

AGREEMENT  
BETWEEN  
LEMPSTER EDUCATION SUPPORT PERSONNEL ASSOCIATION AND  
THE LEMPSTER SCHOOL BOARD  
EFFECTIVE DATES JULY 1, 2021 - JUNE 30, 2024

TABLE OF CONTENTS

ARTICLE 1:	RECOGNITION	PAGE 3
ARTICLE 2:	ASSOCIATION RIGHTS	PAGE 3
ARTICLE 3:	EMPLOYEE RIGHTS	PAGE 4
ARTICLE 4:	NEGOTIATIONS PROCEDURE	PAGE 4
ARTICLE 5:	PRINTING AND DISTRIBUTION	PAGE 5
ARTICLE 6:	EMPLOYEE CONTRACT DAYS AND HOLIDAYS	PAGE 5
ARTICLE 7:	WORK HOURS	PAGE 6
ARTICLE 8:	WAGE SCHEDULE	PAGE 6
ARTICLE 9:	VOLUNTARY DEDUCTIONS	PAGE 6
ARTICLE 10:	EVALUATION	PAGE 7
ARTICLE 11:	FAIR TREATMENT	PAGE 7
ARTICLE 12:	REDUCTION IN FORCE	PAGE 7
ARTICLE 13:	VACANCIES AND TRANSFERS	PAGE 8
ARTICLE 14:	GRIEVANCE PROCEDURE	PAGE 9
ARTICLE 15:	PAID LEAVE/ SICK BANK	PAGE 11
ARTICLE 16:	UNPAID LEAVES OF ABSENCE	PAGE 13
ARTICLE 17:	STAFF DEVELOPMENT AND PROFESSIONAL IMPROVEMENT	PAGE 14
ARTICLE 18:	INCLUSION IN INDIVIDUALIZED EDUCATION PROGRAM (IEP) AND 504 MEETINGS	PAGE 14
ARTICLE 19:	EXTRACURRICULAR ACTIVITIES	PAGE 14
ARTICLE 20:	HEALTH BENEFIT	PAGE 14
ARTICLE 21:	MANAGEMENT RIGHTS	PAGE 15
ARTICLE 22:	SAVINGS CLAUSE	PAGE 15
ARTICLE 23:	RETIREMENT BENEFIT	PAGE 15
ARTICLE 24:	DURATION	PAGE 16
APPENDIX A:	WAGE SCHEDULES	PAGE 17
APPENDIX B:	GRIEVANCE FORMS A-E	PAGE 20
APPENDIX C:	EMPLOYMENT AGREEMENT	PAGE 25
APPENDIX D:	SUPPORTED ASSISTANCE	PAGE 26

## **ARTICLE 1: Recognition**

The Lempster Education Support Personnel/NEA New Hampshire ("the Association") is recognized as the exclusive representative for all paraprofessionals and custodians ("employees") employed by Lempster School District. The Association agrees to represent equally all personnel covered by this Agreement without regard to membership in the Association.

During the term of this Agreement, the Board will not negotiate with any group other than the Association with regard to any matter subject to negotiations as long as the Association is recognized by the Public Employee Labor Relations Board. However, this shall not prevent the Board from communicating or consulting with any individual member of the bargaining unit, or group of members of the bargaining unit, for any purpose the Board shall deem desirable in the discharge of its responsibilities. Furthermore, it shall not preclude any employee from appearing before the Board on his /her own behalf on matters relating to his/her employment by the Board, providing that it is not in contravention of any article in the agreement.

In the event that either party wishes to add a position to the bargaining unit, the parties will attempt to reach agreement as to whether the position should be included and therefore be included in negotiations of the collective bargaining agreement. If agreement cannot be reached, the relevant provisions of NH RSA 273-A shall apply.

## **ARTICLE 2: Association Rights**

The Board agrees that employees shall have full freedom of association and organization, and may designate representatives of their own choosing to negotiate the terms and conditions of employment free from interference, restraint, or coercion by the Board or its agents.

The Association and its representatives may use the school buildings for Association business without cost. Representatives of the Association and their affiliates shall be permitted to transact Association business on school property, provided that this does not disrupt the operation of school programs or services or previous obligations made to other organizations nor result in costs to the District.

The Association, upon request, will be given time on the first workday of the school year to present brief reports and announcements.

The Association shall be given an opportunity after faculty meetings to present announcements to members relevant to Association matters.

The Association and its representatives shall have the right to post notices of activities and matters of Association concern on the faculty bulletin boards and use faculty mailboxes for communications to employees.

The Association will be entitled to a total of two (2) days of leave per year to participate in Association business. Two workdays notice will be given for use of these Association days.

### **ARTICLE 3: Employee Rights**

The Board and the Association agree that there shall be 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 or age.

It is expected that all contract language governing employee activities and conduct shall be interpreted and applied uniformly to all employees.

