\$1,128	\$1,165	\$1,203
TRACK, BOYS & GIRLS ASST	0.0366000	\$1,128	\$1,165	\$1,203

TOTALS	0.9864857	\$30,408	\$31,397	\$32,417
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COMBINED ATHLETIC TOTALS	3.4026243	\$104,886	\$108,295	\$111,814
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12.9 Extra Curricular Activities Salary Schedule (continued)

DJ BAKIE ELEMENTARY SCHOOL	INDEX	2005-2006 SALARY	2006-2007 SALARY	2007-2008 SALARY
Intramural, Fall	0.024176	\$745	\$769	\$794
Intramural, Spring	0.024176	\$745	\$769	\$794
Other Activities	0.024176	\$745	\$769	\$794
Other Activities	0.024176	\$745	\$769	\$794
Other Activities	0.024176	\$745	\$769	\$794
Other Activities	0.024176	\$745	\$769	\$794
Soccer	0.024176	\$745	\$769	\$794
Wee Deliver	0.024176	\$745	\$769	\$794

MEMORIAL ELEMENTARY SCHOOL	INDEX	2005-2006 SALARY	2006-2007 SALARY	2007-2008 SALARY
Intramural, Fall	0.024176	\$745	\$769	\$794
Intramural, Spring	0.024176	\$745	\$769	\$794
Other Activities	0.024176	\$745	\$769	\$794
Other Activities	0.024176	\$745	\$769	\$794
Other Activities	0.024176	\$745	\$769	\$794
Other Activities	0.024176	\$745	\$769	\$794
Soccer	0.024176	\$745	\$769	\$794
Wee Deliver	0.024176	\$745	\$769	\$794

HIGH SCHOOL	INDEX	2005-2006 SALARY	2006-2007 SALARY	2007-2008 SALARY
Granite State Challenge/Academic Quiz	0.016117	\$497	\$513	\$530
Head Advisor, Freshmen	0.033883	\$1,044	\$1,078	\$1,113
Head Advisor, Juniors	0.051282	\$1,581	\$1,632	\$1,685
Head Advisor, Seniors	0.051282	\$1,581	\$1,632	\$1,685
Head Advisor, Sophomore	0.033883	\$1,044	\$1,078	\$1,113
Intramural	0.063553	\$1,959	\$2,023	\$2,088
Math Team	0.026740	\$824	\$851	\$879
National Business Honor Society	0.016117	\$497	\$513	\$530
National French Honor Society	0.016117	\$497	\$513	\$530
National Honor Society	0.031136	\$960	\$991	\$1,023
National Spanish Honor Society	0.016117	\$497	\$513	\$530
Outing/Ski Club	0.049451	\$1,524	\$1,574	\$1,625
Performing Arts Director	0.088462	\$2,727	\$2,815	\$2,907
Publications-Literary	0.026740	\$824	\$851	\$879
Student Council Advisor	0.051282	\$1,581	\$1,632	\$1,685
Theater Arts	0.054945	\$1,694	\$1,749	\$1,806
Yearbook	0.043040	\$1,327	\$1,370	\$1,414
Youth in Government	0.016117	\$497	\$513	\$530

MIDDLE SCHOOL	INDEX	2005-2006 SALARY	2006-2007 SALARY	2007-2008 SALARY
Arts&Crafts	0.029670	\$915	\$944	\$975
Chorus Director	0.036081	\$1,112	\$1,146	\$1,186
Computer Club	0.031136	\$960	\$991	\$1,023
Director of Student Activities	0.066117	\$2,038	\$2,104	\$2,173
Garden Club	0.020147	\$621	\$641	\$662
Intramural Coordinator, Co-ed	0.046154	\$1,423	\$1,469	\$1,517
National Junior Honor Society	0.031136	\$960	\$991	\$1,023
Ski Club	0.021245	\$655	\$676	\$698
Team Leaders - Grade 6	0.036630	\$1,129	\$1,166	\$1,204
Team Leaders - Grade 6	0.036630	\$1,129	\$1,166	\$1,204
Team Leaders - Grade 7	0.036630	\$1,129	\$1,166	\$1,204
Team Leaders - Grade 7	0.036630	\$1,129	\$1,166	\$1,204
Team Leaders - Grade 8	0.036630	\$1,129	\$1,166	\$1,204
Team Leaders - Grade 8	0.036630	\$1,129	\$1,166	\$1,204
Team Leaders - PCB	0.036630	\$1,129	\$1,166	\$1,204
Team Leaders - PCB	0.036630	\$1,129	\$1,166	\$1,204
Theater Arts	0.042308	\$1,304	\$1,347	\$1,390
Yearbook Advisor	0.043040	\$1,327	\$1,370	\$1,414

