

**AGREEMENT**

**Between**

**KEARSARGE REGIONAL SCHOOL BOARD**

**and the**

**KEARSARGE REGIONAL EDUCATION ASSOCIATION**

**2007 - 2010**

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KEARSARGE REGIONAL SCHOOL DISTRICT - TEACHERS' AGREEMENT  
2007- 2010

1 **Article I. RECOGNITION**

2 For the purpose of collective negotiation, the Kearsarge Regional School Board (the Board)  
3 recognizes the Kearsarge Regional Education Association (the Association) as the  
4 bargaining representative of all:

- 5 1. Teachers
- 6 2. Department Coordinators
- 7 3. Guidance Counselors
- 8 4. Reading Specialists/Diagnosticians, and
- 9 5. Nurses (see Appendix B)

10 B. The above listed persons covered by this Agreement shall be referred to as “teachers”  
11 in this Agreement. The Association and the Board agree to enter into negotiations in  
12 accordance with RSA 273-A. All bargaining unit members are professionals and will fulfill  
13 the duties and responsibilities of their positions.

14 **Article II. NEGOTIATION PROCEDURE**

15 A. Initiation of Negotiations

16 Either party desiring to bargain shall serve written notice of its intention on the  
17 other party at least 120 days before the budget submission date, in accordance with  
18 RSA 273-A. Negotiations shall begin no later than ninety days before the budget  
19 submission date.

20 B. Scope of Negotiations

21 During negotiations, the Board and the Association will present relevant data,  
22 exchange points of view, and make proposals and counterproposals. The Board and  
23 the Association will make available to one another for inspection all pertinent non-  
24 confidential records, dates, and information used in developing proposals. Either  
25 party may, if it so desires, utilize the services of outside consultants and may call  
26 upon professional and lay representatives to assist in the negotiations.

27 C. Form of Agreement

28 The parties may by mutual agreement pass over mediation and go directly to fact-  
29 finding. Any agreement reached shall be reduced to writing and be signed by the  
30 Board and by the Association.

31 D. Matter for Negotiations

32 It is agreed that terms and conditions of employment shall not be changed or  
33 implemented without prior negotiations as required by RSA 273-A: 1 XI as  
34 interpreted and applied by the decisions of the Public Employee Labor Relations  
35 Board and the New Hampshire Supreme Court.

36 **Article III. TEMPORARY LEAVES OF ABSENCE**

37 A. Sick Leave

38 1. Each teacher who is under full-time contract for a full professional year shall be  
39 granted fifteen (15) days of sick leave per year. Sick leave shall be accumulative to  
40 one hundred and five days (105). At no time will a teacher carry over more than  
41 105 days of available leave. These sick leave days may be used for:

- 42 a) Personal illness or injury
- 43 b) Illness or injury in the immediate family
- 44 c) Bereavement related to the death of a parent, spouse, child, sibling or  
45 other as approved by the Superintendent.

46 2. The Association and the Board recognize that sick leave is to be taken only for  
47 purposes listed in this Article III A. Sick leave is not intended to represent a form  
48 of payment to a teacher or teachers, nor to grant any rights to be absent from school  
49 for purposes other than as set forth in this Article III A. The provisions in this  
50 Article and Article IV are in addition to the FMLA.

51 B. Emergency Leave

52 1. Teachers shall have up to three (3) days non-accumulative emergency leave  
53 with full pay each school year. Where possible, notification that an emergency  
54 leave day will be taken will be given to their Principal as soon as possible prior to  
55 taking such leave, but in no event later than ten (10) calendar days after taking that  
56 leave. Emergency leave is not intended to be used for the purpose of extending a  
57 weekend or a vacation period. Failure to give such notification will result in such  
58 leave being treated as sick leave under Article III A.

- 59 a) Emergency leave shall be used only for:

- 60 (1) Circumstances beyond the control of the teacher
- 61 (2) Personal affairs which cannot be accomplished at any other time
- 62 (3) Duties as an official of a governmental agency

63 C. Professional Leave

64 1. All staff members shall be allowed two professional days for attending  
65 conferences, workshops, or educational meetings as approved by their Principal.  
66 Additional days may be granted or required by the Principal and the  
67 Superintendent.

68 D. Disciplinary Action

69 1. In the event a teacher takes leave, which is not authorized by this Article III A,  
70 or III B, the teacher will be subject to disciplinary action. The Superintendent shall  
71 hold a hearing with the teacher. The teacher is expected to present evidence  
72 supporting the appropriate use of the leave. If that hearing results in a finding that  
73 unauthorized leave was taken, a written finding specifying the facts of the breach  
74 will be issued and there shall be an automatic deduction from that teacher's salary  
75 at the rate of 1/94th of the annual salary paid to said teacher for each such  
76 unauthorized leave day found to have been taken.

77 **Article IV. EXTENDED LEAVES OF ABSENCE**

78 A. Child-rearing Leave

79 1. Child-rearing leave shall be granted to any teacher requesting it, provided that  
80 she/he is expecting or adopting a child and provided that such leave is requested in  
81 writing by the teacher seeking it at least 90 days prior to the anticipated birth or  
82 adoption date, which writing shall specify the anticipated date such leave will  
83 begin, and the date of return to full-time teaching, which return date shall be the  
84 first day of a quarter. This leave will be without salary, but the district will  
85 contribute 50% of the premium cost for the health care plans in Article XI F and XI  
86 G and 100% of XI H and XI I (Life Insurance and Long Term Disability). The  
87 teacher's monthly portion of the premium shall be contributed monthly in advance,  
88 failing which the teacher risks termination of the plans for failure to pay to the  
89 insurer the full premium due. The portion of a leave taken during the contract year  
90 by a teacher due to disability resulting from pregnancy, miscarriage, or childbirth

91 shall be charged to his/her available sick leave.  
92 2. The child-rearing leave of absence shall not exceed one year, unless the  
93 Superintendent grants up to an additional year of child-rearing leave. Teacher  
94 taking child-rearing leave shall return and shall resume his/her duties no later than  
95 the beginning of the next school quarter following nine months after the birth or  
96 adoption for which the leave is taken. The teacher may, by mutual agreement with  
97 the Superintendent of Schools, return to full-time employment prior to the  
98 conclusion of the leave, providing the teacher notifies the Superintendent at least 60  
99 days prior to the start of the quarter for which he/she will return to teaching. A  
100 teacher on child-rearing leave will be subject to the same terms relating to  
101 termination and reduction in force as apply to all other teachers under this  
102 Agreement. Whenever possible the teacher will return to the same position or a  
103 similar position unless a request is made for a different position and is agreed upon  
104 between the teacher and Superintendent. An approved child-rearing leave does not  
105 constitute a break in service.

106 B. Sabbatical Leave

107 1. Sabbatical leaves are granted at the discretion of the School Board and are  
108 designed to encourage the improvement of instruction, supervision administration  
109 in the Kearsarge Regional School District. Any full-time teacher may apply for a  
110 sabbatical leave during or after his/her seventh year of continuous service in the  
111 Kearsarge Regional School District. Under exceptional circumstances, the Board  
112 may waive the seven-year requirement. The teacher must present a detailed  
113 sabbatical leave proposal for approval by the School Board upon recommendation  
114 of the Superintendent of Schools. This proposal must be submitted to the  
115 Superintendent prior to January 1 of the school year preceding the sabbatical leave.  
116 Applicants will be notified of decisions prior to May 1.

117 2. A Sabbatical Leave Committee will be established as needed and consist of 2  
118 Board members, 2 administrators and 3 teachers -- one from each level -- high  
119 school, middle school, elementary school which will make recommendations to the  
120 Superintendent concerning the sabbatical leave proposals.

