

Agreement

(Approved by voters on March 9, 2010)

Effective July 1, 2010

Between

KEARSARGE REGIONAL SCHOOL BOARD

and

PARA EDUCATORS ASSOCIATION of KEARSARGE

PEAK

2010-2013

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PREAMBLE

This Agreement entered into as of December 10, 2009 by and between the Kearsarge Regional School Board, (hereinafter called the "Board"), and the Para-Educators at Kearsarge (P.E.A.K.) affiliated with NEA-New Hampshire and the National Education Association, (hereinafter called the "Union" or "Association").

ARTICLE 1 – RECOGNITION

- 1.1 For the purpose of collective bargaining negotiations, the Board recognizes the Association as the exclusive representative of all bargaining unit employees employed by the Kearsarge Regional School District.
- 1.2 The term "Employee" shall include any individual employed by the Board who is classified as: All full-time and regular part-time paraprofessionals and aides as defined in the general job descriptions (shown in Exhibit 1), to include positions previously referred to as instructional, inclusion, special education, media service, assistant nursing and Title I; and excluding all custodial, clerical, food service employees as well as all other district employees.

ARTICLE 2 - PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

- 2.1. Initiation of Negotiations- Either party desiring to bargain shall serve written notice of its intention on the other party on or before May 1 of the year before the expiration of this agreement. Negotiations shall be conducted in accordance with RSA 273-A.
- 2.2. Scope of Negotiations- During negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. The Board and the Association will make available to one another for inspection all pertinent non-confidential records, dates, and information used in developing proposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- 2.3. A copy of any agreement reached hereunder will be filed by the Board with the PLERB within fourteen (14) days of its execution.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.1 The School Board, subject only to the express language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the unrestricted right (a) to direct and manage all activities of the School District; (b) to direct the work of employees; (c) to hire, promote, transfer, assign and retain employees in positions within the School District, to non-renew employees, and to suspend, demote, discharge, withhold wage increases, or take any other disciplinary action against the employees; (d) to act unilaterally, including by adoption of rule or regulation, on any and all matters not excluded by RSA 273-A, provided said act, rule or regulation, does not conflict with or violate any of the express terms of this Agreement; (e) to maintain the efficiency of government operations; (f) to relieve employees from duties because of lack of work or for other reasons; (g) to determine the methods, means and personnel by which operations are to be conducted; (h) to contract with companies or agencies for services to be provided by employees of those companies or agencies, including services that otherwise might be performed by bargaining unit employees; and (i) to take actions as may be necessary to carry out the mission of the District in emergencies.
- 3.2 The parties understand that the School Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in him/her; and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either. The term “law” as used above shall include, but not be limited to, regulations lawfully adopted by the New Hampshire State Board of Education.
- 3.3 As to every matter not covered by this Agreement, and except as expressly or directly modified by clear language of a specific provision in this Agreement, the School Board and the Superintendent retain exclusively to themselves all rights and powers that now or may hereafter be granted by law and shall exercise the same without such exercise being the subject of a grievance or arbitration.

ARTICLE 4 – ASSOCIATION RIGHTS

- 4.1 The Association will have the right to use school buildings at reasonable times, without cost, for meetings. Notice for the use of buildings will be made to the Building Principal in advance and subject to administrative approval. Such approval shall not be unreasonably withheld. Representatives of the Association shall have the right to transact business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations and/or with instructional activities.
- 4.2 The Association will, upon request, be given an opportunity at the August and June SAU wide meetings to present brief reports and announcements.

