

AGREEMENT

Between the Londonderry School Board

and the

Allied Health Professionals

July 1, 2022 - June 30, 2025

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ARTICLE 1 - RECOGNITION

- A. Under the Public Employees Labor Relation Board Licensure Order of December 15, 1998 and in accordance with RSA. 273:A as amended, the Londonderry School Board, hereafter referred to as the Board, hereby recognizes the Londonderry Association of Allied Health Professionals/LEA, hereafter referred to as the Allied Health Professionals or AHP, as the exclusive representatives for the purposes of collective negotiation for all Occupational Therapists, Physical Therapists, Speech Language Pathologists, Certified Occupational Therapy Assistants, and Nurses.
- B. Unless otherwise indicated, the term "AHP" when used hereinafter in the agreement shall refer to all Occupational Therapists, Physical Therapists, Speech Language Pathologists, Certified Occupational Therapy Assistants, and Nurses.
- C. This recognition shall not preclude the Board from communicating with, consulting, or dealing with any individual AHP or groups of AHP's for any purpose the Board shall deem desirable in the discharge of its responsibilities.
- D. The term "AHP Representative", as used in the Agreement means the Association Representative, or if unable to perform as such, their AHP designee. However, they shall be a part of the unit defined in Article 1, section A.
- E. Whenever the singular is used in the agreement it is to include the plural.
- F. A probationary AHP shall be defined as an AHP during their first three (3) calendar years of employment and issued a contract for the fourth year with the District, calculated in the same manner as teachers under RSA 189:14-a. During the period of probation, the employee shall be entitled to all employee benefits of non-probationary employees except that the employer shall be entitled to terminate the employee's employment without reasons and without prejudice to the employee's position or elect not to continue the employee's employment during or after the probationary period and the action by the employer will not be subject to the grievance procedure of the collective bargaining agreement.

ARTICLE 2 – NEGOTIATION PROCEDURE

Negotiations for a successor agreement shall be conducted in accordance with the provisions of RSA 273A. Either party may serve notice on the other to commence negotiations at any time prior to the termination of an existing collective bargaining agreement.

ARTICLE 3 – AHP EVALUATION

- A. Each Allied Health Professional shall be entitled to knowledge of and access to their file of evaluative material after notice has been given to the District Office. Access to their file shall occur within a 24-hour period, excepting weekends and holidays. No evaluation, which the Allied Health Professional has not been given access to, shall be utilized against the Allied Health Professional and they shall have the right to review and reproduce these. In the event that an Allied Health Professional refuses to sign material as called for in the sections of this Article, an Allied Health Professional representative will be called and will sign in the Allied Health Professional's place in order to provide verification that a genuine attempt was made to give the AHP an opportunity to read it. There will be only one master file, but a file may be kept by the building prior to transfer to the master file, provided that material not transferred to the master file within two school quarters shall not be utilized against the AHP.
- B. The AHP shall have the right to answer any material filed within thirty (30) school days of knowledge of its existence, and their answer shall be reviewed by the Superintendent; and the answer shall be attached to the file.

- C. No evaluation derogatory to an AHP's conduct, service, character, or personality shall be placed in the files unless the AHP has had an opportunity to read the material.
- D. Any complaint regarding an AHP made to any member of the administration by a parent, student or other person, which may be used in any manner in evaluating an AHP, shall be promptly investigated. The AHP shall be given an opportunity to respond in order that they may rebut the complaint. If the complaint is determined to be unsubstantiated, all references to the complaint shall be removed from the AHP's file. The AHP shall acknowledge that they had the opportunity to review such complaint by attaching their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents, thereof. The AHP shall also have the right to such material, and their answer shall be reviewed by the Superintendent or their designee and attached to all copies.

ARTICLE 4 – FAIR TREATMENT

An AHP will only be reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance in private conference, which may involve the Director of Pupil Services or Special Education Building Coordinator and principal(s). Specifically, disciplinary action shall not be taken in the presence of students or other staff members, with the exception of an AHP representative if requested by the AHP. Any such action will be detailed on written memorandum, copies of which will be given to the parties. Supplementary statements may be submitted by anyone involved. This memo and any supplementary statement will be forwarded to the Superintendent as soon as the administrative workload permits.

