

MASTER AGREEMENT

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**JOHN STARK SUPPORT PERSONNEL
ASSOCIATION**

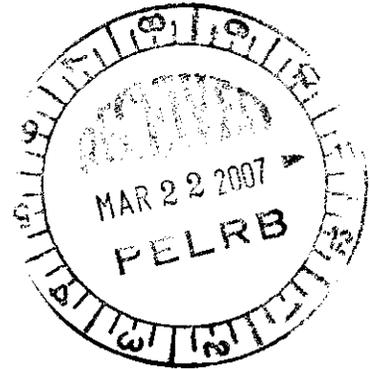
AND

JOHN STARK REGIONAL SCHOOL BOARD

2007-2008

2008-2009

2009-2010



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ARTICLE ONE

RECOGNITION

- 1.1 The Board recognizes the John Stark Support Personnel Association/ NEA-NH for purposes of collective negotiations according to RSA 273-A as the exclusive representative of all support staff employees of the John Stark Regional School District as certified by the New Hampshire Public Employee Labor Relations Board decision number 2001-056.
- 1.2 Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of the Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.
- 1.3 **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. The term "school" means any work location.
 2. The term "employee" means a person included in the bargaining unit.
 3. The term "Board" means the School Board or any of its agents.
- 1.4 **New Positions**
If any new employee position is created during the life of this Agreement and the parties cannot mutually agree on its inclusion in the bargaining unit, either party may request a clarification and determination from the New Hampshire Public Employee Labor Relations Board per the guidelines of RSA 273A.

ARTICLE TWO

NEGOTIATIONS PROCEDURE

- 2.1 Collective bargaining shall be conducted between members of the School Board, representatives of the Association and those parties that are designated by either side as part of their negotiation team.
- 2.2 The Superintendent will furnish the Association upon request such information as is needed to make reasonable proposals and such other information as will assist the Association in developing constructive proposals and programs on behalf of the Association.
- 2.3 All meetings for the purpose of negotiations shall be held at mutually agreeable times that do not require the excuse from duty of any Association members whenever possible. If it is required, Association members will be excused from duty with pay.
- 2.4 In the event the negotiations result in fact-finding, the fact-finder shall divide the issues into economic and non economic issues and render opinions and recommendations on matters in dispute in each area. The procedure shall be followed as described in RSA 273-A: 12 (resolution of disputes).
- 2.5 It is agreed that matters affecting working conditions which are rightfully the subject of negotiations shall not be changed or implemented without prior negotiations.
- 2.6 Any agreement reached shall be reduced in writing and be signed by the Board and Association. A copy of the agreement shall be filed with the New Hampshire Public Employee Labor Relations board within fourteen (14) days of signing. The superintendent shall be responsible, within 30 days of signing, for publication of two hard copies of the agreement for distribution to the Association and for publication of the agreement on the SAU website through the staff portal, without cost. In addition, the agreement will be available at the SAU and a copy made to any Association member upon request.
- 2.7 While terms of this agreement have been a product of good faith negotiations, both parties recognize the fact that funds negotiated in this agreement must be appropriated by the District. Any agreement reached which requires the expenditure of such funds for its implementation shall not be binding on the school board, unless and until the appropriations have been made by the voters of the District.

The School Board shall make a good faith effort to secure the funds necessary to implement said agreements. If the school board proposed budget for the implementation of this agreement is not approved, negotiations may be reopened.

ARTICLE THREE

ASSOCIATION RIGHTS

- 3.1 All employees shall have the right to full freedom of association and self organization under RSA 273-A.
- 3.2 The Association has the right to use the school building at reasonable hours for meetings, with advance request to the Principal/ Administration.
- 3.3 Representatives of the Association and their affiliates shall be permitted to transact Association business on school property at times that do not conflict with the school day schedule.
- 3.4 The Association and its representatives shall have the right to use school facilities and equipment, including computers, copy machines and other equipment at reasonable times, with advance request, when such equipment is not otherwise in use as specified by the Principal.
- 3.5 The Association shall be given sufficient time on the agenda of the beginning of the year staff meeting to explain Association activities.
- 3.6 The Association shall be credited with three (3) days to be used by employees who are officers or agents of the Association. The Principal will be notified within reasonable time prior to the commencement of such leave.
- 3.7 Designated representatives of the Association shall be allowed to receive and make telephone calls for Association purposes.
- 3.8 The employer agrees to deduct from the pay of its employee's dues of the Association and its affiliates, as said employees individually and voluntarily authorize the employer to deduct and transmit the monies monthly to the association. Employees must request dues deductions in writing. The automatic payroll deduction program will be reviewed, if needed.