TOTALS \$53,424 \$55,161 \$56,953

ARTICLE 13 - PAYMENT

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

ARTICLE 14 - STEPS

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

ARTICLE 15 - EXPERIENCED TEACHERS ENTERING THE DISTRICT

15.1 Preparation and years of teaching experience before entering the district shall be evaluated by the Superintendent of Schools and the School Board. This shall serve as a basis for placing an incoming teacher on an appropriate track and step. In general, no incoming teacher will be placed on the schedule at a salary higher than that of a teacher presently in the system with equivalent training and experience.

ARTICLE 16 - FAILURE TO ADVANCE TO NEXT STEP

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

ARTICLE 17 – EARLY RELEASE FROM CONTRACT

- 17.1 A teacher under contract to the District may petition the School Board for early release from his/her contract. Such petition shall only be granted after an appropriate replacement has been secured and shall be contingent upon the District being reimbursed for the pro-rata share of any “unearned” benefits including health and dental insurance.
- 17.2 When the release is sought prior to June 30 and approved by the School Board, no summer (July and August) health and dental benefits will be provided (unless the teacher elects to continue coverage as provided by law {COBRA}). When such release occurs after June 30, but prior to the beginning of the next school year, the teacher shall reimburse the District for the cost of the “unearned” health and dental benefits.
- 17.3 The District benefit year shall be defined as to coincide with the fiscal year of the District (e.g. beginning July 1st of each year and ending June 30th of each year). Health, dental, and life insurance benefits shall apply to new hires who have signed contracts for the upcoming school year with coverage in effect as soon after the execution of the signed contract as permitted by the insurance enrollment procedures.

ARTICLE 18 - SICK LEAVE AND SEVERANCE SICK LEAVE PAY

- 18.1 Sick leave for illness of full-time teachers will be computed at the rate of .071 per working day, cumulative to 120. A first year teacher may use up to 13 days of sick leave any time within his/her first year, provided that said teacher remains in the district as a full-time teacher until the end

of the school year. If any teacher should receive all or a portion of these 13 days' sick leave and is dismissed or leaves the district prior to the end of the regular school year, a refund of unearned sick leave will be necessary.

- 18.2 Sick leave is interpreted to mean absence due to sickness of the teacher or illness in his/her immediate family; or disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.
- 18.3 Members will be given a written accounting of their accumulated sick leave at the beginning of each school year. It will be assumed by the school administrative office that the written account is correct if no questions are raised by the member within thirty (30) school days. As detailed member absence forms are retained for only one year, it should be understood that the only year in question should be the previous school year.
- 18.4 With the approval of the school board, a teacher may be allowed to receive the difference between his/her pay and the substitute's pay for time lost over and above cumulative sick leave.
- 18.5 Any full-time teacher who has been employed by the Sanborn School District for a minimum of fifteen (15) consecutive years who chooses not to renew his/her contract, will receive an amount of money equal to sixty per cent (60%) of the current substitute rate multiplied by the teacher's unused sick leave days. If notice is given to the Superintendent by February 1, the money will be available by July 1 of that year. If notice is delayed, the money will be available on July 1 of the following year.

Example: $60\% \times \$75.00$ (substitute daily rate) $\times 50$ unused sick leave days = \$2,250 from the Sanborn Regional School District.
- 18.6 This severance pay provision does not apply to a teacher who is dismissed or who leaves the District during the contract year.
- 18.7 All teachers 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 teachers who utilize no more than two sick days during a given year (except for the donation to the sick leave bank) shall receive one day's per diem salary at the conclusion of the year.

ARTICLE 19 - SICK LEAVE BANK

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

ARTICLE 20 - EMERGENCY/PERSONAL LEAVE

20.1 Members shall be entitled to the following non-accumulative leaves of absence each school year:

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

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

20.1:b Up to three (3) days with pay shall be given in the event of death in the immediate family. Immediate family shall mean husband, wife, daughter, son, mother, father, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, step-son, step-daughter, or any other person living in the home of the employee or persons for whom the employee is support.

20.1:c Additional days for "bereavement" leave may be granted by the superintendent of schools under extenuating circumstances; such days will be drawn from sick leave.