- 4.3 The Association will have the right to post notices of its activities and matters of employee concern in employee work locations and shall have the use of the employee mail box system, e-mail service, and intra school mail system. The e-mail service use shall be subject to and consistent with any and all school internet and electronic device policies.
- 4.4 The Association may use school equipment normally used by employees for Association activities. However, expendable material such as paper products will be at the expense of the Association.
- 4.5 The District agrees to deduct membership dues for the Para-Educators at Kearsarge, NEA/NH, from the wages of bargaining unit employees, in equal installments, provided the employee has authorized such deduction. The Association will provide the list of participants on September 15th and a complete and final list of their participants by November 1st and revisions to that list shall be submitted on the closest business day to January 5th and April 1st. The Association will keep the District informed of the correct name and address of the Association Treasurer and will certify to the District, in writing, the current rate of its membership dues. The district will forward said dues to the Association Treasurer.
- 4.6 The District will provide to the Association on the closest business day to September 1st, October 15th and March 1st a list of all bargaining unit employees. If the district fails to provide the list as agreed, the Association will file a request in writing for the information. The district will respond in a timely fashion.

ARTICLE 5 - EMPLOYEE RIGHTS

5.1 Rights of Employment

This contract shall be construed and interpreted to comply with existing state and federal laws or other applicable regulations as they apply to both the employee and the employer.

5.2 Employee Discipline

It is the intent of the school district to normally use progressive discipline whose goal is to correct and modify behavior rather than punish. Normally discipline will proceed through the following steps depending upon the nature and severity of the infraction: oral warning, written warning, suspension without pay, and discharge. The parties agree that discipline shall be appropriate to the infraction, and will include a course of correction as determined appropriate by management. 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 employee."

5.2.1. If an employee returned to work after a suspension under this section, and upon finding no wrong doing, all District files shall be expunged of any material related to the suspension which is adverse to the employee's interests and shall not be used in an evaluation.

5.3 Subject to the language of this Agreement, the decision whether to suspend or discharge an employee shall rest with the Superintendent or his/her designee.

| 5.4 Non-Discrimination

The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system 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, sex, domicile, marital status, sexual orientation, disability, handicap, age, membership, and/or activity in the Association.

5.5 Individual Contracts

Individual contracts shall be issued annually no later than June 30th of each year and shall include at least the following information: the employee's expected position, track and step, longevity (years/payment if any), hours per day, days per year, total per hour amount and pay period. Job descriptions will be available at the SAU offices and may be accessible on line. Any individual contract between the Board and any individual employee, hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, it shall be considered invalid and this Agreement shall be controlling (stipend positions, e.g. coaching, are not covered by or subject to this agreement).

5.5.1 Para educators will be hired at step determined by the administration appropriate to their qualifications.

5.6 Performance Evaluation

Employees will have at least one written evaluation annually conducted by their building principal in consultation with their immediate supervisor. Employees will sign and be given a copy of the evaluation and may submit a written response to be attached to the evaluation.

5.7 Retirement

All employees who work 35 or more hours a week on a regularly scheduled bases and meet the minimum eligibility as a non-teacher for membership in the New Hampshire Retirement System (NHRS) shall be enrolled in the NHRS.

5.8 Employees that retire from Kearsarge Regional School District/ SAU #65 and who have attained the age of 58 will be entitled to the following retirement bonus:

10-14 years with the District	\$100 per year of service
15-19 years with the District	\$125 per year of service
20+ years with the District	\$150 per year of service

The bonus will be paid out with the retiring employee's last payroll check. Employees that are hired prior to June 30, 2010 will be eligible to receive this benefit upon retirement. If a "grandfathered" employee leaves the district, they revoke their eligibility for this benefit; this applies even in cases where that employee subsequently is rehired by the district. Employees, in order to receive this benefit, must notify the school district in writing on or prior to November 1st of the fiscal year they plan to retire. For example, if an employee plans to retire on June 30, 2011, he/she must notify the school district by November 1, 2010. Employees, who notify and don't retire, revoke their eligibility for this benefit. The board may make an exception to the loss of eligibility based on hardship.

5.9 Certification or Licensing

In the event the Board requires as a condition of employment currently employed assistants to be certified by the New Hampshire Department of Education, the Board agrees to pay fees associated with the initial certification to the Department of Education.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.1 Definition

A "grievance" is a claim by the Association for the employee or itself based upon an allegation that there has been a violation of any of the provisions of this Agreement. An "aggrieved employee" is the person or persons making the claim. All time limits specified in this Article shall mean calendar days, excluding holidays and Sundays.