ARTICLE FOUR

EMPLOYEE RIGHTS

- 4.1 The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school district shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of the Agreement on the basis of race, creed, color, religion, national origin, gender, domicile, marital status or age. The private and personal life of any employee is not within the appropriate concern or attention of the employer unless it disrupts the positive educational atmosphere at the school.
- 4.2 Each employee has the right, freely and without fear of penalty or reprisal, to form and join the Association or to refrain from such activity. The Board shall take no action to interfere, as per RSA 273-A: 5 I (a-1) and Federal statutes.
- 4.3 The employee may have an Association representative present at any meeting where discipline may result. The parties agree that discipline shall be progressive, appropriate to the infraction, and will include a course of corrective action. No employee will be discharged or reduced in compensation without due process. Due process defined. No employee shall be discharged, suspended, disciplined, reprimanded, warned, reduced in rank or compensation or deprived of any employment advantage without a supportive statement of facts. All information forming the basis for disciplinary action will be made available to the staff member.

The employee shall have the opportunity to review any complaint placed in the file. The employee shall also have the right to submit a written answer to such material and said answer shall be reviewed by the superintendent, or designee, and attached to all copies

- 4.4 Each employee shall be entitled access to his/her personnel file at any time upon notice to the Superintendent or his/her designee. The employee may, if he/she wishes, have a representative of the Association accompany him/her during such review. Other examination of an employee's files shall be limited to qualified supervisory personnel. No material will be placed in an employees personnel file without notification to the employee.
- 4.5 The employee shall have the right to make a response to any material contained in his/her personnel file, and such response shall be made part of said employee's file. Reproductions of such material may be made

by hand or copying machine, if available. The superintendent or his/her designee may be present during the examination.

- 4.6 Any case of verbal or physical harassment upon an employee shall be promptly reported as per the District policy.

ARTICLE FIVE

WORK ASSIGNMENTS

- 5.1 The work year will be indicated in the employee's individual contract. Once established, any change in the length of an employee's school year will be mutually agreed upon by the superintendent and the employee.
- 5.2 The normal work week for each employee will be as stated in his/her individual contract. An occasional change will be discussed between an employee and their supervisor; any long term changes in the work week will be negotiated with the employee, the Board's designee and the Association.
- 5.3 An equal opportunity for overtime will be offered to those effected employees.
- 5.4 Vacation eligibility shall be determined as of July 1 of each year. However, initial vacation eligibility shall be determined as follows: an employee contracted for 210 working days or more who is hired between July 1 and January 1 shall be entitled to two weeks paid vacation and any employee hired January 2 or after, shall not be entitled to any vacation during that initial school year. An employee contracted for 210 days or more shall be entitled to three weeks paid vacation after their fourth year with the district. Vacation times shall be coordinated with the work schedule and shall be subject to approval of the school principal. Such approval will not be arbitrarily withheld.
- 5.5 All employees contracted for 210 days or more shall be granted the following holidays with pay:

Independence Day	Labor Day	Presidents Day
Veteran's Day	Thanksgiving Day	Day after Thanksgiving
Christmas Day	New Year's Day	Civil Rights Day
Memorial Day	Day after Christmas	

School year employees shall be granted the following holidays with pay:

Thanksgiving Day and Christmas Day.

Holiday pay for school term employees will be made in one check during the first pay period in June.