The rights granted to an employee hereunder shall be deemed to be in addition to those provided by State and Federal Statutes. No material pertaining to an employee's job performance or behavior shall be placed in his/her personnel file unless the employee has been given a copy of the material. The employee and his/her representative will be allowed access to his / her personnel file with at least twenty-four hours advance notice. An employee from the central office may be present during access to the personnel file. An employee may respond, in writing, to material in his /her file and that response shall be attached to the material in question.

### **ARTICLE 4: Negotiations Procedure**

Negotiations procedure will be consistent with NH RSA 273-A. On or before October 1 prior to the expiration of this Agreement, either party may submit to the other written notice of its intent to negotiate a successor agreement.

The Board will provide the Association non-confidential information in its possession for the development of 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.

Any agreement reached shall be reduced to writing and be signed by the Board and the Association.

Nothing in this Article shall be construed to prohibit the Board and the Association from reaching agreement at any time between the declaration of impasse and the Annual School District Meeting.

If the parties have agreed to all cost items by the budget submission date (as defined in RSA 273-A:1 III), the Board agrees to publicly support those cost items and submit them to the Annual School District Meeting.

## **ARTICLE 5: Printing and Distribution**

Complete copies of this Agreement shall be printed within thirty (30) days after the Agreement is signed, and all employees presently in the system will receive a copy. All new employees will receive the Agreement prior to starting work.

## **ARTICLE 6: Employee Contract Days and Holidays**

The full-time paraprofessional contract shall be for 181 work days.

A sample copy of the employees' individual contract will be attached to this Agreement as Appendix C.

Holidays:

In addition to the work days, the following shall be paid holidays for all employees:

- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving
- Day after Thanksgiving
- Christmas
- New Year's Day
- Civil Rights Day
- Memorial Day

Year round custodians shall also have Independence Day as a paid holidays.

For those employees who work fewer than five days a week, holidays will be paid for on a pro-rated basis on all contract years. For example: an employee will be paid for the hours they would have worked if the holiday was a regular work day.

Vacation:

Year-round employees working at least 30 hours/week and who have worked in Lempster for at least five (5) years, shall have twelve days of paid vacation in a contract year. Year-round employees working at least 30 hours/week and who have worked in Lempster fewer than five (5) years, shall have ten days of paid vacation in a contract year. Vacation must be taken no later than August 1 of the next contract year. Vacation requests of more than four (4) days need to be requested fifteen (15) business days prior to the requested vacation and approved by the Finance Manager. Vacation not taken by that date shall be lost. For employees new to the district, vacation time will accrue at the rate of five-sixths (5/6th) of a day per month during their first 12 months of employment.

## **ARTICLE 7: Work Hours**

The regular workday for full-time paraprofessionals shall be 7 hours. The Board or its designee may, in its sole discretion, designate a paraprofessional position as less than full-time.

In accordance with the Fair Labor Standards Act, employees shall be paid for all hours worked, including, but not limited to, the supervision of students and committee work. Employees shall be paid for a full day of work in the event of a delayed start or early dismissal called by the District.

All employees working more than five hours per day shall be scheduled for a paid lunch period of thirty (30) minutes.

## **ARTICLE 8: Wage Schedule**

Upon hire, new employees shall be placed on the wages schedule in accordance with Appendix A. Starting with the 2021-2022 school year, all employees with 15 or fewer years of experience shall be placed on the wage schedule in accordance with their years of experience. All employees on the schedule whose performance is satisfactory shall move one step each year as long as they have been employed at least ninety (90) school days during the school year. Employees who have been employed at least ninety (90) school days during the school year, and who have at least 16 years of experience shall be considered "off schedule." Such employees whose performance is satisfactory shall receive a 3.0% wage increase each year. An employee hired less than ninety (90) days before the end of the school year will need to work at least ninety (90) days before a wage or step increase is awarded. New employees shall be credited with relevant work experience outside of the District as determined by the Superintendent. No new employee shall be placed higher on the schedule than current employees with equal experience.

It is the intent of the school board that all new hired paraprofessionals be certified; however, if a non-certified paraprofessional is hired, it is the expectation of the board that certification would be obtained during the first contract year. If the paraprofessional does not obtain certification during the first contract year, he or she may not be eligible for contract renewal. If renewal does occur, it would be at the same rate of pay as during the first contract year.

Payroll for paraprofessionals shall be made biweekly for hours worked based on a 7 hour workday. Necessary adjustments shall be made in each pay period for employees who work fewer or more hours than normally scheduled. Year round employees shall be paid according to the number of hours worked in any given pay period.

## **ARTICLE 9: Voluntary Deductions**

Upon written authorization from the employee, the employer shall deduct dues, assessments and contributions to the Association as established by the Association from the employee's

wages in 20 equal installments and forward all such collections to the Association's treasurer within 5 business days of the deduction. Such authorization shall continue in effect through the year unless revoked in writing.