6.2 Purpose

The parties acknowledge that it is more desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing and referred to the following grievance procedure.

6.3 Right to Representation

An employee covered by this Agreement shall have the right to have an Association representative present at any time. Once a grievance is reduced to writing, the Association shall have the right to be present and to present its position at all meetings concerning said grievance, and shall receive a copy of all decisions rendered.

6.4 Formal Procedure

1. A grievance, to be considered under this procedure, must be initiated by the employee within ten (10) calendar days from the time when the aggrieved knew or should have known of its occurrence.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
3. Level One – Principal or Immediate Supervisor
 - a) An employee who has a grievance shall discuss it first with his/her immediate supervisor, if applicable, in an attempt to resolve the matter informally at that level.
 - b) If, as a result of the discussion, the matter is not resolved to the satisfaction of the Association within five (5) school days, the association shall set forth the grievance in writing to the principal or immediate supervisor, specifying:
 - 1) the nature of the grievance and date of occurrence
 - 2) the nature and extent of injury, loss, or inconvenience, the results of previous discussions, and
 - 3) the Association's dissatisfaction with decisions previously rendered.

The principal or immediate supervisor shall communicate his/her decision to the employee, in writing within five (5) school days of the receipt of the written grievance.

4. Level Two – Superintendent or Superintendent's Designee

The Association, no later than ten (10) school days after receipt of the principal's or immediate supervisor's decision, may appeal the decision to the Superintendent or designee. This appeal must be in writing and must include copies of all written materials exchanged in step one and a statement of dissatisfaction with the decision rendered. The Superintendent or designee shall meet with the employee to attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days after receipt of the Association's grievance. The Superintendent or designee shall communicate his/her decision in writing to the employee and principal or immediate supervisor within seven (7) days.

5. Level Three – School Board

If the grievance is not resolved to the Association's satisfaction at level two, it, has no later than seven (7) school days after receipt of the level two decision, to request a review by the School Board. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the School Board. The School Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, or upon request of the grievant, hold a hearing with the Association within ten (10) days and render a decision in writing within thirty (30) calendar days of the receipt of the grievance by the School Board, or if the hearing with the employee, whichever comes later. The hearing will be held in nonpublic session consistent with the NH RSA 91-A (Right-to-Know-Law).

6. Level Four – Arbitration

If the Association determines the matter should be arbitrated, it shall, in writing, so advise the Board through the Superintendent within ten (10) school days of the receipt of the Board's decision.

- 6.5 The following procedure shall be used to secure the services of an arbitrator.
- a) The parties will attempt to agree upon a mutually satisfactory third party to serve as an arbitrator. If no agreement is reached within ten (10) school days following receipt of the request for arbitration, either party may request the American Arbitration Association, pursuant to its rules, to submit to the Association and the superintendent rosters of persons qualified to function as an arbitrator.
 - b) The arbitrator shall limit himself/herself to the issues submitted and shall consider nothing else. He shall be bound by and must comply with the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.
 - c) The cost for the services of the arbitrator, including per diem expenses, actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the School District and the Association.
- 6.6 The arbitrator's decision shall be binding on both parties. The arbitrator shall issue his recommendations for settlement of the grievance to the District and the Association within thirty (30) calendar days after close of the arbitrator's hearing.
- 6.7 The time periods specified in this procedure may be extended by mutual written agreement of the parties. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) may permit the Association to proceed to the next level. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the

decision rendered at that step. Failure at any step of this procedure to render a decision within the specified time limits shall permit the grievant to proceed to the next level immediately.

- 6.8 Grievance(s) of a general nature, or involving the Superintendent, may be submitted by the Association to Level two.
- 6.9 All documents, communications and records specifically dealing with the processing of a grievance may be filed, but must be filed separately from the personnel files of the participants and shall not be forwarded or referred to in communication with any prospective employer. If a disciplinary action results in a grievance, that action and related documentation may be part of the personnel file exclusive of the grievance.