ARTICLE SIX

WORKING CONDITIONS

- 6.1 The employer shall follow NH Department of Labor standards and the OSHA standards.
- 6.2 Employees shall not be required to use personal equipment on school premises.
- 6.3 The employee will bring instances of disruptive student behavior to the attention of their immediate supervisor and the assistant principal(s). Upon such notification the supervisor and /or assistant principal will take reasonable action to assist the employee with those students.
- 6.4 No employee shall be required to dispense or administer medication unless it is part of their job description.
- 6.5 All employees will have their supervisor(s) designated by the employer within their individual contracts at the beginning of each school year.
- 6.6 Evaluation
 - 6.6.1 Evaluations should be a constructive instrument in order to improve education and the educational environment within the school district.
 - 6.6.2 To promote this belief each current and new employee will be provided a copy of the evaluation instrument and the procedures to be followed.
 - 6.6.3 Employees shall be evaluated annually, prior to June 1st, by the principal and/or supervisor.
 - 6.6.4 Employees shall be granted the opportunity to review their observations and/ or assessment prior to it being included in their file. All evaluations or observations must be completed, in writing, before an employee is requested to sign. The employee' signature shall indicate only that the report has been read and shall not be interpreted as agreement with the content. The employee may also file a rebuttal to any observation or assessment.
 - 6.6.5 Employee will be made aware of deficiencies in their performance in a timely manner and given reasonable time to improve.

- 6.7 All employees will receive their subsequent year individual contracts prior to June 1st. Employees will have two weeks to sign and return the individual contracts to the SAU office.

ARTICLE SEVEN

VACANCIES, TRANSFERS AND PROMOTIONS

- 7.1 A vacancy shall be defined as a newly created position or a present position that is not filled and must fall in the agreed compensation schedule. There will be a job description for each position.
- 7.2 **Posting of Positions**
As soon as a vacancy exists within the John Stark School District, the superintendent will post notice of the vacancy in the building and at the Equity program. The vacancy notice will include the job title and the requirements for the position. The posting will remain on display for at least five work days.
- 7.3 Employees from within the unit who are qualified and apply in accordance with the terms of a posting shall be considered.
- 7.4 In the event of promotion in the classification or transfer from one classification to another, the employee shall be given sixty (60) work days probationary period in which to show his or her ability to meet the requirements of the new position. The employer shall give the promoted or transferred employee training that would normally be available for a new hire in the position.
- 7.5 Employees who are transferred to a different position, either voluntarily or at the request of the administration, will not lose their years of experience used for calculating placement within the compensation schedule for their new classification.
- 7.6 Involuntary transfers of employees will be minimized and avoided, if possible though it shall be the ultimate decision of the superintendent which shall establish both staffing levels and placement of personnel.
- 7.7 When an employee is reassigned by a supervisor to temporarily assume the duties of another employee within the bargaining unit, the reassigned employee shall be paid at the rate of the temporary position assignment or their own rate, whichever is the higher, so long as the employee is assigned to the temporary position.

- 7.8 Extra work opportunities (Saturday suspensions, Open House, etc) will be presented to all bargaining unit employees. Extra work opportunities will be filled based on a rotating seniority basis. A master list will be developed jointly by the Association and the Administration which will list employees in descending order for years of service. The first person on the list may fill one work opportunity or decline and then that employee's name is placed at the bottom of the list. The next person on the list may then select the next extra work opportunity or decline. This process will be followed as each opportunity arises. This list will remain in effect and be edited during the course of the year if employees leave or join the District.

ARTICLE EIGHT

COMPENSATION

- 8.1 The general duties and employment schedule of each employee shall be provided when the individual is initially hired into the position. The basic compensation of each employee shall be as set forth in Appendix A. There shall be no deviation from said compensation rates during the life of this Agreement. Salary increases shall be only for the term of this contract. School year employees shall be paid in twenty-two (22) annualized payments. Calendar year employees shall be paid in twenty-six (26) annualized payments. After one week of work, employees shall receive their first paycheck on the next regularly scheduled pay day. The final payroll check each year shall be adjusted to prevent payment for unpaid time.

Course reimbursement will be granted to employees at the rate of \$200.00 per year based on prior approval by the principal and superintendent.