121 3. Sabbatical leaves will be available only for full-time study or research programs

122 which offer potential benefit both to the individual teacher and to the school system.  
123 Travel will not be approved except when necessary and incidental to a study  
124 program. Not more than 2 full-time teachers will be granted a leave during a school  
125 year.

126 4. For a full-year sabbatical, the teacher will receive one-half of the annual salary  
127 he/she would receive in his/her position in Kearsarge Regional School District. For  
128 a half school-year sabbatical, the teacher will receive the full salary he/she would  
129 have received during this period. A half-year sabbatical will be approved only if  
130 satisfactory arrangements can be made to cover a teacher's responsibilities during a  
131 partial year's absence.

132 5. During the sabbatical the teacher will receive the benefits listed in Article XI A,  
133 D, F, G, & J and the credit allowance offered to a teacher in active service pursuant  
134 to Article V B. A teacher will receive credit on the salary schedule for the  
135 sabbatical leave.

136 6. The teacher will return to the Kearsarge Regional School District for a  
137 minimum of two years following the sabbatical. If he/she terminates his/her  
138 employment before the end of the two-year period, he/she must repay on a prorated  
139 basis within a five-year period the amount of the sabbatical leave compensation.

140 7. Whenever possible the teacher will return to the same position or a similar  
141 position unless the teacher makes a request for a different position and it is agreed  
142 upon between the teacher and Superintendent.

143 **Article V. PROFESSIONAL DEVELOPMENT**

144 A. Each teacher is required to participate in the School Administrative Unit Professional  
145 Development Plan. It is the teacher's responsibility to maintain a current teaching  
146 credential and to notify the Superintendent by December 1 of any anticipated change in  
147 degree status for the next year.

148 B. The School Board will allow up to 0.75% of the total compensation as shown in Article  
149 XI Section AI, to be used for District approved Graduate degree programs (Master's,  
150 Certificate of Advanced Graduate Studies and Doctoral degrees), course, conference, and  
151 workshop registration(s). The amount so determined will be allocated 50% to support of  
152 District Approved Graduate degree programs and 50% to other course, conference and

153 workshop registration(s) subject to the Grandfather clause below.

154 C. District Approved Graduate degree programs.

155 1. Approval for a District approved Graduate degree program shall be subject to  
156 the availability of funds. Priority shall be given to those seeking a degree in an area  
157 that meets the district's needs. Approval is the exclusive responsibility of the  
158 Superintendent.

159 2. Reimbursement will be in the form of an interest free loan, which shall become  
160 due and payable if the teacher leaves the district voluntarily or for disciplinary  
161 reasons. 50% of the loan shall be forgiven at the end of 4 years of teaching service  
162 to the district following graduation from the program and the remainder shall be  
163 forgiven 5 years after graduation.

164 3. Each teacher may receive up to the per credit cost of the UNH state university  
165 system or the cost of tuition, whichever is the lesser, up to a maximum of twelve  
166 (12) credits per year toward the cost of summer school courses and up to a  
167 maximum of four (4) credits per school semester for courses to meet the above  
168 requirements or to assist him/her in obtaining credits for a masters degree. This  
169 provision will not be met if the teacher is recompensed in some other way such as  
170 scholarships, grants, etc. Teachers desiring to qualify for more than twelve (12)  
171 credits per summer must receive approval from the Superintendent.

172 4. All courses must be related to the teacher's Professional Development plan.  
173 Money for reimbursement will be set aside when the Superintendent approves the  
174 courses to be taken. The District will provide payment for approved courses when  
175 presented with a purchase order from the offering institution with the understanding  
176 that the teacher requesting this prepayment option, must also execute a salary  
177 reduction agreement at the time of the request for graduate course approval and  
178 provide written evidence of a passing grade (B or better) within 30 days of the  
179 completion of the course either in the form of a transcript or letter on the school's  
180 stationery. In no case can this be later than June 10th so that accounts can be closed  
181 out for the fiscal year. If the teacher withdraws from the class, he/she must give  
182 written notice to the District within 15 days. The teacher will be responsible for  
183 any money not recovered from the offering institution because of withdrawal.



184 Failure to comply with these requirements will result in the implementation of the  
185 salary reduction agreement.

186 5. Other courses and workshops. Money for course(s), conference(s), workshop(s)  
187 and related expenses will be divided equally among teachers who are not  
188 participating in the District Approved Graduate program. Any unexpended funds  
189 available on June 1 of the contract year become available to any teacher on a first-  
190 come first-served basis for course(s), conference(s) and workshop(s) only,  
191 exclusive of related expenses. Any reimbursement shall be for courses or  
192 workshops related to the teacher's professional development plan and shall be  
193 subject to the approval of the Principal and Superintendent.

194 6. Grandfather clause: Teachers currently in a District Approved Masters program  
195 as of the date of the approval of this contract may finish the program in accordance  
196 with the terms previously agreed to and will receive funding priority. Those on the  
197 waiting list as of September 23, 2003 will be given first priority under terms of the  
198 2007-2010 contract.

199 7. The Superintendent may elect to spend funds for professional development  
200 purposes greater than the .75% referenced above in which case such additional  
201 funds are not subject to the provisions of this Article.

202 **Article VI. GRIEVANCE PROCEDURE**

203 A. A grievance means an alleged violation, misinterpretation, or misapplication of any  
204 provision of this Agreement.

205 B. To be considered under this procedure, a grievance must be initiated in writing and  
206 signed by the teacher or teachers who allege the violation, misinterpretation, or  
207 misapplication within thirty-five (35) calendar days of its occurrence. In order for a group  
208 of teachers to grieve:

- 209 1. there must be a common issue
- 210 2. each of the teachers must be identified by name
- 211 3. there must be mutual agreement by the School Board and the Association as to  
212 the subject matter of the grievance and the appropriateness of the group. The  
213 acceptance or rejection of a grievance as a group grievance is not a grievable issue.
- 214 4. If the occurrence is within 35 calendar days of the end of the school year then

215 the teacher or teachers may file a grievance by September 15th of the following  
216 school year. The following matters are excluded from the Grievance Procedure:

217 a) Any matter for which a specific method of review is prescribed by law,  
218 or by any rule or regulation of the State Board of Education.

219 b) A complaint of a teacher with less than three years experience within the  
220 district which is caused by his/her not being re-employed.

221 Failure to communicate the decision on a grievance within the specified  
222 time limits shall permit the grievant to proceed to the next step. Failure in  
223 any step of this procedure to appeal a grievance to the next step within the  
224 specified time limits shall be deemed a waiver of future appeal of decision  
225 and will be considered acceptance of the decision rendered. No reprisals of  
226 any kind will be taken by the District or teachers against any party in  
227 interest may be represented by counsel or by a representative selected by the  
228 Association and agreed to in writing and signed by the grievant and  
229 delivered to the Superintendent.

230 C. Procedure:

231 1. Any teacher covered by this Agreement who has a grievance shall first discuss  
232 it with his/her immediate supervisor in an attempt to resolve the matter mutually at  
233 that level. A decision shall be rendered within ten (10) calendar days. An  
234 individual teacher may present an oral grievance to his/her immediate supervisor  
235 without the intervention of a counsel or a representative. Until the grievance is  
236 reduced to writing, the counsel or representative shall be excluded from a hearing.

237 2. If the teacher is not satisfied with the decision, he/she may appeal the decision  
238 to the Principal within ten (10) calendar days after the receipt of the decision of the  
239 immediate supervisor. The appeal shall be in writing, signed by the teacher and  
240 must specify:

241 a) The nature of the grievance, i.e. the specific provisions of the Agreement  
242 which have been violated or misinterpreted or misapplied.

243 b) The specific injury and loss to the teacher.

244 c) The remedies sought.

245 d) Date of the alleged violation, misinterpretation, or misapplication.