#### **ARTICLE 10: Evaluation**

All bargaining unit members shall be evaluated in accordance with the evaluation procedure jointly developed and adopted by the parties. Modifications to this procedure may be made by mutual agreement. Paraprofessionals who have worked in the District less than 2 years shall be evaluated twice a year, and those who have worked more than two years shall be evaluated once a year.

##### **Supported Assistance:**

If there is an observed discrepancy between expectations and performance an administrator shall notify the employee and follow the phases outlined in Appendix D. Supported assistance must be fairly imposed and factually supported.

#### **ARTICLE 11: Fair Treatment**

The supervisor will notify an employee of disciplinary action as soon as possible and will describe the incident, job deficiencies, or behavior which gave rise to the disciplinary action. Discipline shall be progressive with the understanding that some egregious actions on the part of the employee may give rise to immediate dismissal. No employee in the bargaining unit shall be discharged, disciplined, reprimanded, or adversely evaluated without just cause. All information used in forming the basis for such aforementioned action shall be made available to the employee and to the Association. If the problem is remediable, the supervisor shall provide a written corrective plan and a period of improvement. Discipline must be fairly imposed and factually supported.

An employee is entitled to have an association or other representative present when being disciplined. Such representation must be available within three days. If the superintendent determines that the infraction or delinquency requires immediate action, s/he may suspend the employee or take other action until representation is available. All information forming the basis for disciplinary action will be made available to the employee.

The protections of this Article become available to an employee after a 45 work day probationary period.

#### **ARTICLE 12: Reduction in Force**

A seniority list shall be prepared by the administration. Seniority shall be defined as the total number of years an employee has been continuously employed by the Lempster School District as a member of this bargaining unit and shall be computed from the first day of

employment.

The administration shall update this list annually and send it to the LESP by September 15. Any objection must be raised by October 1. If no objection is raised, the list shall be presumed accurate. If two or more employees share the same first day of employment, the tie will be broken by drawing lots to determine permanent placement on the seniority list.

In the event that the School Board reduces the staff, the following procedures shall be utilized:

The Association shall be notified in writing of the Board's intent to reduce staff at least 15 days before the RIF occurs.

The RIF shall be based on seniority within job classification (paraprofessional or custodian) except that employees with less than one year of work for the District shall be considered of equal seniority and a RIF within this group shall be within the superintendent's discretion.

If a former employee who has been RIFed is re-hired within two years, s/he shall retain all seniority and accrued leave.

#### **ARTICLE 13: Vacancies and Transfers**

- A. Vacancies in a newly created position within this community of interest which the Board wishes to fill shall be posted no less than ten (10) school days prior to the position being filled. Such notices shall be posted in the staff room and sent by email to all bargaining unit staff. The notice shall include the date of posting, minimum qualifications, and the rate of compensation. During the time when school is not in session, notification must be sent to the Association President.
- B. The Board shall have the right to make transfers of employees on the basis of qualifications, abilities, and performance of duty as judged by the Superintendent, but shall be governed by District seniority when two or more applicants are determined to be equally qualified.
- C. Transfers shall be made for newly created positions within the District unless more qualified applicants from outside the District have applied for the position, in which event the Board may hire the more qualified applicant.
- D. If changes in assignment(s) are necessary, employees will be advised as soon as the need is known, and the Administration will work with affected employee(s) to facilitate those changes. The Administration will make every effort for changes in schedules to be agreed to on a voluntary basis. However, in the event that there are no volunteers, school administration reserves the right to assign duties in the interest of securing the safety of students.



## ARTICLE 14: Grievance Procedure

A. Purpose: It is the policy of the Board and the Association that a sincere effort be made to resolve all problems informally if possible. However, both parties recognize that the formal grievance procedure must be available without any fear of discrimination because of its use.

### B. Definitions:

1. A "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
2. An "employee" is any person in the unit covered by this Agreement.
3. An "aggrieved party" is the employee, group of employees, or Association who submit a grievance or on whose behalf it is submitted.

### C. Submission of Grievance:

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally with the grievant's immediate supervisor. The grievant shall inform the supervisor that he/she is pursuing the informal stage of the grievance procedure.
2. Each grievance shall be submitted in writing on the form approved by the Board and the Association and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time and the place where the alleged events or conditions constituting the grievance existed, and, if known, the identity of the persons responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
3. A grievance shall be deemed waived unless it is submitted in writing within twenty (20) school days after the aggrieved party knew or should have known of the events or conditions on which it was based.
4. An employee or group of employees may submit grievances which affect them personally and shall submit such grievance to the building principal.

The Association may submit any grievance that involves a group or class of employees.

### D. Grievance Procedure:

1. The building principal shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the building principal, such aggrieved party may submit a copy of the grievance to the Superintendent of Schools within five (5) school days of the determination made at this stage or, if no response is received, within ten (10) school days of the submission of the grievance

to the building principal.