- 8.2 The administration shall be the sole judge to recognize any directly applicable experience when placing a new hire employee within the compensation schedule described in Appendix A. If a new educational aide, as of July 1, 2002, has direct public and/or private school experience in a comparable position, they shall be credited with that experience and placed on an appropriate step.
- 8.3 Time and one half will be paid for all hours authorized by the administration and worked over forty (40) hours in one week.
- 8.4 Straight time will be paid for all hours authorized by the administration and worked on Sundays and/or holidays. This will be in addition to holiday pay if the employee is so entitled.

- 8.5 Paid leave shall count toward hours worked.
- 8.6 Compensatory time off may be given if mutually agreeable to the employer and the employee.
- 8.7 If the need arises at the beginning of each contract year, the Association and school board's designee shall jointly review questions dealing with job classification changes.
- 8.8 Employees shall have access to a Flexible Spending – IRS Section 125 account up to the limits as set by the employer.
- 8.9 Employees who are contracted for 210 days or more per year shall receive a bonus of one day's pay for each four months in which they do not use sick or personal time up to a maximum of two days per year. The consecutive months begin each year again as of July 1st.

ARTICLE NINE

INSURANCE

- 9.1 Employees who are contracted for thirty-five (35) or more hours per week will receive the menu packages based on pro-ration from \$11,000 as follows. A minimum of 25 hours per week is required to receive this benefit.

Tier 1. Employees who are contracted for 260 days per year:	
Top allotment toward health insurance benefit:	- \$11,000
Cash back in lieu of benefit:	- \$ 5,580
Tier 2 – Job Coach	
Top allotment toward health insurance benefit:	- \$ 8,250
Cash back in lieu of benefit:	- \$ 4,350
Tier 3 – All Secretaries as well as other employees contracted for 200 days:	
Top allotment toward health insurance benefit:	- \$ 7,150
Cash back in lieu of benefit:	- \$ 3,500
Tier 4 – Employees contracted for 185-190 days:	
Top allotment toward health insurance benefit:	- \$ 5,500
Cash back in lieu of benefit:	- \$ 3,020
Tier 5 – Employees contracted for 184 days:	
Top allotment toward health insurance benefit:	- \$ 4,950
Cash back in lieu of benefit:	- \$ 2,700
Tier 6 – Employees contracted for 180 days:	
Top allotment toward health insurance benefit:	- \$4,400
Cash back in lieu of benefit:	- \$2,150

- 9.2 The Board will provide funds available to the year-round 260 day employees requiring the family health plan to assist payment of health insurance premiums in excess of the \$11,000 consolidated benefit allotment. This fund shall be \$13,000 for 2007/2008, \$13,500 for 2008/2009, and \$14,000 for 2009/2010. 20% of each year's pool will be prorated, up to the excess of the premium in excess of the \$11,000 allotment, to family plan members of record on September 1, November 1, January 1, March 1 and May 1 of each school year in the contract. The employee must have allocated all their benefit allotment toward the cost of the family health insurance premium. Once 260 day employees have received this benefit on the given dates, remaining funds will be distributed to other employees electing insurance coverage to offset premiums.
- 9.3 Employees who suffer an injury or illness that is covered under Workmen's Compensation shall be covered under Worker's Compensation.
- 9.4 The District will provide a Long Term Disability insurance plan that will provide 2/3 of annual pay after ninety (90) days of disability to age 65 as provided by contract.

ARTICLE TEN

TEMPORARY LEAVES OF ABSENCE

- 10.1 Each employee shall be granted one day (1) per month for each month that they are under contract cumulative to sixty (60) days. Sick leave shall not be charged for the illness or injury of an employee arising from the course of employment.
- 10.2 Any employee on sick leave is entitled to the benefits that they would have if not on sick leave. The Board at its sole discretion may extend paid sick leave benefits beyond the employee's accumulated days if an unusual circumstance exists.
- 10.3 Two (2) days personal leave shall be granted for school year employees and three (3) days for year-round employees for matters which require absence during assigned school hours. Application to the employee's principal or other immediate supervisor shall be made at least twenty-four (24) hours in advance except in case of emergencies.
- 10.4 Bereavement leave of up to three (3) days shall be given in the event of a death in the immediate family. Immediate family shall mean spouse,

child, parent, grandparent, sibling, and the same relations of your spouse, or any other person living in the home for whom the employee is support.