246 The Principal shall investigate the matter and communicate the decision in writing  
247 to the grievant within ten (10) calendar days from receipt of the written grievance.  
248 3. If the teacher is not satisfied with the Principal's decision, he/she may appeal  
249 his/her grievance to the Superintendent in writing within ten (10) calendar days  
250 after the receipt of the Principal's decision. The Superintendent or Assistant  
251 Superintendent shall investigate the grievance, hear the grievant if he/she requests  
252 it, and render a decision in writing within twenty (20) calendar days after the receipt  
253 of the appeal to the Superintendent level.  
254 4. If the teacher is not satisfied with the Superintendent's decision, he/she may  
255 appeal his/her grievance to the Board within ten (10) calendar days after receipt of  
256 the Superintendent's decision. The Board shall hold a hearing within thirty (30)  
257 calendar days, at which the grievant shall present his/her grievance, to which the  
258 Superintendent shall offer his/her response.  
259 The School Board shall make a decision on the issue and so advise the grievant and  
260 the Association in writing within thirty (30) calendar days of that hearing.  
261 5. If the decision of the Board does not resolve the grievance and if the teacher  
262 decides to appeal that decision the matter shall be submitted to Binding Arbitration  
263 providing the Association notifies the Superintendent of such a request within  
264 twenty (20) calendar days of the Board's decision.

265 D. Arbitration.

266 The following procedure shall be used to secure the services of an arbitrator:

- 267 1. The parties will attempt to agree upon a mutually satisfactory third party to  
268 serve as arbitrator. If no agreement is reached within ten (10) calendar days  
269 following the date the request for arbitration was received by the Board the  
270 American Arbitration Association will be notified by either or both parties and  
271 requested to submit a roster of persons qualified to function as an arbitrator.
- 272 2. If the parties are unable to determine a mutually satisfactory arbitrator from the  
273 submitted list, they shall request the American Arbitration Association to submit a  
274 second roster of names.
- 275 3. If the parties are unable to determine a mutually satisfactory arbitrator from the  
276 second list within ten (10) calendar days of receipt of the second list, the American

277 Arbitration Association may be requested by either party to designate an arbitrator.  
278 4. The arbitrator shall limit him/herself to the issues submitted to him/her and shall  
279 consider nothing else. He/She shall be bound by and must comply with all of the  
280 terms of this agreement. He/She shall have no power to add to, delete from, or  
281 modify in any way any of the provisions of this Agreement. The arbitrator may  
282 apply no penalty payments.

283 5. The Board, the aggrieved, and the Association shall receive copies of the  
284 arbitrator's report. This shall be accomplished within thirty (30) calendar days of  
285 the completion of the arbitrator's hearing.

286 6. The costs for the services of the arbitrator including per diem expenses, if any,  
287 and actual and necessary travel, subsistence expenses and the cost of the hearing  
288 room shall be borne equally by the Board and the Association. Any other expenses  
289 shall be paid by the party incurring it.

290 **Article VII. REDUCTION IN FORCE POLICY**

291 A. In the event it becomes necessary in the Board's opinion to reduce the number of  
292 employees due to reasons of economy, program elimination or reduction, or in a given  
293 grade level, given subject area, or in the consolidation or elimination of positions or  
294 programs, the basis for the decision to terminate teacher or teachers shall be performance,  
295 areas of certification, and continuous years of service with the District and teaching within  
296 the area of specialization within the last three (3) years subject to the following:

297 1. Any teacher with three or fewer continuous years of service in the District shall  
298 be terminated first, providing there is a competent teacher qualified to replace  
299 him/her, if necessary, and qualified to perform all the duties of the terminated  
300 teacher (excluding co-curricular duties).

301 2. Thereafter, teachers will be selected from teacher groups with (4) to (9)  
302 continuous years of service in the District inclusive; then from teacher groups with  
303 (10) to (15) continuous years of service in the District inclusive; and then from such  
304 groups covering successive five-year periods.

305 B. A listing including all teachers, their certifications, years of continuous service from the  
306 date of last hire (the Date of Hire) with the District, and the Date of Hire will be posted in  
307 each school by November 1 by the office of the Superintendent unless otherwise mutually

308 agreed to by the Superintendent and Association President.

309 C. When a final determination as to the extent of reductions is known, notice of planned  
310 reductions shall be communicated to teachers by notice to the official representative of the  
311 Association, as set forth in writing and delivered to the Superintendent on or before April  
312 15 of each year.

313 D. The Board shall attempt to determine the number of resignations and retirements in any  
314 given year in order to avoid unnecessary terminations.

315 E. Teachers who are RIFed will be placed on a recall list for five (5) years. In order to  
316 exercise this right the teacher must indicate in writing within ninety (90) days of the notice  
317 of RIF, that he/she wishes to be placed on the recall list. Any teacher RIFed and indicating  
318 a desire for recall will be notified of any teaching vacancy which is of a full--time nature  
319 and lasting for one year or more. If the RIFed teacher is interested in the opportunity  
320 he/she must respond within fourteen (14) days from the date the notice of vacancy is sent to  
321 him/her. Failure to respond within fourteen (14) days from the date the notice of vacancy  
322 is sent will result in removal from the recall list.

323 F. A teacher indicating an interest in an opportunity will automatically be considered a  
324 finalist (one of not more than two to three candidates considered by the Superintendent for  
325 employment) for any position for which he/she is competent and fully qualified.

326 **Article VIII. MANAGEMENT RIGHTS**

327 A. The parties agree that all the rights and responsibilities of the Board which have not  
328 been specifically provided for in this agreement are retained in the sole discretion of the  
329 Board or its designee(s), whose right to determine and structure the goals, purposes,  
330 functions, and policies of the District without being subject to the grievance and arbitration  
331 procedures of this agreement shall include, but not be limited to, the following:

- 332 1. The right to direct employees, to determine qualifications, promotional criteria,  
333 hiring criteria, standards for work and to hire, promote, transfer, assign, retain  
334 employees in positions; to suspend, demote, discharge or take other disciplinary  
335 actions against an employee for proper and just cause, subject to the other  
336 provisions of this agreement, including grievance and arbitration;
- 337 2. The right to relieve an employee from duty because of lack of work or other  
338 legitimate reasons;

- 339                   3. The right to take such action as is in its judgment it deems necessary to maintain  
340                   the efficiency of District operations;
- 341                   4. The right to determine the means, methods, budgetary and financial procedures,  
342                   and personnel by which the operations are to be conducted;
- 343                   5. The right to take such actions as may be necessary to carry out the missions of  
344                   the District in case of emergencies;
- 345                   6. The right to make rules, regulations and policies not inconsistent with the  
346                   provisions of this agreement and to require compliance therewith; and
- 347                   7. The right to subcontract.

348 B.               Nothing in this Agreement shall be construed to limit the right of the Superintendent or  
349               other supervisory personnel to direct the teachers, as their judgment requires in any and all  
350               emergency situations as he/she deems to be appropriate.

351 C.               It shall be the right of the Association to present and process grievances of its members  
352               whose wages, hours or working conditions are changed in violation of this Agreement as  
353               specified in Article VI whenever such grievances exist.

354 **Article IX.   TEACHER RIGHTS**

355 A.               The Board agrees that every teacher shall have the right to freely organize and support  
356               the Association for the purpose of engaging in collective bargaining or negotiation. The  
357               Board will not discriminate against any teacher with respect to hours, wages, or any terms  
358               or conditions of employment on the basis of race, creed, color, religion, national origin,  
359               sex, marital status, handicap or age or by reason of his/her membership in the Association  
360               or collective negotiations with the Board; or his/her institution of any grievance, complaint  
361               or proceeding under this agreement or otherwise brought in good faith with respect to any  
362               terms or conditions of employment.