2. The Superintendent or his/her designated representative shall upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his /her position with respect to it no later than ten (10) school days after it is received by him /her. If the aggrieved party is not satisfied with the response of the Superintendent, he/she may submit a written appeal to the School Board within ten (10) school days after it is received by him/her.
3. The School Board or its designated committee shall meet with the aggrieved Party within twenty (20) school days to attempt to resolve the matter. The Board shall communicate its decision in writing within ten (10) school days of the meeting.
4. In the event the aggrieved party is not satisfied with the decision of the School Board with respect to a grievance, it may, within twenty (20) school days after receiving the statement, refer the grievance to binding arbitration. 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 five (5) school days, the American Arbitration Association will be notified and requested to submit a roster of persons qualified to function as an arbitrator.
  - b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association to submit a second roster of names.
  - c. If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second list, the American Arbitration Association may be requested by either party to designate an arbitrator.
  - d. The arbitrator shall limit himself /herself to the issues submitted to him/her and shall consider nothing else. He /she shall be bound by and must comply with all the terms of this Agreement. He/she shall have no power to add to, or delete from, or modify in any way any of the provisions of the Agreement. The arbitrator may award a "make whole recommendation" but may apply no penalty payments.
  - e. The Board, the aggrieved, and the Association shall request that the arbitrator issue a report within thirty (30) calendar days of the hearing.
  - f. The finding of the arbitrator shall be final and binding.
  - g. The costs for the services of the arbitrator including per diem expenses, if any, and actual necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses shall be paid by the party incurring the same.

E. Rights of Employees to Representation:

An aggrieved person may be represented at all stages of the grievance procedure by himself / herself or, at his/her own option, by the Association or by no more than two representatives selected or approved by the Association.

When an employee is not represented by the Association in the processing of a grievance, the Association shall, at the time of the submission of the grievance to the superintendent or any higher level, be notified by the Superintendent that the grievance is in process. The Association shall have the right to be present and present its position in writing at all hearing sessions held concerning such grievance and shall receive a copy of all decisions rendered.

The Board and the Association shall ensure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his /her appeal with respect to his /her personal grievance.

Records

All documents, communications and records concerning a grievance may be placed in the employee's personnel record, but shall not be forwarded to any prospective employer of the grievant.

**ARTICLE 15: Paid Leave**

Employees shall have thirteen (14) leave days per year. The fourteen (14) days are not differentiated as to illness or disability, death in the family, or other extreme emergencies.

Of the fourteen (14), no more than four of these days can be used for personal reasons other than illness or disability and for these, at least twenty-four hours notice shall be given except in emergencies. If any of these four days are unused at the end of the year, they shall roll over into the following contract year. However, at no time shall an Employee have more than four (4) of these leave days available. By way of example: If an employee completes their contract year with 2 of these days available and 11 other leave days, all 13 days shall roll over into the following year at which time they will be credited with 14 additional leave days for a total of 27, of which no more than four (4) of these days can be used for reasons other than illness or disability.

Leaves of more than 3 ½ hours in a day will be credited as a full day of leave; leaves of less than 3 ½ hours shall be credited as one-half leave day. A physician's note will be requested by the administration if leave taken for illness or disability exceeds three consecutive or ten non-consecutive days. Bereavement leave of up to five (5) days per occurrence may be taken from accumulated leave after the death of an immediate family member. One (1) day per occurrence may be taken from accumulated leave for the death of a close personal friend. Bereavement leave may be extended with the approval of the Superintendent.

In an employee's first contract year, leave may be used as it accrues at the rate of 1.1 day/month, for a maximum of eleven (11) days, of which four (4) may be used for personal reasons. After the first contract year, employees shall receive the fourteen (14) days of leave on the first day of the new contract year.

Any unused paid leave shall accumulate up to 60 leave days. Accumulated leave days are lost upon termination.

Any employee who has completed a minimum of ten (10) years at Lempster Community School and plans to resign, shall receive two thirds (2/3) of the current substitute rate per day for all unused leave time up to sixty (60) days. This shall be paid as one cash payment on or before the last day of employment. Written notification must be submitted to the Lempster School Board on or before December 15<sup>th</sup> of the school year preceding the final year of employment.

### **Sick Bank**

The Board agrees to establish a sick leave bank to cover bargaining unit members in the event an illness causes a sick bank contributing member to exceed his or her accumulated individual sick leave. The sick leave bank will be administered by a committee composed of three (3) members of the Association appointed by the Association President. Rules for membership and participation in the sick leave bank will be established by the Association and will include the following:

(A) The sick leave bank will be funded **voluntarily** by bargaining unit members at the start of each school year to reach a maximum four (4) times the number of bargaining unit FTEs. Part time bargaining unit members will be allowed to contribute to and participate in the sick bank but only on a pro-rated bases as determined by their partial FTE.

(B) Unused sick leave days in the bank at the close of the school year will carry over into subsequent years only up to a maximum of four (4) times the number of bargaining unit FTEs in total.