ARTICLE 5 – GRIEVANCE PROCEDURE

A. Definition

A "Grievance" shall mean a complaint by a bargaining unit member, or the Association that there has been to them, a violation, misinterpretation or inequitable application of any provision of their Agreement, or any action of the employer that will result in termination of employment, except that the term, "grievance" shall not apply to (a) any matter for which a specific method of review is prescribed by law; or (b) any rule or regulation of the State Commissioner of Education; or (c) any by-law of the Board of Education pertaining to its internal organization; or (d) any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone. In the case of a grievance initiated by the Association, at the request of the School Board or the administration, the name or names of the aggrieved employee(s) will be made known. In the event that no name is submitted upon request, or in the event that the AHP named disavows the grievance, no matter to what stage it may have advanced, the grievance shall be construed as being withdrawn without setting a precedent.

B. Procedure

A grievance to be considered under this procedure must be initiated within (21) calendar days of when the grievant knew of, or reasonably should have known of the alleged violation, misinterpretation, or inequitable application.

Failure at any step of the procedure to communicate a decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of the 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 the step.

It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

C. Informal Level

Any bargaining unit member or group of employees who has a grievance shall discuss it first with their immediate supervisor in an attempt to resolve the matter informally at that level.

D. Principal Level

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, shall set forth their grievance in writing to the principal specifying:

1. The nature of the grievance and date occurred.
2. The nature and extent of the violation, misinterpretation or inequitable application.
3. The results of previous discussions.
4. Their dissatisfaction with decisions previously rendered.
5. The remedy sought.

The principal shall communicate a decision to the employee in writing within five (5) school days of receipt of the written grievance.

E. Superintendent Level

The employee, no later than five (5) school days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the Principal as specified above and the employee's dissatisfaction with decisions previously rendered. The Superintendent shall meet with the employee to attempt to resolve the matter as quickly as possible but within a period not to exceed five (5) school days. The Superintendent shall communicate a decision in writing to the employee and the Principal not later than five (5) school days after the meeting.

F. School Board Level

If the grievance is not resolved to the employee's satisfaction, they, no later than five (5) school days after the receipt of the Superintendent's decision, may request a review by the School Board. The request shall be in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the School Board.

The Board or committee thereof, shall review the grievance and shall hold a hearing with the employee within thirty (30) calendar days of receipt of the grievance. The Board shall render its decision in writing with findings of fact within fifteen (15) calendar days of the conclusion of the hearing with the employee.

G. Binding Arbitration

If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and they wish a review by a third party, they shall so notify the Association within ten (10) school days of receipt of the Board's decision.

If the Association determines that the matter should be reviewed further, it shall ask the Board to agree to a mutually acceptable arbitrator within twenty (20) school days of receipt of the Board's decision. In the event the parties are not able to agree on an arbitrator, the Association shall request the American Arbitration Association to submit a panel of arbitrators for mutual selection by the parties.

- a. The arbitrator shall limit themselves to the issues submitted to them and shall consider nothing else. They can add nothing to, nor subtract from the agreement between the parties, nor modify any of its

terms. The decision of the arbitrator shall be binding. Notwithstanding anything to the contrary, neither dispute nor controversy shall be subject to arbitration unless it involves an alleged, specific, and direct violation of a specific provision of the Agreement.

H. Right of Representation

Any grievant may be represented by themselves or by a representative of their choice at all stages of the grievance procedure. If the grievant chooses not to be represented by the Association, a representative of the Association will be permitted to be present as an observer at levels D, E, and F. The Association will be provided copies of any written correspondence, including appeals and decisions, pertaining to the processing of the grievance at levels D, E, and F. It is understood that only the Association may initiate arbitration.

I. Costs

1. Each party will bear the total cost incurred by them,
2. The fee and expenses of the arbitrator will be shared equally by the two parties.