363 B.               The teacher or his/her designee (see appendix D) shall have the right to review the  
364               contents of his/her personnel records. Other examinations of a teacher's file(s) shall be  
365               limited to the School Board, the Superintendent, the supervising Principal, and such  
366               attorney for the Board or other designated, qualified person with a need to know for  
367               legitimate Board purposes or supervisory reasons. No material related to a teacher's job  
368               performance or behavior, including complaints originating after initial employment, will be  
369               placed in his/her personnel file unless the teacher has had an opportunity to review the

370 material. The teacher may submit a written notation regarding any material, and the same  
371 shall be attached to the file copy of the material to be placed in his/her file. If the teacher  
372 believes the material is inappropriate or in error, he/she may request that the material be  
373 corrected or expunged from the file, whichever is appropriate. When a teacher is requested  
374 to sign material placed in the file, the signature indicates that he/she has read the material,  
375 and the signature shall not be interpreted to mean agreement with the content of the  
376 material. Any person reviewing a teacher's file (including that teacher) shall sign and date  
377 a sheet attached to the file for this purpose.

378 C. It is the District's intent to hire a substitute whenever a teacher is absent. If a  
379 substitute is not available, the building administrator will make every effort to arrange for  
380 coverage.

381 **Article X. OTHER RIGHTS**

382 A. Association Rights

383 The Association shall have the right upon prior notice to the building principal to use a  
384 school building at reasonable times for meetings. The Association and its designated  
385 representatives, who shall be specified in writing to the appropriate Principal, shall have  
386 the right to use school equipment at reasonable times, when such equipment is not  
387 otherwise in use upon terms for reimbursement to be mutually determined by the  
388 Association and the Superintendent.

389 B. School Board Rights

390 If a teacher signs a contract for the following school year, he/she will, notwithstanding that  
391 fact, be released from that contract if such release is requested by that teacher prior to the  
392 last regular school day of the current fiscal year. After that date, the signed contract for the  
393 ensuing year will be honored. If, after that date, a teacher desires release from his/her  
394 contract, the Board reserves the right to withhold that release until such time as a suitable  
395 replacement has been obtained. Teachers resigning after the last regular day of school will  
396 be responsible for repayment of any staff development payments made by the District for  
397 courses or other benefits provided under Article V B, which courses or other benefits are in  
398 effect or become available after the last regular day of the school year, and for all costs  
399 incurred by the School District to obtain a replacement, not to exceed \$1,500.00. This  
400 includes but is not limited to: advertising, differential in salary, administrative time, etc.

401 In the event the reason for the failure to give notice prior to the last regular school day of  
402 that fiscal year is beyond the control of that teacher, then such repayment shall be limited  
403 to \$250.00.

404 **Article XI. COMPENSATION**

405 A. Salary 2007- 2010

406 1. Teachers will be paid in accordance with the Salary Schedules as shown on  
407 Appendix A and Appendix B of this Agreement.

408 B. Salary Schedule

409 1. The basic salaries of teachers covered by this agreement are set forth in  
410 Appendix A and nurses in Appendix B which are attached to and incorporated in  
411 this agreement. The Board will make every effort to hire teachers into the District  
412 on the salary schedule established under this Article X: A, 1 based upon the degree  
413 status, years of experience in teaching, and other relevant criteria, except for special  
414 circumstances. These schedules shall remain in effect during the term of this  
415 agreement. In the event the Board determines it is necessary to hire off schedule,  
416 including the hiring of any certified teacher who does not have a Bachelor's degree,  
417 the Superintendent will notify the President of the Kearsarge Regional Education  
418 Association in writing, of that fact.

419 2. Teachers shall be paid bi-weekly. Each teacher shall have the option of salary  
420 payments pro-rated on the basis of 22 or 26 pay periods. Teachers electing pay  
421 periods shall have the choice of receiving the balance of salary in a lump sum on  
422 the last day of school in June.

423 C. Graduate Credit Beyond the Master's Degree

424 1. Additional pay allowance of \$25 per credit hour for those credits earned after  
425 the attainment of a Master's Degree will be paid to a maximum of 30 credits. The  
426 graduate credit must be in accordance with the teacher's Professional Development  
427 Plan, except by special arrangements with the Superintendent of Schools.

428 2. It is the teacher's responsibility to notify the Superintendent by December 1 of  
429 any anticipated change in graduate credit beyond the Master's Degree for the next  
430 year.

431 3. Teachers who are in an approved Graduate degree program beyond the Master's



432 degree are not eligible for the additional pay allowance (per Article XI. C. 1.).

433 D. Additional Days

434 1. Any teacher asked and agreeing or required under the Supervision and  
435 Professional Development Model to work for the District within his/her  
436 certification beyond his/her contract will be paid at an hourly rate of the teacher's  
437 annual salary divided by a factor of 1400, up to a maximum of the annual salary at  
438 the Masters track step 7 divided by 1400.

439 E. Incentive Teams

440 1. The fundamental elements of the Incentive Plan are outlined in Appendix E.  
441 Appendix E. may be amended by the District Professional Development  
442 Committee.

443 2. The Incentive Plan provides for a \$2,000/yr. payment per participant for the  
444 successful participation on an Incentive Team. Incentive Team participation is  
445 voluntary. Team Incentive pay is different from and in addition to other  
446 compensation awards. Teachers on an Assistance Plan will not be eligible to  
447 participate on an Incentive Team. Those in their first year of employment in the  
448 District will not be eligible to participate on an Incentive Team.

449 3. A pool of funds of \$12,000 is designated to for the Incentive Team program.

450 F. Insurance Clause

451 In accordance with terms and conditions as set forth by the insurance providers, the  
452 following insurance benefits will be afforded:

453 1. Health Insurance

454 a) In 2007-08, the District will provide a payment of 88% of the cost of the  
455 HMO Plan. In 2008-09, the District will provide a payment of 86% of the  
456 cost of the HMO Plan. In 2009-2010, the District will provide a payment of  
457 85% of the cost of the HMO Plan.

458 b) In 2007-08, the District will provide a payment of 84% of the cost of the  
459 POS Plan. In 2008-09, the District will provide a payment of 81% of the  
460 cost of the POS Plan. In 2009-2010, the District will provide a payment of  
461 80% of the cost of the POS Plan.

462 c) Married couples employed by the District will contribute 0% toward the

- 463 cost of either a two-person or family plan.
- 464 e) Any change to the Plan in effect on July 1, 2007 shall be mutually
- 465 agreed upon.
- 466 2. Dental Insurance
- 467 a) The District shall provide 100% coverage for each employee and his/her
- 468 eligible dependents, Northeast Delta Dental Plans A and B with a \$50.00
- 469 deductible option and shall make available Dental Plans C and D with the
- 470 employee paying additional premium costs. In lieu of the above, the District
- 471 may provide equivalent or greater coverage from another carrier.
- 472 3. Death Benefit
- 473 a) The District will provide group term life insurance through such
- 474 company or plan as it deems appropriate in the face amount of one and a
- 475 half times the base salary not to exceed the limit of non-taxable benefit by
- 476 the I.R.S., payable to the beneficiary designated by the covered teacher.
- 477 4. Long Term Disability Insurance
- 478 a) The District shall provide long term disability insurance for each
- 479 employee. Ninety (90) days after being disabled the teacher shall receive 66
- 480 and 2/3 percent of their current salary. Teachers collecting disability
- 481 insurance may not receive sick day compensation.
- 482 G. Flexible Spending Account
- 483 1. Teachers may enroll in the Flexible Spending Account during the month of
- 484 August. Payment for subscriber's share of health insurance premium, any dental
- 485 costs, and payments for the care of dependents and medical procedures not covered
- 486 by the Group Health plan may be paid from this fund. This plan will be reviewed
- 487 when this contract expires.
- 488 H. Mileage Reimbursement
- 489 Approved mileage will be reimbursed per IRS mileage rate as of September 1 of the
- 490 preceding school year.
- 491 I. Early Retirement
- 492 1. Only full-time teachers who have a date of hire prior to December 31, 1992 and
- 493 who have not had a break in service since December 31, 1992 may submit a written

494 request for early retirement to the Board. This request for early retirement shall be  
495 dated and signed by the teacher and submitted by June 30th of the year preceding  
496 the year in which the retirement shall commence. For the 2007-08 school year, the  
497 deadline for applying for early retirement is July 30, 2007. The Board shall notify  
498 all applicants within ninety (90) days of the deadline.