ARTICLE 7 –PERSONNEL MATTERS

- 7.1 Verbal or written complaints regarding an employee made to any member of the Administration by any parent, student or other person which is to be placed in any personnel file or which may be used to evaluate or discipline an employee shall be promptly investigated. The employee shall be given prompt notice of such complaint and shall be given the opportunity to respond to the complaint. Unsubstantiated complaints shall not be placed in an employee's file.
- 7.2 Each employee shall be entitled to access to his/her personnel file. This review shall take place during an agreed upon time; requests to examine the file need to be made to the superintendent or his/her designee at least 24 hours prior and shall not be unreasonably withheld. The employee may, if he/she wishes, have a representative of the Association accompany him/her during such review.
- 7.3 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 a part of said employee's file. Reproductions of such material may be made by hand or copying machine, if available.
- 7.4 No material will be placed in an employee's personnel file without written or electronic notification to the employee
- 7.5 The Board agrees to maintain, as part of its general policy manual, job descriptions for members of the bargaining unit; said policy manual to be made available to each member of the bargaining unit and any new employee. Whenever the District contemplates any changes in job description, the District will notify the Association on the planned action.

ARTICLE 8 – WORK DAYS AND WORK HOURS

8.1 School Calendar

In the first year of the contract, the contract year is one hundred ninety (190) days: 180 days of instruction, seven (7) holidays and three (3) other days of non-instructional activity. One of the 3 non-instruction days can be divided among 3 two hour and fifteen minute sessions held during the school year.

In the second and third years of the contract, the contract year is one hundred ninety (191) days: 180 days of instruction, eight (8) holidays and three (3) other days of non-instructional activity. One of the 3 non-instruction days can be divided among 3 two hour and fifteen minute sessions held during the school year.

8.2 School Term employees, upon request, who agree to work beyond the negotiated contract year, shall be paid at the employee's correct hourly rate of pay. Work rates for extended year program, "summer school", may be paid at a different rate.

8.3 Extended programs beyond the regular school year, e.g., summer school, shall be paid at the rate of pay set by the program.

8.4 The School District through its supervisory mechanism may require an employee to work more hours and more days than are set forth in that employee's letter of agreement. When the School District requires an employee to work extra hours and/or extra days:

1. Hours worked in excess of forty (40) hours per week shall be compensated at one and one-half (1 1/2) times the employee's regular hourly rate of pay. For those employees compensated at more than one rate, the hourly pay rate will be calculated as the weighted average of the pay rates.
2. Hours worked in excess of an employee's regular shift but less than or equal to forty (40) hours per week shall be compensated at the employee's regular hourly rate of pay.
3. Hours worked in accordance with Article 8.5 shall not be construed as overtime work and will be paid at the regular pay rate and will be compensated at the regular pay rate as make-up hours.

8.5 When an unplanned delayed opening of school or an unplanned early release from school occurs (e.g. due to weather conditions), employees shall be have the opportunity to make up those hours lost as a result of the unplanned delayed opening or unplanned early release. Should the employee choose to make up those hours, the "make up hours" must be made up within the existing pay period or the pay period following the delayed opening.

8.6 Substituting

Any member of the bargaining unit who is directed by the principal or his/her designee to substitute for another employee for a full day will be compensated at their job classification wage or the substitute teacher's wage, whichever is greater.

8.7 Work-Related Workshops

Employer will post notice or notify members of the Association whenever there are relevant work related workshops offered in the District. Employees may request permission from their Supervisor to attend. If permission is granted for such-workshops occurring during the scheduled work day, the affected employee shall be paid.