- 10.5 Each employee shall be entitled to two (2) days paid leave to attend a workshop, conference or training session related to position with prior approval by the principal and superintendent.
- 10.6 Other temporary leaves of absence without pay may be granted by the employer based on the individual merits of the request.

ARTICLE ELEVEN

EXTENDED LEAVES OF ABSENCE

- 11.1 Childbearing leave without pay shall be granted to an employee for the purpose of child bearing or child adoption. The portion of a leave taken by an employee due to diagnosed disability resulting from pregnancy, miscarriage, or childbirth shall be charted to available sick leave and the employee shall be compensated in accordance with Federal Law.
- 11.2 Childcare leave of up to one year shall be granted without pay to employees, upon written request for such leave. Notification of the intent to take such leave shall be made to the superintendent at least sixty (60) days prior to the date on which the leave is to begin, except in cases of emergency. Childcare leave notification shall also include the expected termination date of such leave. At the conclusion of the leave, the employee shall be reinstated to their position or to a similar position within the same classification.
- 11.3 Employees who are called for jury duty or who are in the military reserve and who are called to active duty in the United States military services which cannot be postponed or deferred, will be compensated for such absence from their contract duty to the District to the extent that the District will pay, during their contract, the difference between their per diem contract salary and their per diem jury or military pay.
- 11.4 All benefits to which an employee was entitled at the time of leave of absence commenced including unused, accrued sick leave will be restored to that employee upon return. Whenever an employee has worked more than one-half their contracted work year that employee shall be moved to the next step on the salary schedule. Any employee on an unpaid leave may opt to continue, at his/her expense, benefits under Article Nine of the Agreement.

- 11.5 Sick Leave Bank – The John Stark School Board agrees to allow the establishment of a sick leave bank to cover members of the bargaining unit in the event of long-term illness. The sick leave bank is in existence to insure the financial security of its members. Rules for membership and the establishment of by-laws for participation shall be established by the John Stark Support Personnel Association at their discretion and will be provided to the John Stark School Board for their information.

John Stark Support Personnel Association employees may donate one day per year until the bank reaches 100 days. When the sick bank drops below the 50 day level, association members may donate additional days to bring the total back to 100 or more days; but not to exceed 125 days.

The sick leave bank shall not be accessed until the member has exhausted all accrued sick leave available to them. Sick leave that is granted from the sick bank cannot exceed the number of days needed to qualify for LTD.

The Association shall inform the superintendent by December 1st of each year of the individuals who have donated days to the sick leave bank so that said days can be deducted from the individual's yearly entitlement. The Board will maintain a record of the total days accumulated in the sick leave bank.

ARTICLE TWELVE

MISCELLANEOUS

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

ARTICLE THIRTEEN

GRIEVANCE PROCEDURE

- 13.1 The parties agree that in the event of a dispute arising under the terms of this contract, Bargaining Unit members shall be entitled to the benefits of the following grievance procedure:

Definitions

- a. A "Grievance" shall mean a complaint by an employee, group of employees, or the Association that there has been a violation,

misinterpretation, or the inequitable application of any of the provisions of this contract. Grievances shall be limited to the provisions of the contract.

- b. An "Aggrieved Person" is the person or persons making the complaint.
- c. The term "Days" when used in this section shall, except when otherwise indicated, mean calendar days.
- d. 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.

13.2 Initiation and Processing

Level One – Supervisor

- a. Any grievance to be processed pursuant to this procedure must be initiated within thirty (30) days of the known occurrence of the event which gives rise to the complaint.
- b. Any grievant shall submit the grievance in writing to the immediate supervisor in an attempt to resolve the matter informally at that level. The solution at this level will be given in writing by the Supervisor.