499 2. All teachers who have taught in the District less than 1.0 FTE up until June 30,  
500 2007 will receive credit for those years as Full-Time Equivalent (FTE) years for the  
501 purpose of years of service only. This adjustment is for years of service only and  
502 not for calculation of benefits. Beginning July 1, 2007 all teachers who work less  
503 than 1.0 FTE will receive credit for years teaching based upon their contractual  
504 proportion of full time and are not considered full time.

505 3. Any Full-time Teacher who applies for early retirement by December 1, 2006  
506 and does not receive early retirement will be placed in chronological order by date  
507 of hire in subsequent years.

508 4. Any Full-time Teacher who has been less than Full time in the previous five (5)  
509 years who qualifies for and is granted early retirement, the retirement benefit will  
510 be figured as follows:

511 a) **Teacher ages 55-58 will be paid 30% of the average of the last five**  
512 **(5) years annual salary multiplied by the FTE average of the last five (5)**  
513 **years annually for a five (5) year period.**

514 b) **Teacher ages 59-63 will be paid 25% of the average of the last five**  
515 **(5) years annual salary multiplied by the FTE average of the last five (5)**  
516 **years annually until age 65.**

517 5. Any Full-time Teacher who is granted early retirement and who has taught 1.0  
518 FTE for five (5) continuous years prior to applying, the salary benefit will be:

519 a) **Teacher ages 55-58 will be paid 30% of the last year's salary**  
520 **annually for a five (5) year period.**

521 b) **Teacher ages 59-63 will be paid 25% of the last year's salary**  
522 **annually until age 65.**

523 6. Medical coverage will be provided up to a two person HMO plan, which will be  
524 available to the retired teacher from the plan offered by the district.. Each teacher is

525 obligated to pay the same co-payment amount as required of active full time  
526 teachers. If a teacher selects a plan other than the HMO plan, he/she is responsible  
527 for the difference in the premium amount; in other words, the district will pay only  
528 its portion of the two person HMO plan. If a teacher has worked less than full time  
529 within the last five (5) years the insurance benefit will be paid as follows: the  
530 average FTE over the past five (5) years times the district contribution.

531 7. Teachers who receive early retirement may work in the district less than full  
532 time or as a temporary employee. The employment will be consistent with the  
533 district's policy on contracted services.

534 8. If there are applicants, at least 4 (four) requests for early retirement per year  
535 shall be approved by the School Board. Applicant(s) with the greatest number of  
536 FTE years of continuous service shall be given first consideration.

537 9. Any Full-time Teacher who has a date of hire prior to December 31, 1992 will  
538 be given the option of early retirement or a \$2500 annual deposit into a tax-deferred  
539 annuity of the teacher's choice. Teachers electing the \$2500 annual deposit option  
540 are no longer eligible for any other early retirement benefits as described in this  
541 section. In order to receive the \$2500 deposit in the current school year, a Full-time  
542 Teacher must notify in writing the SAU of his/her intent and selection of the tax  
543 deferred annuity prior to October 31<sup>st</sup>. He/she will receive the deposit within ninety  
544 (90) days of the date of receipt by the SAU. Subsequent annual deposits will be  
545 made on or before July 10 of the year following the completion of the contract year.  
546 In order to receive this tax deferred annuity, a Full-time Teacher must notify the  
547 SAU in writing annually as to his/her selection of the tax deferred annuity by May  
548 15<sup>th</sup>.

549 J. Longevity

550 1. Teachers will receive longevity payment for continuous years of service within  
551 the District (including the pre-existing Warner and New London Districts) as an  
552 acknowledgement of proficiency in their profession.

553 2. Teachers who have had a step increase or step increases withheld will not  
554 receive credit for longevity payment for the year or years in which the step  
555 increases were withheld. Any teacher who has had more than two step increases

- 556 withheld will not be eligible for longevity pay.
- 557 3. Child-rearing, Sabbatical leaves, the Family and Medical Leave Act, and Long  
558 Term Disability absences of up to one (1) year, or longer at the discretion of the  
559 Board, will not be considered as a break in continuous service.
- 560 4. Notwithstanding the following, the longevity will be frozen at the 1994-95  
561 levels for all teachers. Teachers who did not receive a longevity payment in 1994-  
562 95 will not receive a payment under this Agreement, nor will any longevity  
563 payment be increased under this Agreement from the 1994-95 amounts.
- 564 5. Longevity will be paid according to the following formula:
- 565 a) 10th to 14th contract - \$ 300 per contract year
- 566 b) 15th to 19th contract - \$ 500 per contract year
- 567 c) 20th to 24th contract - \$ 750 per contract year
- 568 d) 25th and beyond - \$1,000 per contract year
- 569 6. Full-time Teachers hired after January 1, 1993 are eligible to receive the  
570 following:
- 571 7. A Full-time Teacher with fifteen (15) years of continuous service is eligible to  
572 receive \$1000 deposited annually in a tax-deferred annuity of the teacher's choice  
573 on or before July 10 following the completion of the sixteenth (16<sup>th</sup>) year of service.
- 574 8. A Full-time Teacher with twenty (20) years of continuous service is eligible to  
575 receive \$2000 deposited annually in a tax-deferred annuity of the teacher's choice  
576 on or before July 10 upon the completion of the twenty-first (21<sup>st</sup>) year of service.
- 577 9. In order to receive the tax deferred annuity in Article XI J 7 or 8, a Full-time  
578 Teacher hired after January 1, 1993 must notify the SAU in writing as to his/her  
579 choice of the tax deferred annuity by May 15<sup>th</sup>.

580 K. Co-curricular Activities

- 581 1. Advisors/coaches of co curricular activities shall receive a fixed stipend  
582 determined by the negotiated formula as outlined in Appendix C, which is attached  
583 to and incorporated in this agreement. The dollar amount will remain fixed for the  
584 term of this agreement. The listing of an activity does not constitute a commitment  
585 that the position will be filled. If additional positions are added, the rate of pay will  
586 be determined by the negotiated formula. This formula and schedule will remain in

587 effect during the term of this agreement.

588 **Article XII. APPROPRIATIONS**

589 Any agreement reached which requires the expenditure of public funds for its  
590 implementation shall not be binding upon the School Board unless and until the necessary  
591 appropriations have been made by the voters of the District.

592 **Article XIII. TEACHER EVALUATION**

593 A. The purpose of evaluation shall be the assessment and improvement of teacher  
594 performance in order to maintain a high quality of education. Both parties agree that  
595 teachers' relationships within the school with other teachers, student the public and school  
596 personnel are important.

597 B. The building principal or his or her designee will work with each new teacher to help  
598 him/her orient him/herself to the District. The building principal or his or her designee will  
599 work with all teachers individually to improve instruction throughout the District.  
600 Teachers will cooperate fully in this effort. All evaluations will be based on normal  
601 evaluation techniques and daily activities. Teachers will be evaluated using the Supervision  
602 and Professional Development Model. The Supervision and Professional Development  
603 Model does not contradict the terms of the collective bargaining agreement and does not  
604 change the terms and conditions of employment. Any changes to the Supervision and  
605 Professional Development Model must be mutually agreed upon.

606 C. Each teacher with fewer than three (3) years' experience in the Kearsarge Regional  
607 School District will be evaluated at least two (2) times each year. Thereafter, formal or  
608 informal evaluations will be made at least once each year.