8.8 Professional Development

The Board will pay the cost of required attendance of courses or workshops, and will pay the tuition costs, up to a maximum of \$200.00 per person, of job related workshops or courses which have been pre-approved by the administration. The annual cost to the District for the non-required program reimbursement will not exceed \$2,000.00 for each year of the contract. Employees will be reimbursed for expenses up to \$200 unless first approved by the Superintendent in his discretion. In the event the course or workshop is not completed or the employee does not receive a "B" or better grade in a graded program, the District will not reimburse funds. One half of the professional development funds will be available for employees in September of each year. The other half will be available to employees in January of each year. The money will be disbursed on a first come first served basis. If there are any funds left on May 1 of each school year, employees may bring a second request forward for payment. All funds will then be disbursed on a first come, first served basis.

8.9 Lunch

Employees who work five (5) or more consecutive hours shall receive a paid uninterrupted, duty-free lunch period of at least thirty (30) minutes in duration. In the event that an employee is required to work during his/her lunch period or part thereof, he/she shall be paid at the appropriate hourly rate. Except in unusual circumstances when so notified, employees may leave the premises during their lunch period but shall let the office know they have left the grounds.

ARTICLE 9 – COMPENSATION

9.1 Compensation

Employees shall be compensated as set forth in exhibit A attached to this document. The placement of personnel on the step schedule for the first year will be done by looking at the adjusted experience and the current hourly rate and placing the employee at a step such that the employee does not receive a reduction in pay.

9.2.1 Paychecks are issued on a bi-weekly basis. Paychecks will be issued on the same day of the week throughout the school year, except that the School District may issue paychecks early (e.g., if payday falls on a holiday).

9.2.2 Payroll checks shall include a stub which contains the following items for the payroll period covered by the check: hours worked, current straight time hourly rate of pay, date, gross wages year-to-date, net pay, and any itemized deductions. If the employee elects, the district may provide electronic notification of payroll related information instead of paper copies. Should an employ elect to receive the information electronically, that report shall include the following items for the payroll period covered by the check: hours worked, current straight time hourly rate of pay, date, gross wages year-to-date, net pay, and any itemized deductions.

9.3 Bi-weekly Payments

9.3.1 Ten (10) employees will be offered the option to be paid in twenty-two (22) biweekly paychecks. This will be a pilot program during the first year of the agreement. Employees shall receive equal biweekly pay amounts prorated on their annualized wages commensurate with their twenty-two (22) biweekly installments. When an employee's annualized wage is prorated for the purposes of equal biweekly pay installments, it will be done based on the number of contracted days times hours per day times hourly wage (differential premium pay where applicable, i.e. gateway) and will include the paid holidays. Such equalized biweekly installments may be adjusted in those cases where employees have worked overtime or any reason that would cause a reduction in pay. Employees shall not suffer reduction in equalized biweekly pay installments due to school vacations. The parties each reserve the right to terminate the program after notice to the other party at the conclusion of the one year pilot program. The parties will meet quarterly to discuss progress on the pilot and issue resolution, if any.

9.3.2 When an unplanned delayed opening of school or an unplanned early release from school occurs (e.g. due to weather conditions), or emergency school closure occurs, employees shall be have the opportunity to make up those hours lost as a result of the unplanned emergency closure within the current or subsequent pay period, provided that the “make-up” hours are approved by the building administrator.

- 9.3.3 In year two, if both parties agree that the program is viable; all employees will be allowed to participate in the program.
- 9.3.4 Prior written approval of this bi-weekly pay program by the NH Department of Labor is a condition precedent to its implementation.

9.4 Holidays

In the first year of the contract, employees shall receive the following paid holidays:

Labor Day	Christmas Day
Veteran's Day	Thanksgiving Day
Civil Right's Day	Memorial Day
Day after Thanksgiving	

In the second and third years of the contract, employees shall receive the following paid holidays:

Labor Day	Day after Thanksgiving
Veteran's Day	Christmas Day
Civil Right's Day	New Year's Day
Thanksgiving Day	Memorial Day

ARTICLE 10 – LEAVES OF ABSENCES

10.1 It is agreed that the use of leave days will be confined to legitimate purposes provided in this Article and the Superintendent or his/her designee may, at its sole discretion, extend the leaves set forth herein.