(C) No one may contribute more than five (5) days in any school year to the sick leave bank and any days contributed will be deducted from that year's sick leave entitlement for the person making said contribution. In the event that circumstances arise whereupon there is a need for Sick Bank leave that exceeds the contractual maximum levels, further contributions thereto may be allowed at the discretion of the Superintendent.

(D) The Association will notify the Board by September 30<sup>th</sup> of each year of the individuals who have donated days to the sick leave bank so that said days may be deducted from the individual's yearly entitlement.

(E) Individuals may not elect to receive sick leave benefits in lieu of disability benefits. Eligibility for sick leave bank benefits will terminate when an individual is eligible for disability benefits.

(F) No one will, under any circumstances, be entitled to receive sick leave and disability benefits at the same time.

(G) New employees are not eligible for sick bank participation until they have worked for 120 calendar days.

## **ARTICLE 16: Unpaid Leaves of Absence**

### **A. Family and Medical Leave**

Employees shall be entitled to the protections provided by the federal Family and Medical Leave Act. An employee seeking to take leave for conditions related to the birth or adoption of a child, for personal illness or illness of a family member shall contact the Superintendent at least thirty (30) days prior to the leave, or as soon as possible. In the event of an emergency, the employee shall provide as much notice as reasonably possible. The Superintendent shall provide information to the employee as to his /her rights under the Act, including whether the employee is qualified. Employees taking FMLA leave must substitute accrued paid leave for the FMLA leave to the extent possible.

### **B. Military Service:**

Leave shall be granted to serve in required military service.

### **C. Other Discretionary Leave:**

Requests for unpaid leaves or for an extension of an unpaid leave for special reasons may be granted at the sole discretion of the Board upon the recommendation of the superintendent. Absence without pay must be authorized thirty (30) business days in advance of the requested time off.

### **D. General Provisions:**

1. School year employees' return from leave shall coincide with the beginning of the school year. However, return during the school year may be approved at the discretion of the Board. A member returning shall be assigned to a position for which he/she is qualified. Should an appropriate position no longer exist, the Reduction in Force procedure will be followed.
2. A member on unpaid leave shall not be denied the opportunity to substitute in the School District by reason of the fact that he/she is on a leave of absence.
3. Members on unpaid leave of absence shall continue to be considered members of the bargaining unit.
4. Earned benefits shall be retained after all unpaid leaves of absences.

### **ARTICLE 17: Staff Development and Professional Improvement**

A fund of \$2,500 shall be provided each year for courses and professional development workshops which have been approved in writing prior to enrollment. Individuals shall be limited to an initial payment of \$350 on a first approved basis to be paid either directly to the provider or as a reimbursement at the option of the employee. Funds remaining, if any, on June 1, shall be equally distributed to individuals who were not fully reimbursed during the school year. Staff members who attend a professional workshop or conference will be required to provide a brief written report to the Superintendent within ten (10) school days of the activity, which describes the content and effectiveness of such activity. In no way will the written report have any bearing on the payment of the activity by the District, nor will it be the reason for approving or denying future activities requested by Employees in the future.

### **ARTICLE 18: Inclusion in Individual Education Plan (IEP) and 504 Meetings**

The Board recognizes the important role that paraprofessionals play in their support of students with IEPs and 504s. Paraprofessionals shall be permitted to attend and participate in IEP and 504 meetings if their schedule allows and with principal approval. Any participation in such meetings outside of the contracted work day must be approved in advance by the Principal and shall be paid. Principals will not unreasonably deny paraprofessionals participation in the meeting. Notwithstanding the foregoing, attendance by the paraprofessional is contingent on parent/guardian permission. All paraprofessionals will meet with the student services director before attending a meeting to become aware of meeting content perimeters.

### **ARTICLE 19: Extracurricular Activities**

Employees may accept assignments to lead after school extracurricular student activities such as sports and clubs sponsored by the Lempster School District.

The parties understand that acceptance of an extracurricular assignment by an employee is voluntary. The assignment will be equivalent to appointment for the school year or the designated period the activity will run.

Resignation from or performance during an extracurricular assignment will not affect the employee's individual employment contract.

### **ARTICLE 20: Health Benefit**

The District shall offer an IRS Section 125 Flexible Spending Account. The District will contribute \$500 to each returning employee's FSA, which shall be available on July 1<sup>st</sup>. The District will contribute \$250 to each new employee's FSA after they have been employed for 90 days. Employees may voluntarily contribute up to the maximum allowed to the

Section 125 Plan subject to all the conditions of the plan.

The Board will also provide a stipend to offset health insurance related expenses to be paid by December 1st of each contract year for support staff who had worked a full year in the Lempster School District. The stipend amounts will be paid as follows:

2021-2022: \$1,500  
2022-2023: \$1,750  
2023-2024: \$2,000

After completion of ninety (90) days, the District shall provide new hires \$125 per month to offset health insurance related expenses to be paid in the last pay period of the month.