609 D. The School Board reserves the right to withhold a teacher's pay increase and/or put a  
610 teacher on an Assistance Plan if performance deficiencies exist and are communicated to  
611 the teacher. The teacher will first be given written notification by his/her direct supervisor,  
612 either department head or principal, which will include examples or illustrations of  
613 deficiencies, expected corrections, and a reasonable time period in which to make the  
614 corrections. If the deficiencies still exist at the end of this time period, then written notice  
615 will be given to the teacher by his/her principal that the teacher may have a pay increase  
616 withheld and/or be placed on an Assistance Plan. All information forming the basis for  
617 withholding a pay increase or being placed on an Assistance Plan will be made available to

618 that teacher.

619 E. A teacher who disagrees with an evaluation that results in the withholding of a pay  
620 increase or being placed on an Assistance Plan as a result of that evaluation, may submit a  
621 written answer to be attached to the file copy of the evaluation. Evaluations may only be  
622 grieved under Article VI of this agreement based on alleged procedural violation.

623 F. If the contract of a tenured teacher is in jeopardy, or there is a possibility of having a  
624 pay increase withheld, the teacher will be notified in writing not later than February 1. If  
625 the contract of a tenured teacher is not to be renewed, or an increase is to be withheld in  
626 whole or in part, the teacher will be notified in writing on or before April 15.

627 **Article XIV. JUST CAUSE**

628 A. A tenured teacher shall not be warned, disciplined, discharged, or non-renewed without  
629 just cause.

630 B. Notwithstanding Section A. of this article, any employee who is determined through the  
631 exercise of reasonable care by the administration to constitute a potential danger or threat  
632 to the health, safety, or welfare of any student or staff member or is determined to  
633 contribute to situations where the District or its employees would be exposed to legal  
634 liability from the employee's conduct may be relieved of his/her job duties and  
635 responsibilities with pay. Except in cases of emergency this would include the initiation of  
636 an investigation.

637 C. Any employee relieved of duties and responsibilities under Section B of this article is  
638 entitled to appeal directly to the School Board in accordance with the grievance procedure  
639 provided for in this Agreement. The standard used by the School Board in evaluating the  
640 decision of the Administration in the situation is whether or not there are facts and  
641 evidence which should allow a reasonable person under the same circumstances to make  
642 the decision that is being reviewed.

643 D. An employee returned to work after a suspension under this section, and upon finding  
644 no wrong doing, all district files shall be expunged of any material adverse to the  
645 employee's interests and shall not be used in evaluation.

646 **Article XV. VACANCIES, TRANSFERS, AND REASSIGNMENTS**

647 A. Notice of teacher vacancies within the Supervisory Union will be posted on the official  
648 bulletin board in each school for seven (7) calendar days. Such notices shall contain date of

649 posting and the date until which applications will be accepted.

650 B. Teachers who desire a change in grade and/or subject assignment or who desire to  
651 transfer to another building within the SAU may file a written statement of such desire with  
652 the Superintendent no later than May 1. Such statement shall include the grade and/or  
653 subject to which teacher desires to be assigned and the school or schools to which the  
654 transfer is desired, in order of preference.

655 **Article XVI. SCHOOL DAY**

656 A. The School Day shall be seven and three quarters (7 3/4) hours in duration. Teachers  
657 are required to be on site during the School Day, unless otherwise authorized by  
658 Administration. All teachers shall be provided with a daily duty free preparation time of  
659 one period (a minimum of 40 minutes), and a duty free lunch. If the School Day is  
660 modified the preparation time will be adjusted.

661 B. Teachers shall participate in District professional activities consisting of up to two (2)  
662 sessions per quarter. These activities will: 1) not exceed two (2) hours in length, 2) end by  
663 5:30 PM, and 3) not be scheduled on Friday, Saturday, Sunday, or the day before a school  
664 holiday. These professional activity dates will be scheduled on the approved school  
665 calendar by April 1 of the preceding school year. Teachers who are designated for  
666 attendance will not participate in other school activities until after the professional activity  
667 has been adjourned.

668 C. Staff meetings are held on the first and third Wednesdays of each month during the  
669 school year. All staff is required to attend. There will be no school, Association or District  
670 activities scheduled during staff meeting times, except at the discretion of the  
671 Superintendent or designee.

672 D. Association meetings are held on the second Wednesdays of each month during the  
673 school year. There will be no school or District activities scheduled during Association  
674 meeting times, except at the discretion of the Association President or designee. The  
675 Association President will notify the Superintendent of any exceptions.

676  
677 **Article XVII. ALCOHOL AND DRUG-FREE WORKPLACE**

678 The Association and District recognize and support the value of a drug and alcohol free  
679 work environment.



680 **Article XVIII. CONTRACT YEAR**

681 The contract year is one hundred and eighty-eight (188) days: 180 days of instruction, eight  
682 (8) other days of non-instructional activity such as curricular development, advising of  
683 students, parental conferences, preparation for the school year, school closure activities,  
684 etc.

685 **Article XIX. SAVING CLAUSE**

686 If any article or part of the Agreement is held to be invalid by operation law or by tribunal  
687 of competent jurisdiction, or if compliance with or enforcement of any article or part  
688 should be restrained by such tribunal, the remainder of the Agreement shall not be affected.

689 **Article XX. DURATION**

690 This Agreement will be effective as of July 1, 2007 and remain in full force and effect until  
691 June 30, 2010. Thereafter, the terms of this Agreement as they exist on June 30, 2010,  
692 shall continue in effect until a successor Agreement has been ratified.

693 **Article XXI. INTENT**

694 A. This Agreement constitutes the entire Agreement between the parties. During the term  
695 of this Agreement, neither party will be obligated to bargain with respect to any subject or  
696 matter covered or referred to in this Agreement or with respect to any subject or matter not  
697 specifically covered by it. In reaching this Agreement, the parties have considered all  
698 matters lawfully subject to collective bargaining. The Board further agrees not to negotiate  
699 with any individual, teacher's group or organization other than the KREA in regard to any  
700 matter covered by this Agreement.

701 B. This Agreement may not be modified in whole or in part, by deletion or addition to,  
702 except by an instrument in writing duly executed by both parties.

703 C. This Agreement may be reopened upon mutual consent of the Kearsarge Regional  
704 Education Association and the Kearsarge Regional School Board.

Appendix A

Kearsarge Regional School District Salary Schedule  
2007-08, 2008-09, 2009-10

**2007-08**

Step	BA	\$31,862	BA +15	BA +30		MA	CAGS, DOC			
1	1.000	\$31,862	1.037	33,041		0	1.125	35,845	1.162	\$37,024
2	1.050	33,455	1.087	34,634		0	1.175	37,438	1.212	\$38,617
3	1.100	35,049	1.137	36,227		0	1.225	39,031	1.262	\$40,210
4	1.150	36,642	1.187	37,821		0	1.275	40,624	1.312	\$41,803
5	1.200	38,235	1.237	39,414		0	1.325	42,218	1.362	\$43,397
6	1.250	39,828	1.287	41,007		0	1.375	43,811	1.412	\$44,990
7	1.300	41,421	1.337	42,600		0	1.425	45,404	1.462	\$46,583
8	1.350	43,014	1.387	44,193		0	1.475	46,997	1.512	\$48,176
9	1.400	44,607	1.437	45,786		0	1.525	48,590	1.562	\$49,769
10			1.487	47,379		0	1.575	50,183	1.612	\$51,362
11			1.537	48,972		0	1.625	51,776	1.662	\$52,955
12			1.587	50,566	1.610	51,298	1.675	53,369	1.712	\$54,548
13							1.725	54,963	1.762	\$56,141
14							1.775	56,556	1.812	\$57,735
15							1.825	58,149	1.862	\$59,328
16							1.875	59,742	1.912	\$60,921