ARTICLE 21 - SABBATICAL LEAVE

21.1 Sabbatical leave may be granted to teachers after seven (7) years of experience in the district at 80% of base salary and full benefits provided the leave is for additional study or personal improvement. The teacher must agree to remain in the district for a minimum of two (2) years after completing a sabbatical leave, or failing to complete this two (2) year period of additional service by voluntary termination, refund the monies paid by the district for sabbatical leave, in a lump sum. The applicant must make a personal appearance before the board.

ARTICLE 22 – INSURANCES

22.1 The district will pay no more per year per employee than the amounts listed below to subsidize the employee's choice of either Anthem's Blue Choice Health Insurance Plan (BC2T10-RX10/20/30) or the Matthew Thornton HMO (MTB5-RX10/20/30) 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. A change in provider or carrier will require the joint approval of the Board and the SREA.

The insurance caps shall remain the same for the 2005-2006 school year and will increase by 10% for each of the two remaining years of the contract.

	2005-2006	2006-2007	2007-2008
Single	\$ 7,100	\$ 7,810	\$ 8,591
Two-Person	\$ 11,659	\$12,824	\$13,106
Family	\$ 13,638	\$15,002	\$16,502

22.2 Waiver of Health Insurance Benefits

Employees who would otherwise be eligible for district coverage, who elect insurance coverage under their spouse's plan, or another comparable insurance plan, will be eligible for compensation in lieu of the district's health insurance plan. Eligible employees will be compensated One Hundred Dollars (\$100) per month for waiver of the benefit. To be eligible for this benefit, the employee must meet the following criteria:

1. Have and show proof of their health insurance coverage in a comparable plan;
2. Initially, attend informational seminar to hear an explanation of the effect of this waiver;
3. Sign a "Waiver of Health Insurance Benefits" form discontinuing health insurance coverage with the district.
4. 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.

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

ARTICLE 23 - REIMBURSEMENT FOR APPROVED COLLEGE COURSES

- 23.1 Reimbursement will be made at the cost per credit, but not to exceed the prevailing rate for graduate courses at the University of New Hampshire, for the successful completion of courses with a grade of B or better. Teachers may take up to twelve (12) credits per fiscal year. The sum of Forty Thousand Dollars (\$40,000) is available for course reimbursement for each year. Implementation must be consistent with school board policy. (Refer to school board policy GCI and GCI-E).
- 23.2 Teachers who receive reimbursement for approved college courses and who return their contract unsigned or resign from the District for the year after taking the course and receiving the reimbursement shall refund the District for the cost of the course.

ARTICLE 24 - REQUEST FOR INPUT

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

ARTICLE 25 - TEACHER SCHOOL DAY

- 25.1 The normal teacher school day shall be no longer than eight (8) consecutive hours. The normal teacher week shall be no longer than thirty-seven and one-half (37.5) hours. The two and one-half (2.5) hour buffer zone (37.5 to 40 hours) may be used for normal professional duties currently being performed by teachers in the District such as contacting parents and giving extra help to students. Teachers shall receive compensatory time off for duties performed in excess of forty (40) hours, provided they receive prior approval for the duties being performed from the administration. The compensatory time off shall be taken before the start of the school day and/or after the students have been dismissed at the end of the school day. The administration may set the time for up to one (1) hour of faculty meetings each week and will schedule times for parent conferences. All teachers in the District shall be given a thirty (30) minute duty-free lunch bell to bell. All teachers shall, each week, have five (5) uninterrupted preparation periods equal to a regular class period for that school.

ARTICLE 26 – CLASS SIZE

- 26.1 The District will make every effort to limit class size to nineteen (19) students in Grades 1-3 and twenty-six (26) students in Grades 4-12.

ARTICLE 27 – REDUCTION IN FORCE

27.1 When the Board finds it necessary to reduce the number of certified full time and/or part time positions for reasons of declining enrollments, budget reduction, change in or consolidation of board-authorized programs, or reorganization, the following reduction in force procedure will be utilized.

27.2 Reductions will take place within the following classifications:
Kindergarten through fifth grade (with appropriate certification)
Sixth through eighth grade (middle school)
Nine through twelve (high school)

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

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

27.3 In determining which member's employment will be terminated within a classification the following criteria will be used:

- Education and experience
- Seniority (Leave of absence does not affect seniority)
- Record of performance (of possibly affected employees)

This criteria are not listed in any priority order.