New employees shall be provided an extra \$250 stipend to offset health insurance related expenses to be paid on the first pay period after completion of a full year of service

Beginning with new employees hired for the 2018-2019 school year and those hired thereafter, health insurance related expenses payment will be prorated based on an employee's FTE.

Members of the bargaining unit may access the District Health and Dental insurance plans during the open enrollment period, and will pay the full premium for the plans chosen through payroll deductions.

#### **ARTICLE 21: Management Rights**

This Agreement constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written, signed amendment to this Agreement. The operation of the schools and the direction of the staff are vested exclusively in the School Board.

#### **ARTICLE 22: Savings Clause**

If any provision of this Agreement or any application of this Agreement is held to be contrary to law by any court or Board of competent jurisdiction or if compliance with or enforcement of any portion should be restrained by any court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and the parties shall enter into immediate negotiations to bring such part(s) of the Agreement, held to be in valid, into compliance with the edicts set by the court.

#### **ARTICLE 23: Retirement Benefit**

All eligible bargaining unit members shall be covered by the NH Retirement System.

**ARTICLE 24: Duration**

This Agreement shall be become effective on July 1, 2021, and shall continue in effect through June 30, 2024.

LEMPSTER EDUCATION  
SUPPORT PERSONNEL ASSOCIATION

By: *Dwight Behrman*

Date: *3/23/21*

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

Date: \_\_\_\_\_

LEMPSTER  
SCHOOL BOARD

By: *Key S. An Chair*

Date: *4/8/2021*

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

Date: \_\_\_\_\_



**APPENDIX A**  
**Contract Year 2021-2022**

	Schedule Increase	1.50%
	Step Index	0.0225
21-22	Column Index	0.0225

Step	HS Grad Not Para Cert	HS Grad Para Cert	Associate's	
			Degree or 2+ Yrs. College Cert	BA Degree Para Cert
0	\$ 10.00	\$ 11.25	\$ 11.50	\$ 11.76
1	\$ 10.00	\$ 11.50	\$ 11.76	\$ 12.02
2	\$ 10.00	\$ 11.76	\$ 12.02	\$ 12.29
3	\$ 10.00	\$ 12.02	\$ 12.29	\$ 12.57
4	\$ 10.00	\$ 12.29	\$ 12.57	\$ 12.85
5	\$ 10.00	\$ 12.57	\$ 12.85	\$ 13.14
6	\$ 10.00	\$ 12.85	\$ 13.14	\$ 13.44
7	\$ 10.00	\$ 13.14	\$ 13.44	\$ 13.74
8	\$ 10.00	\$ 13.44	\$ 13.74	\$ 14.05
9	\$ 10.00	\$ 13.74	\$ 14.05	\$ 14.36
10	\$ 10.00	\$ 14.05	\$ 14.36	\$ 14.69
11	\$ 10.00	\$ 14.36	\$ 14.69	\$ 15.02
12	\$ 10.00	\$ 14.69	\$ 15.02	\$ 15.36
13	\$ 10.00	\$ 15.02	\$ 15.36	\$ 15.70
14	\$ 10.00	\$ 15.36	\$ 15.70	\$ 16.06
15	\$ 10.00	\$ 15.70	\$ 16.06	\$ 16.42

Custodial and off-schedule paraprofessional pay will increase by 3.0%.

After being on step 15 for at least 90 days, employees will transition to "off-schedule" in the following school year and receive the increase noted above and in Article 8.

**APPENDIX A**  
**Contract Year 2022-2023**

<b>22-23</b>	Schedule Increase	<b>2.00%</b>
	Step Index	0.0225
	Column Index	0.0225

Step	HS Grad Not Para Cert	HS Grad Para Cert	Associate's Degree or 2+ Yrs. College		BA Degree Para Para Cert	
			Para Cert	Para Cert	Para Cert	Para Cert
0	\$ 10.00	\$ 11.47	\$ 11.73	\$ 11.99	\$ 11.99	\$ 11.99
1	\$ 10.00	\$ 11.73	\$ 11.99	\$ 12.26	\$ 12.26	\$ 12.26
2	\$ 10.00	\$ 11.99	\$ 12.54	\$ 12.82	\$ 12.82	\$ 12.82
3	\$ 10.00	\$ 12.26	\$ 12.54	\$ 13.11	\$ 13.11	\$ 13.11
4	\$ 10.00	\$ 12.54	\$ 13.40	\$ 13.71	\$ 13.71	\$ 13.71
5	\$ 10.00	\$ 12.82	\$ 14.01	\$ 14.33	\$ 14.33	\$ 14.33
6	\$ 10.00	\$ 13.11	\$ 14.65	\$ 14.98	\$ 14.98	\$ 14.98
7	\$ 10.00	\$ 13.40	\$ 15.32	\$ 15.66	\$ 15.66	\$ 15.66
8	\$ 10.00	\$ 13.71	\$ 16.02	\$ 16.38	\$ 16.38	\$ 16.38
9	\$ 10.00	\$ 14.01	\$ 16.38	\$ 16.74	\$ 16.74	\$ 16.74
10	\$ 10.00	\$ 14.33				
11	\$ 10.00	\$ 14.65				
12	\$ 10.00	\$ 14.98				
13	\$ 10.00	\$ 15.32				
14	\$ 10.00	\$ 15.66				
15	\$ 10.00	\$ 16.02				

Custodial and off-schedule paraprofessional pay will increase by 3.0%.