**2008-09**

Step	BA	\$34,125	BA +15	BA +30		MA	CAGS, DOC			
1	1.000	\$34,125	1.037	35,387		0	1.125	38,390	1.162	\$39,653
2	1.050	35,831	1.087	37,093		0	1.175	40,096	1.212	\$41,359
3	1.100	37,537	1.137	38,800		0	1.225	41,803	1.262	\$43,065
4	1.150	39,243	1.187	40,506		0	1.275	43,509	1.312	\$44,771
5	1.200	40,949	1.237	42,212		0	1.325	45,215	1.362	\$46,478
6	1.250	42,656	1.287	43,918		0	1.375	46,921	1.412	\$48,184
7	1.300	44,362	1.337	45,625		0	1.425	48,628	1.462	\$49,890
8	1.350	46,068	1.387	47,331		0	1.475	50,334	1.512	\$51,596
9	1.400	47,774	1.437	49,037		0	1.525	52,040	1.562	\$53,303
10			1.487	50,743		0	1.575	53,746	1.612	\$55,009
11			1.537	52,449		0	1.625	55,452	1.662	\$56,715
12			1.587	54,156	1.610	54,941	1.675	57,159	1.712	\$58,421
13							1.725	58,865	1.762	\$60,127
14							1.775	60,571	1.812	\$61,834
15							1.825	62,277	1.862	\$63,540
16							1.875	63,984	1.912	\$65,246

**2009-10**

Step	BA	\$36,684	BA +15	BA +30		MA	CAGS, DOC			
1	1.000	\$36,684	1.037	38,041		0	1.125	41,269	1.162	\$42,627
2	1.050	38,518	1.087	39,875		0	1.175	43,104	1.212	\$44,461
3	1.100	40,352	1.137	41,710		0	1.225	44,938	1.262	\$46,295
4	1.150	42,186	1.187	43,544		0	1.275	46,772	1.312	\$48,129
5	1.200	44,021	1.237	45,378		0	1.325	48,606	1.362	\$49,963
6	1.250	45,855	1.287	47,212		0	1.375	50,440	1.412	\$51,798
7	1.300	47,689	1.337	49,046		0	1.425	52,275	1.462	\$53,632
8	1.350	49,523	1.387	50,881		0	1.475	54,109	1.512	\$55,466
9	1.400	51,357	1.437	52,715		0	1.525	55,943	1.562	\$57,300
10			1.487	54,549		0	1.575	57,777	1.612	\$59,134
11			1.537	56,383		0	1.625	59,611	1.662	\$60,969
12			1.587	58,217	1.610	59,061	1.675	61,446	1.712	\$62,803
13							1.725	63,280	1.762	\$64,637
14							1.775	65,114	1.812	\$66,471
15							1.825	66,948	1.862	\$68,305
16							1.875	68,782	1.912	\$70,140

## Appendix B

### Kearsarge Regional School District Nurse Salary Schedule 2007-08, 2008-09, 2009-10

Yrs at KRSD 2007-08	0-4 Yrs Nursing	5-9 Yrs Nursing	10-14 Yrs Nursing	15-19 Yrs Nursing	20+ Yrs Nursing
0	\$33,510	\$34,997	\$36,488	\$37,977	\$39,467
1	\$34,205	\$35,693	\$37,184	\$38,673	\$40,163
2	\$34,900	\$36,388	\$37,878	\$39,367	\$40,857
3	\$35,595	\$37,083	\$38,574	\$40,063	\$41,553
4	\$36,290	\$37,778	\$39,270	\$40,759	\$42,248
5	\$36,986	\$38,473	\$39,964	\$41,453	\$42,943
6	\$37,681	\$39,168	\$40,660	\$42,149	\$43,639
7	\$38,376	\$39,864	\$41,354	\$42,843	\$44,333
8	\$39,071	\$40,559	\$42,050	\$43,539	\$45,029
9	\$39,766	\$41,254	\$42,745	\$44,234	\$45,723
10	\$40,462	\$41,949	\$43,440	\$44,929	\$46,419
11	\$41,156	\$42,644	\$44,136	\$45,623	\$47,115
12	\$41,852	\$43,340	\$44,830	\$46,319	\$47,809
13	\$42,547	\$44,034	\$45,526	\$47,015	\$48,505

2008-09	0-4 Yrs Nursing	5-9 Yrs Nursing	10-14 Yrs Nursing	15-19 Yrs Nursing	20+ Yrs Nursing
0	\$35,889	\$37,482	\$39,079	\$40,674	\$42,270
1	\$36,633	\$38,227	\$39,824	\$41,419	\$43,015
2	\$37,378	\$38,972	\$40,568	\$42,162	\$43,758
3	\$38,122	\$39,716	\$41,313	\$42,907	\$44,503
4	\$38,867	\$40,461	\$42,058	\$43,652	\$45,247
5	\$39,612	\$41,204	\$42,801	\$44,396	\$45,992
6	\$40,356	\$41,949	\$43,547	\$45,141	\$46,737
7	\$41,101	\$42,694	\$44,290	\$45,885	\$47,481
8	\$41,845	\$43,438	\$45,035	\$46,630	\$48,226
9	\$42,590	\$44,183	\$45,780	\$47,375	\$48,970
10	\$43,335	\$44,927	\$46,524	\$48,119	\$49,715
11	\$44,078	\$45,672	\$47,269	\$48,863	\$50,460
12	\$44,823	\$46,417	\$48,013	\$49,608	\$51,204
13	\$45,567	\$47,161	\$48,758	\$50,353	\$51,949

2009-10	0-4 Yrs Nursing	5-9 Yrs Nursing	10-14 Yrs Nursing	15-19 Yrs Nursing	20+ Yrs Nursing
0	\$38,581	\$40,293	\$42,010	\$43,724	\$45,440
1	\$39,381	\$41,094	\$42,811	\$44,525	\$46,241
2	\$40,182	\$41,895	\$43,610	\$45,325	\$47,040
3	\$40,981	\$42,694	\$44,411	\$46,125	\$47,841
4	\$41,782	\$43,495	\$45,212	\$46,926	\$48,641
5	\$42,583	\$44,295	\$46,012	\$47,726	\$49,442
6	\$43,383	\$45,096	\$46,812	\$48,527	\$50,242
7	\$44,183	\$45,896	\$47,612	\$49,326	\$51,042
8	\$44,983	\$46,696	\$48,413	\$50,127	\$51,843
9	\$45,784	\$47,497	\$49,214	\$50,928	\$52,643
10	\$46,585	\$48,297	\$50,013	\$51,728	\$53,443
11	\$47,384	\$49,097	\$50,814	\$52,527	\$54,244
12	\$48,185	\$49,898	\$51,614	\$53,328	\$55,044
13	\$48,985	\$50,698	\$52,415	\$54,129	\$55,845

A Nurse with a state certification as a Health Educator may be placed on the teachers' salary schedule at the step that is the nearest dollar equivalent but in no case lower than he/she would have received had he/she remained on the nurses' salary schedule. A nurse with less than a BA/BS in nursing will be paid \$1,500 less than the scheduled step. A nurse with a master's degree in nursing will be paid \$1,500 more than the scheduled step.