Level Two – Principal

If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant, the grievant will, within fourteen (14) days set forth the grievance in writing specifying: 1.) the nature of the grievance; 2.) the provisions of contract policy or practice violated; and 3.) the action desired. The principal shall communicate a decision in writing to the grievant and the Association within fourteen (14) days of the receipt of the written grievance.

Level Three - Superintendent

The grievant, no later than fourteen (14) days after receipt of the principal's decision, may appeal that decision to the Superintendent of Schools. The appeal must be made in writing, including the matter submitted to the supervisor and the principal, as specified above, and the dissatisfaction with the decisions previously rendered. The Superintendent shall meet with the grievant to attempt to resolve the matter, as quickly as possible but within a period not to exceed fourteen (14) days. The Superintendent shall communicate his/her decision in writing to the grievant(s) and the Association within fourteen (14) days after the meeting.

Level Four - School Board

If the Superintendent's decision does not resolve the grievance to the satisfaction of the grievant, the decision may be appealed to the School

Board within fourteen (14) days of receipt of the answer in Level Three. The grievant shall have the right to appear before the Board to present evidence and argument for the Board's consideration. The decision of the Board shall be made and transmitted in writing to the grievant no later than thirty (30) days from the time of submission of the grievance to the Board.

Level Five - Advisory Arbitration

If the decision of the School Board does not resolve the grievance to the satisfaction of the grievant and a third party review is desired, the grievant shall notify the Association within five (5) days of the School Board's decision. If the Association determines that the matter should be arbitrated, it shall, in writing, so advise the School Board within ten (10) days of receipt of the grievant's request. The parties will then initiate a request for arbitration according to the rules of the American Arbitration Association which are hereby incorporated in this Agreement.

The decision of the arbitrator shall be advisory only and shall be submitted to the School Board and the Association. In the event the School Board or the Association does not accept the arbitrator's decision, then the Board or the Association shall by written decision specifically set forth the reasons for their action. Any timeline can be extended by mutual agreement.

13.3 Costs - The fees and expenses of the arbitrator will be shared by the two parties equally.

13.4 Rights of Employee to Representation

a. An aggrieved person may be represented at all stages of the grievance.

b. When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of the submission of the grievance to the principal, or any higher level, be notified by the Principal in writing that the grievance is in process. The Association shall also be notified by the Superintendent in advance of any hearing and shall have the right to be present and state its position at all hearing sessions held concerning such grievance and shall receive a copy of all decisions rendered. Any resolutions of this grievance shall not be inconsistent with the terms of this agreement.

c. The Board 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 the grievance.

- 13.5 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, nor shall such documents be revealed or the grievance be alluded to in any communication between the administration and said prospective employer.
- 13.6 When appropriate to the context of a grievance, the grievance may be initiated at Level Three.

ARTICLE FOURTEEN

CLASSIFICATIONS

- Class I - Food Service
- Class II - Regular Education Assistants and 1:1 Assistants
- Class III - Special Education Assistant, Custodian, Pupil Data Technician, Secretaries
- Class IV - Teaching Assistant, Program Assistant, Office Manager, Bookkeeper
- Class V - Maintenance/Custodian
- Class VI - Job Coach

ARTICLE FIFTEEN

REDUCTION IN FORCE

Whenever it becomes necessary to decrease the number of the bargaining unit, the School Board shall terminate the necessary employees in a way which best serves the interests of the school. When considering reductions the Board will, all other qualifications being equal retain the most senior person.

ARTICLE SIXTEEN

DURATION

The provisions of this Agreement will be in effect from July 1, 2007 until June 30, 2010. Either party to this Agreement may initiate negotiations for a successor Agreement by notifying the other no later than September 1, 2009 (as per RSA 273-A: 3).

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on this date.

John Stark Regional School Board

Gregory M. Gault
Richard G. Goble
Joe Petricola
Debbie Taylor
Mark Brown

John Stark Support Personnel Association

[Signature]
Janet E. Racicot
Thomas W. Mazerski

Dated 1/10/07

Dated 1/10/07