After being on step 15 for at least 90 days, employees will transition to "off-schedule" in the following school year and receive the increase noted above and in Article 8.

**APPENDIX A**  
**Contract Year 2023-2024**

		Schedule Increase	<b>2.50%</b>		
		Step Index	0.0225		
<b>23-24</b>		Column Index	0.0225		
			<b>Associate's</b>		
			<b>Degree or</b>		
			<b>2+ Yrs.</b>	<b>BA</b>	
			<b>College Para</b>	<b>Degree</b>	
			<b>Cert</b>	<b>Para</b>	<b>Para</b>
<b>Step</b>		<b>HS Grad Not Para Cert</b>	<b>HS Grad Para Cert</b>	<b>2+ Yrs. College Para Cert</b>	<b>BA Degree Para Cert</b>
	0	\$ 10.00	\$ 11.76	\$ 12.02	\$ 12.29
	1	\$ 10.00	\$ 12.02	\$ 12.29	\$ 12.57
	2	\$ 10.00	\$ 12.29	\$ 12.57	\$ 12.85
	3	\$ 10.00	\$ 12.57	\$ 12.85	\$ 13.14
	4	\$ 10.00	\$ 12.85	\$ 13.14	\$ 13.44
	5	\$ 10.00	\$ 13.14	\$ 13.44	\$ 13.74
	6	\$ 10.00	\$ 13.44	\$ 13.74	\$ 14.05
	7	\$ 10.00	\$ 13.74	\$ 14.05	\$ 14.36
	8	\$ 10.00	\$ 14.05	\$ 14.36	\$ 14.69
	9	\$ 10.00	\$ 14.36	\$ 14.69	\$ 15.02
	10	\$ 10.00	\$ 14.69	\$ 15.02	\$ 15.36
	11	\$ 10.00	\$ 15.02	\$ 15.36	\$ 15.70
	12	\$ 10.00	\$ 15.36	\$ 15.70	\$ 16.06
	13	\$ 10.00	\$ 15.70	\$ 16.06	\$ 16.42
	14	\$ 10.00	\$ 16.06	\$ 16.42	\$ 16.79
	15	\$ 10.00	\$ 16.42	\$ 16.79	\$ 17.16

Custodial and off-schedule paraprofessional pay will increase by 3.0%.

After being on step 15 for at least 90 days, employees will transition to "off-schedule" in the following school year and receive the increase noted above and in Article 8.

**APPENDIX B - GRIEVANCE FORMS A-E**

**GRIEVANCE ADJUSTMENT FORM A**

COMPLAINT BY THE AGGRIEVED PERSON: (A grievance shall be deemed waived unless it is submitted in writing within thirty (30) school days after the aggrieved party knew or should have known of the events or conditions on which it is based.)

NAME OF COMPLAINANT \_\_\_\_\_ DATE OF FILING \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

HOME TELEPHONE NUMBER \_\_\_\_\_

POSITION HELD \_\_\_\_\_

STATEMENT OF GRIEVANCE:

\_\_\_\_\_  
\_\_\_\_\_

PROVISION OF PROFESSIONAL AGREEMENT VIOLATED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ACTION REQUESTED:

\_\_\_\_\_  
\_\_\_\_\_

Signature of Complainant \_\_\_\_\_

GRJEVANCE ADJUSTMENT FORM B

DECISION OF THE PRINCIPAL: (To be completed within five (5) school days after the receipt of the written grievance.)

COMPLAINANT \_\_\_\_\_ DATE OF FILING \_\_\_\_\_

DECISION OF THE PRINCIPAL AND REASON THEREOF:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF THE DECISION: \_\_\_\_\_

Signature of Administration

GRIEVANT'S RESPONSE: (To be completed by Aggrieved within five (5) school days of decision and sent to Association's Grievance Chairman.)

\_\_\_\_\_ I ACCEPT THE ABOVE DECISION.

\_\_\_\_\_ I HEREBY REFER THE ABOVE DECISION TO THE SUPERINTENDENT OF SCHOOLS.

DATE OF RESPONSE: \_\_\_\_\_

Signature of Complainant

GRIEVANCE ADJUSTMENT FORM C

DECISION OF THE SUPERINTENDENT: (To be completed within ten (10) school days after the receipt of the written grievance.)