## Appendix C

High School		Math Team, HS	\$1,225.00	Basketball, Boys Intra Asst	\$980.00
Art Club	\$980.00	Musical Music Dir/Pianist	\$1,715.00	Basketball, Girl's A	\$3,185.00
Awareness Day	\$2,205.00	Musical Stage Dir	\$2,205.00	Basketball, Girls B	\$2,450.00
Band, HS	\$2,940.00	Musical Tech Dir	\$1,225.00	Basketball, Girls B	\$2,450.00
Baseball, JV	\$2,940.00	National Honor Society	\$1,225.00	Basketball, Girls Intra	\$1,470.00
Baseball,V	\$3,430.00	Project Climb, Advisor	\$2,695.00	Basketball, Girls Intra Asst	\$980.00
Basketball, B JV	\$3,185.00	Project Climb, Advisor	\$2,695.00	Basketball, Girls Intra Asst	\$980.00
Basketball, B Reserve	\$2,450.00	Project Climb, Advisor	\$2,695.00	Cheerleading,MS	\$2,450.00
Basketball, B V	\$4,165.00	Ski Team, Asst	\$2,450.00	Chorus, MS	\$1,960.00
Basketball, G JV	\$3,185.00	Ski, Alpine	\$3,430.00	Cross Country, Coach MS	\$2,450.00
Basketball, G Reserve	\$2,450.00	Ski, Nordic	\$3,430.00	Destination Imagination	\$1,715.00
Basketball, G V	\$4,165.00	Soccer, B JV	\$3,185.00	Drama Tech. Director	\$1,225.00
Cheerleading, Fall	\$1,470.00	Soccer, B V	\$3,675.00	Drama,Stage Director	\$2,205.00
Chorus, Accompanist	\$735.00	Soccer, G JV	\$3,185.00	Field Hockey, A MS	\$2,450.00
Chorus, HS	\$2,450.00	Soccer, G V	\$3,675.00	Field Hockey, B MS	\$2,205.00
Class Advisor, Fresh	\$735.00	Softball, JV	\$2,940.00	Golf Club	\$1,225.00
Class Advisor, Junior	\$1,470.00	Softball, V	\$3,430.00	Math Team, MS	\$1,225.00
Class Advisor, Senior	\$2,695.00	Spirit, Winter	\$2,695.00	Musical Stage Director	\$2,205.00
Class Advisor, Soph	\$735.00	Student Council Adv.,HS	\$1,470.00	Musical Tech Director	\$1,225.00
Cross Country,B	\$3,430.00	Tennis, B	\$3,185.00	Newspaper	\$980.00
Cross Country,G	\$3,430.00	Tennis, G	\$3,185.00	Soccer, Boys A MS	\$2,940.00
Drama Stage Dir.	\$2,205.00	Track and Field	\$4,165.00	Soccer, Boys B MS	\$2,205.00
Drama Tech Dir	\$1,225.00	Track and Field Asst-1	\$2,695.00	Soccer, Boys B MS	\$2,205.00
Earth club	\$735.00	Track and Field Asst-2	\$2,695.00	Soccer, Girls A MS	\$2,940.00
Field Hockey JV	\$2,940.00	Track and Field Asst-3	\$2,695.00	Soccer, Girls B MS	\$2,450.00
Field Hockey, V	\$3,430.00	Track, Winter	\$2,695.00	Soccer, Girls B MS	\$2,450.00
Football, Asst, 1	\$2,695.00	Yearbook, HS	\$2,695.00	Softball, A MS	\$2,450.00
Football, JV	\$2,695.00			Softball, B MS	\$1,960.00
Football, V	\$3,920.00	Middle School		Student Council Advisor	\$980.00
Golf, JV	\$2,205.00	Activity 1	\$1,225.00	Track and Field, A MS	\$2,695.00
Golf, V	\$3,185.00	Band, MS	\$2,205.00	Track and Field, Asst MS	\$1,470.00
Kung Fu	\$1,470.00	Baseball A	\$2,205.00	Track and Field, Asst MS	\$1,470.00
Lacrosse, B JV	\$3,185.00	Baseball A	\$2,205.00	Track and Field, Asst MS	\$1,470.00
Lacrosse, B V	\$3,675.00	Basketball, Boys A	\$3,185.00	Track and Field, B MS	\$1,960.00
Lacrosse, G JV	\$3,185.00	Basketball, Boys B	\$2,450.00	Yearbook, MS	\$1,960.00
Lacrosse, G V	\$3,675.00	Basketball, Boys B	\$2,450.00		
Math Intermediate	\$1,225.00	Basketball, Boys Intra	\$1,470.00		
		Basketball, Boys Intra Asst	\$980.00		

All stipends were derived according to the values in six categories below. The advantage of this system is that there is now a formula that fairly determines compensation for the present and future activities. All stipends are level funded for the term of the contract.

Number of Participants	Hours per week in season	Hours outside per week in season
0 to10	1	0
11 to 20	2	1
21 to 40	3	2
41 to 60	4	3
61+	5	4
		5

Number of Public Events	Number of paid Assistants	Length of Season/weeks
0	0	0 to 4
1 to 5	1	5 to 9
6 to 10	2	10 to 14
11 to 19	3	15 to 19
20+	4	20+

Agreement between Kearsarge Regional School Board  
and the Kearsarge Regional Education Association  
2007-2010

Appendix D

DESIGNATION FORM TO REVIEW PERSONNEL RECORDS

I designate \_\_\_\_\_ to be my attorney-in-fact for the purpose of the review of my complete personnel file.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_ Witness:

Note: Access will be provided within 48 hours from the receipt of this form. The hours referred to include only business days. If copies of materials are required, they will be provided at the standard cost per copy.

**Incentive Plan**

<b>CRITERIA</b>	<b>EXCELLENCE INDICATORS</b>
Stated Objectives:	<ul style="list-style-type: none"> <li>· specifically limited (no more than 4)</li> <li>· measurable and observable</li> <li>· bounded within a specific time frame</li> <li>· accurately reflects and supports the intended audience</li> <li>· concise and realistic</li> <li>· clearly contributes and relates to SIP goals and efforts</li> </ul>
Specific strategies	<ul style="list-style-type: none"> <li>· action statements</li> <li>· completion is clearly identifiable</li> <li>· ambitious (stretches us) and achievable</li> <li>· evidence of contribution toward stated objective</li> <li>· specifically limited (no more than 4)</li> <li>· directly supports local efforts (district)</li> </ul>
Desired results:	<ul style="list-style-type: none"> <li>· observable within a specific time frame</li> <li>· measurable (data would provide evidence of achievement)</li> <li>· quantitative and qualitative</li> <li>· identifies process outcome(s)</li> <li>· must relate to objective</li> </ul>
Anticipated impact:	<ul style="list-style-type: none"> <li>· contributes to systemic change</li> <li>· responsive to dynamic nature of educational improvement</li> <li>· directly links to local efforts (district)</li> <li>· mobilizes increased resources for education at the local level</li> <li>· students are better prepared for life in some specific ways</li> </ul>
Resource Needs:	<ul style="list-style-type: none"> <li>· identifies a variety of resources (not just dollars)</li> <li>· leverages resources within the system</li> <li>· specifically stated</li> <li>· long quarter and short quarter (sustainability)</li> </ul>
Time lines/bench marks:	<ul style="list-style-type: none"> <li>· realistic and doable</li> <li>· covers a 1 year period</li> <li>· established milestones</li> <li>· provides for revisions</li> <li>· has identifiable start and end date</li> </ul>
Persons responsible:	<ul style="list-style-type: none"> <li>· team members</li> </ul>



## Appendix F Definitions

**Date of Hire:** The most recent date hired by the District.

**Years of Continuous Service:** Years covered by the Collective Bargaining Agreement without a Break in Service.

Break in Service:

1. A Sabbatical Leave in excess of one (1) school year.
2. Child Rearing Leave in excess of one (1) year unless approved by the Superintendent.
3. Child Rearing Leave in excess of two (2) years.
4. Resignation, termination, not signing a teaching contract by the prescribed date.

**Signature Page**

IN WITNESS WHEREOF the parties have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, for the school year 2007-2010.

KEARSARGE REGIONAL EDUCATION ASSOCIATION

by  
Committee Chairperson

by  
KREA President

KEARSARGE REGIONAL SCHOOL BOARD

by  
Committee Chairperson

by  
KRSB Chairperson

by  
Superintendent of Schools