10.2 Sick Leave

Sick leave shall be confined to the personal illness or disability of an employee or immediate family member. By October 1st of each year, each employee shall receive from the Superintendent's Office a report of sick leave stating the number of sick days accumulated as of July 1st of each year.

10.3 Sick Leave Accumulation

Employees shall be credited with sick leave at the rate of 8 (eight) days per year. The maximum number of days that employees may accrue each year are as follows:

2010-2011:	30 days
2011-2012:	33 days
2012-2013:	35 days

Sick days are non compensable at the time of termination of employment.

10.4 Personal Leave

Employees shall be entitled to a maximum of two (2) paid personal leave days, non-cumulative, in any school year.

10.5 Jury Duty

An employee called as a juror will be paid the difference between the fees received for such service and his/her daily wage, based on the employee's regular daily rate.

10.6 Military Duty

Military duty leave will be granted as required by the Federal laws as they apply.

10.7 Bereavement Leave

Employees shall be entitled to a maximum of three (3) paid days per event of death of immediate family members. Immediate family, as used in this section, shall mean any member of the employee's household, the grandparents, parents, parents-in-law, siblings, spouse, and children of the employee. Two days per school year paid leave will be granted for any other relative. In extenuating circumstances the Board may grant additional leave under this Section as set forth in Section 1 of this Article.

10.8 Professional Leave

One (1) day per year for pre-approved job related programs. The board may limit the number of employees to be out on the same day.

10.8.1 Employees may use a non-school day for attendance at a pre-approved conference or workshop. The location of conference or workshop will constitute the job site and the employee will be compensated for up to one normal workday. The district will not compensate or reimburse for travel time to and from the conference or workshop. Should the district require attendance at a conference or workshop, the district will pay for reasonable travel expenses in accordance with the Fair Labor Standards Act.

10.8.2 Professional days not otherwise provided for herein shall be at the sole discretion of the Superintendent or his/her designee.

10.9 Association Leave

The Association shall be allowed to send two (2) members (with pay) to the NEA-New Hampshire Delegate Assembly each year. The Superintendent may allow additional members at his discretion based on delegate count.

10.10 Child Rearing Leave

After two (2) years employment within the School District unpaid child rearing leave shall be granted for a period not to exceed one (1) school year to employees for natural or adoptive parenting of a child, provided written application shall be made to at the administration not less than sixty (60) days in advance of the requested leave (except in case of emergency). The granting of child rearing leave is conditional upon employee returning to work on the first day of either the first or second semester of a school year that falls within the leave period.

10.11 Extended Leaves of Absence (Family and Medical Leave Act)

Employees are allowed up to twelve (12) weeks of leave without pay, in each twelve (12) weeks of leave without pay, in each twelve (12) month period, for reasons provided for under the Family Leave Act of 1993 (FMLA) i.e. (a) the birth of the employee's child, (b) the placement of a child with the employee for adoption or foster care, (c) caring for a spouse, child or parent in the event of a serious health condition, or (d) inability of the employee to perform the functions of his/her job because of a serious health condition. Accumulated sick leave must be used as part of the twelve (12) week period and before the authorized leave without pay begins.

- a) During the twelve (12) week period of leave, the employee's health insurance benefits will be maintained in a manner identical to that in effect for "active" employees. The employee's position in the department will not be affected by such leave.
- b) The twelve (12) month period, for purposes of FMLA calculation, shall be the anniversary date of the initial granting of leave of absence under the Act and this section of the policy.
- c) Sick leave will not accrue during the period of unpaid leave.
- d) After twelve (12) weeks has elapsed, the employee's employment status will be continued only by virtue of return to duty.