COMPLAINANT \_\_\_\_\_  
OF FILING GRIEVANCE

DATE

DECISION OF THE SUPERINTENDENT AND REASON THEREFORE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF THE DECISION: \_\_\_\_\_

Signature of Superintendent

GRIEVANT'S RESPONSE: (To be completed by Aggrieved within ten (10) school days of decision and sent to Association's Grievance Chairman.)

\_\_\_\_\_ I ACCEPT THE ABOVE DECISION.

\_\_\_\_\_ I HEREBY REFER THE ABOVE DECISION TO THE ASSOCIATION'S GRIEVANCE COMMITTEE FOR REFERRAL TO THE SCHOOL BOARD.

DATE OF RESPONSE: \_\_\_\_\_

Signature of Complainant

GRIEVANCE ADJUSTMENT FORM D

DECISION OF THE SCHOOL BOARD: (To be completed within ten (10) school days of the meeting.)

\_\_\_\_\_ AGGRIEVED PERSON

DATE OF FORMAL GRIEVANCE PRESENTATION: \_\_\_\_\_

DECISION OF THE SCHOOL BOARD AND REASONS THEREFORE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF THE DECISION: \_\_\_\_\_

\_\_\_\_\_  
Signature of School Board Representative

GRIEVANT'S RESPONSE: (To be completed by Aggrieved within ten (10) school days of receipt of decision and sent to the School Board and The Association's Grievance Chairman.)

\_\_\_\_\_ I (DO) (DO NOT) ACCEPT THE ABOVE DECISION.

DATE OF RESPONSE: \_\_\_\_\_

\_\_\_\_\_  
Signature of Complainant

GRIEVANCE ADJUSTMENT FORM E

GRIEVANCE COMMITTEE REVIEW: (To be completed by Association Grievance Committee Chairman within ten (10) school days of referral.)

\_\_\_\_\_ GRIEVANT \_\_\_\_\_

DATE OF FILING GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_ CHAIRMAN OF GRIEVANCE COMMITTEE

DATE REFERRAL RECEIVED BY GRIEVANCE COMMITTEE:

\_\_\_\_\_

DECISION OF THE GRIEVANCE COMMITTEE AND REASONS THEREFORE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ THE GRIEVANCE COMMITTEE HAS RECOMMENDED NOT TO SUBMIT THE GRIEVANCE TO ARBITRATION.

\_\_\_\_\_ THE GRIEVANCE COMMITTEE HAS RECOMMENDED THAT THE GRIEVANCE SHOULD BE SUBMITTED TO ARBITRATION.

Date of Opinion: \_\_\_\_\_

\_\_\_\_\_ Signature of Grievance Committee Chair



APPENDIX C

Lempster School  
District Employment  
Agreement

Dear \_\_\_\_\_

This letter is an offer of employment for a position as a (paraprofessional/custodian) for the Lempster School District for the \_\_\_\_\_ school year. Your work hours are from \_\_\_\_\_ to \_\_\_\_\_ for (52 weeks per year for custodians or 181 work days plus holidays for paraprofessionals). Your hourly rate is \_\_\_\_\_.

The terms and conditions of your employment are contained in the current Agreement between the Lempster Education Support Personnel and the Lempster School Board. Please ask for a copy if you do not have one.

Please sign this offer of employment to accept the offer and return one copy to the SAU office by June 30, \_\_\_\_\_. If we do not receive a signed letter by that date, we assume that you are no longer interested in the position and the offer will be withdrawn.

Thank you.

Sincerely,

Superintendent

I ACCEPT THE ABOVE POSITION: \_\_\_\_\_  
Signature Date

## APPENDIX D

### Supported Assistance

The following phases may be implemented to effectively monitor/supervise staff in need of assistance. Staff shall move through Supported Assistance starting at Level A.

A. Awareness Phase:

At this stage a supervisor will verbally describe how an expectation is not being evidenced.

B. Focused Assistance Phase:

At this stage, a supervisor will describe in writing how an expectation is not being evidenced and will list at least three suggestions to remedy the incident(s) or situation(s).

C. Directed Improvement Plan Phase:

This phase involves implementing a plan developed by the supervisor with specific measurable outcomes and timelines. Sufficient progress and achievement of outcomes towards demonstrating SAU #71 expectation will remove the employee from Supported Assistance status without stigma. Insufficient achievement of measurable outcomes moves the employee toward termination.

Definition of Directed Improvement Plan Phase Steps:

1. Administrator(s) will identify and document the area(s) of concern.
2. The employee and administrator(s) will confer to discuss implementation of directed improvement plan.
3. Timelines will be clearly identified with specific outcomes defined by target date on Directed Improvement Plan Form.
4. As needed, one or more administrators may complete formal and informal observations.
5. Assessment and recommendations following a Directed Improvement Plan will be completed by target dates. Recommendations based on the Plan can range from, but are not limited to, a decision to be removed from Directed Improvement Plan, continue the plan, or a decision to terminate.