ARTICLE 28 - ADDITIONAL COMPENSATION PLAN

28.1 The Additional Compensation Plan will be funded at \$90,000 for each of the 2005-2006, 2006-2007, and 2007-2008 school years. Of these funds, \$25,000 will be designated for use by the ACP Committee for teacher initiatives on a yearly basis, \$40,000 will be designated to fund Summer Renewal, \$10,000 will be designated for reimbursement for the cost of conferences and workshops with prior approval of the building principal and \$15,000 will be available for payment of district-wide committee work. Workshops and conferences will be reimbursed up to \$150 per teacher per year.

28.2 The approved additional compensation system will be included in the contract as a separate article and grievances pertaining thereto will be subject to binding arbitration.

ARTICLE 29 - EARLY RETIREMENT

- 29.1 Any fulltime teacher who has taught a minimum of twenty (20) years, of which ten (10) have been within the Sanborn Regional School District, and who is at least 55 years of age, may submit a request for early retirement to the Board. The request shall be dated and signed by the teacher submitting it, shall be submitted by October 1st of the year preceding the year in which the retirement shall commence, and shall specify the date selected by the teacher for retirement, which must be at the end of a teaching year. The Board shall act upon the request no later than December 30th.
- 29.2 Up to three (3) requests for early retirement per year shall be approved by the School Board, although more than three (3) requests may be granted at the discretion of the Board. Those teachers with the greatest seniority will be given first consideration. If a teacher is not granted early retirement for the year initially requested, that teacher will retain an advantage over any teacher requesting early retirement at a later date.
- 29.3 If approved the District shall pay teachers granted early retirement in accordance with the following schedule:
- Teachers who have taught for at least twenty (20) years in the District shall receive 30% of the teacher's last salary annually for a five (5) year period.
- Teachers who have taught for at least twenty (20) years with at least ten (10) of those years in the District shall receive 25% of the teacher's last salary annually for a five (5) year period.
- 29.4 For all categories as described in Article 29.3, health insurance coverage will be provided by the District for up to a two-person plan. This coverage will continue until the retired teacher reaches age of 65.
- 29.5 The approval of early retirement shall be treated as a voluntary termination and the teacher shall have no right to continue teaching in the District after the effective date of the early retirement. Further, acceptance of the early retirement by the requesting teacher shall indicate that the teacher intends to retire from the teaching profession.
- 29.6 Teachers granted early retirement may, if they so request by April 1st, receive their full first year's salary in accordance with article 29.3 within one hundred twenty (120) days of the effective date of their retirement.

29.7 In the event of the death of the retired teacher, the District will:

29.7a. make payments to the heirs of the retired teacher for the remainder of the five year period.

29.7b. terminate health insurance at the end of the month in which the death occurs. If the spouse of the retired teacher is insured, the spouse will be given the option to continue under the COBRA law. The spouse will be responsible for the monthly premiums.

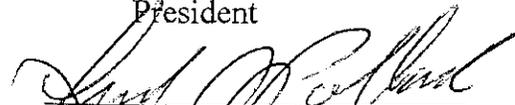
ARTICLE 30 - DURATION AND EFFECTIVE DATE

30.1 This agreement shall become effective as of July 1, 2005 and shall continue in effect until June 30, 2008. 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. All member contracts will be given out as soon as practicable after the school district meeting and must be returned to the school office no later than fourteen (14) calendar days following issuance date. Members who do not return contracts by the specified date will be considered as not returning and replacements will be secured.

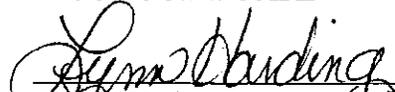
IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their respective president/chairperson and attested by their respective negotiations committee chairperson and/or representative.

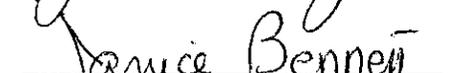
SANBORN REGIONAL
EDUCATION ASSOCIATION


President


Chairperson, Negotiations Team

SANBORN REGIONAL
SCHOOL BOARD


Chairperson


Chairperson, Negotiations Team

APPENDIX A

Distribution of copies:

- ___ Grievant
- ___ Principal
- ___ Superintendent
- ___ School Board
- ___ SREA

**SANBORN REGIONAL SCHOOL DISTRICT
GRIEVANCE RECORD**
(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's/Superintendent's/Board's answer

Grievant: _____

APPENDIX B

20__ to 20__
Teacher Full Time ____
Part Time ____
Support Staff ____

AUTHORIZATION TO DEDUCT MEMBERSHIP DUES

NAME _____ SS# _____ SCHOOL BUILDING _____

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	\$ _____
Sub total	\$ _____
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 of Teacher _____