10.12 Work Related Personal Injury

Whenever a bargaining unit member is absent from school as a result of a personal injury incurred in the course of employment for the Kearsarge Regional School District and adjudged compensable under Worker's Compensation, sick leave will not be deducted from the employee either during the first or following weeks of absence. In the event sick leave is deducted during the pendency of a worker's compensation claim, such leave will be returned to the employee when the claim is approved.

- 10.13 Any employee on an unpaid leave may opt to continue health benefits under the health article of this agreement. Continuation is contingent upon the individual's advance payment of all premiums to the District.

- 10.14 Any employee on an unpaid leave may opt to continue health benefits under Article XII of this Agreement in accordance with the health insurance policy. Continuation is contingent upon the individual's advance payment of all premiums to the District in accordance with the health insurance provider.
- 10.15 General Provisions
Leaves for other reasons, paid or not paid, shall be granted at the discretion of the Board.

ARTICLE 11 – REDUCTION IN FORCE

- 11.1 The District shall have the authority to determine the number and qualifications of employees in each job classification.
- 11.2 In the event the District determines that it is necessary to conduct a layoff/reduction in force, the administration shall initially attempt to determine the number of possible resignations and retirements within each job classification in a good faith effort to avoid potentially unnecessary layoffs.
- 11.3 If further reduction in force is necessary within a job classification, the administration shall choose employees for layoff within that job classification based upon student needs as the highest priority followed by following items:
- (1) assessment of the employee's performance
 - (2) qualifications
 - (3) experience
 - (4) seniority within the job classification

Each of the five qualifications shown in the list shall be evaluated on an equal basis.

These items will be evaluated in the order as presented.

ARTICLE 12 – INSURANCE

- 12.1 Health Insurance
In the first year of the contract, the School District's Expense associated with health insurance will be capped at \$116,270. The second year of the contract, the School District's Expense associated with health insurance will be capped at \$119,270. The third year of the contract, the School District's Expense associated with health insurance will be capped at \$131,270.

On or before July 1st of each year, the association will provide specific guidance to the SAU how this pool of funds will be allocated among employees. This guidance will be provided in writing. The health insurance plans will run from July 1 to June 30 of each year with the dates subject to change based on prevailing laws, regulations or agreement between the district and its health care insurance providers.

The health insurance plan or plans made available to paraprofessionals shall be those offered to other district employees. Notwithstanding the previous sentence, the district reserves the right to change the insurance plan or plans provided to employees.

12.2 Dental Insurance

The District shall provide 50% of the premium coverage for each member of the bargaining unit and his/her eligible dependents, Northeast Delta Dental Plan Flex Core with a \$50.00 deductible option. Should the carrier alter the plan, the district will notify the Association. In lieu of the above, the District may provide equivalent or greater coverage from another carrier.

12.3 Flexible Spending Account

Paraprofessionals may enroll in the Flexible Spending Account (developed in accordance with regulations) during the enrollment period of the vendor. Payment for subscriber's share of health insurance premium, any dental costs, and payments for the care of dependents and medical procedures not covered by the Group Health plan may be paid from this fund.

ARTICLE 13 – VACANCIES, TRANSFERS AND REASSIGNMENTS

- 13.1 Notices of vacancies for bargaining unit positions and/or other non-certified positions will be posted on the official bulletin board in the school when school is in session and electronically on the district website's employment opportunities. Employees must submit a written request seeking a transfer not later than seven (7) calendar days after the date the position was posted.

Notices of Vacancies will include:

1. date of posting;
2. title of the position (including classification, starting date and range of page);
3. location of work;
4. requirements/qualifications of the position;
5. name of the person to whom the application is to be submitted; and
6. the closing date by which the application must be submitted, "position open until filled" shall be considered an acceptable posting.

- 13.2 Employees from within the bargaining unit who desire a change in assignment or who desire to transfer to another building within the SAU may file a written statement both electronically and hard copy of such desire with the Superintendent and receiving and leaving building principals not later than May 1. Such statement shall include the school or schools to which the transfer is desired.

- 13.3 All vacancies shall be posted for seven calendar (7) days except in cases of emergencies involving the needs of special education students.

When the decision to make an involuntary transfer of job assignment has been made by the Superintendent or his/her designee, the employee affected will be notified in writing immediately. Upon request, an employee designated for involuntary transfer shall be entitled to a meeting with the Superintendent or designee to discuss the reasons for the involuntary transfer. The Decision to transfer or reassign or not to transfer or not to reassign may not be subject to a grievance unless the person is transferred or reassigned more than 3 times in a school year.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

14.1 Separability Clause

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to 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 unless and until such provisions are changed in negotiations.

14.2 Printing of Agreement

Copies of this Agreement shall be made available on the Kearsarge Regional School District website within thirty (30) days after the Agreement is ratified by the Association and School Board.

ARTICLE 15 – NOTICE UNDER AGREEMENT

- 15.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Kearsarge Regional School Board c/o Superintendent of Schools.
- 15.2 Whenever written notice to the Para-Educators at Kearsarge Support Staff Union is provided for in this Agreement, such notice shall be addressed to the President of the Para-Educator at Kearsarge (PEAK) at the then current address, as then on file with the Superintendent's Office.

ARTICLE 16 – DURATION OF AGREEMENT

- 16.1 This agreement shall commence July 1, 2010 continue in full force and effect until twelve o'clock midnight June 30, 2013.

EXHIBIT A

Step Schedule			
Step	FY 2010/2011	FY 2011/2012	FY 2012/2013
1	\$ 10.00	\$ 10.15	\$ 10.35
2	\$ 10.16	\$ 10.31	\$ 10.51
3	\$ 10.32	\$ 10.47	\$ 10.67
4	\$ 10.48	\$ 10.63	\$ 10.83
5	\$ 10.64	\$ 10.79	\$ 10.99
6	\$ 10.80	\$ 10.95	\$ 11.15
7	\$ 10.96	\$ 11.11	\$ 11.31
8	\$ 11.12	\$ 11.27	\$ 11.47
9	\$ 11.28	\$ 11.43	\$ 11.63
10	\$ 11.44	\$ 11.59	\$ 11.79
11	\$ 11.60	\$ 11.75	\$ 11.95
12	\$ 11.76	\$ 11.91	\$ 12.11
13	\$ 11.92	\$ 12.07	\$ 12.27
14	\$ 12.08	\$ 12.23	\$ 12.43
15	\$ 12.24	\$ 12.39	\$ 12.59

Off Track rate will be granted a cost of living increase as specified			
	FY 2010/2011	FY 2011/2012	FY 2012/2013
Off Track Cost of Living Increases applied to the hourly rate exclusive of the gateway stipend.	1.5%	2.0%	2.0%

Gateway employees will receive a \$1.00 hourly stipend added to their base hourly rate.

Signature Page – PEAK Collective Bargaining Agreement

IN WITNESS WHEREOF the parties have executed this agreement this 10th day of December, 2009, for the school years 2009-13.

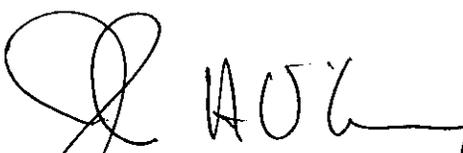
PARA EDUCATORS AT KEARSARGE

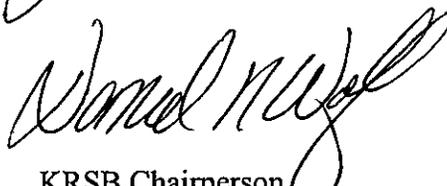
by 
Committee (NEA) Representative

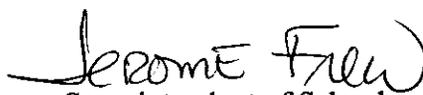
by PEAK President



KEARSARGE REGIONAL SCHOOL BOARD

by 
Committee Chairperson

by 
KRSB Chairperson

by 
Superintendent of Schools