J. Freedom from Restraint

Any AHP employed by the District shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in the exercise of the rights of initiating, joining in, pursuing, or participating in a grievance, whether as grievant, witness, representative, or other participant.

ARTICLE 6 – SICK LEAVE

- A. AHP will be entitled to fifteen (15) sick leave days each school year for personal immediate family illness, defined as the illness of an AHP's child, step-child, spouse, parent or step-parent. After the AHP has been with the District six (6) years, the AHP will be entitled to ten (10) sick days. Sick leave days may be accumulated from year to year, with the maximum limit of one hundred and ten (110) days. In the year of retirement, AHP may exceed the limit of 110 accumulated days up to 116 provided that they donate one day to the sick bank, if not the exceed will be 115 days. However, at the end of the year, the number of accumulated sick days may not exceed 110.
- B. AHP's will receive notification of their accumulated sick leave.
- C. Extended Sick Leave Bank

AHP's who are members of the LAAHP may elect to participate in the LEA Sick Bank. Prior to September 15th of each school year in which the agreement is in effect, all members of the negotiating unit may elect to donate one sick leave day from their annual fifteen-day sick leave entitlement. The bank of extended sick leave days may be used by members who so donate under the following conditions:

1. Once established, the bank shall not be increased during the school year. Exhaustion of the bank shall be a bar to the provision of further benefits during that year.
2. Unused sick leave days in the bank at the close of the school year shall carry over into subsequent years up to a unit of two times the number of staff but will not revert to the membership of the bank. The Association will provide the Superintendent with a report by August 15th.
3. A member of the bank shall be eligible for benefits from the bank only after their accumulated entitlement, as specified in Paragraph "B" of this article is exhausted.
4. A committee of members of the bank, to include the Director of Human Resources (with no veto vote) shall be established by the members of the bank to receive requests for benefits and to grant the same within the limitations of this paragraph. Whenever such benefits are granted, the committee shall immediately inform the superintendent's office so that a proper accounting may be made.

5. A member who is eligible for sick leave benefits may apply for such after an incapacitating illness or disability of twenty (20) working days. Such application shall be accompanied by written evidence of disability from a licensed physician and a copy of which will be made available to the Board.
 6. Upon similar application, such member may be granted further benefits from the pool of available days in the bank as may be determined by the committee.
 7. The committee may establish guidelines for the allocation of funds from the bank provided such guidelines are consistent with the provisions of this section and the Family Medical Leave Act (FMLA).
 8. Notwithstanding any other provisions of this Agreement to the contrary, controversies arising out of the application of this bank shall not be subject to the grievance procedure in Article 5.
 9. The Board will allocate 20 sick days per year (non-cumulative) to the LEA for use at their discretion to its membership. These days will only be used in extreme circumstances for those members who have no remaining sick days during the course of the school year. No union member will be allocated more than 5 days during the course of any one year. The usage of these days shall be determined by the LEA sick bank committee members.
- D. An employee who is absent due to a work connected injury (Worker's Compensation) shall receive the net difference between Worker's Compensation payments and full pay at their applicable salary rate, until such employee has used all of their personally accumulated or extended sick leave. Thereafter they shall continue to receive only those monies paid to them under the provisions of the Worker's Compensation Law of the State of New Hampshire. Amounts paid by the Board under the provisions of this Section shall be subject to usual and customary payroll deductions (taxes, etc.) In no event shall AHP's receive monies in excess of the regular net earnings to which they were entitled prior to any such Worker's Compensation claim.
- E. AHP's retiring from the Londonderry School District with fifteen (15) years of service with the Londonderry School District and being at least age fifty-five (55) or with twenty-five (25) years of service with the Londonderry School District and being at least age fifty (50) within that calendar year, shall receive a retirement payment equal to 50% of their current per diem for up to 110 days of unused sick leave provided, however, that in order to qualify for said payment, notice of intent to retire must be provided to the Superintendent on or before February 1st, four months prior to the effective date of the retirement in the following June. The Board will waive the deadline for notice of intent to retire if an AHP establishes a change in the health of the AHP or an immediate family member (spouse, parent, child, or grandchild) and may waive the deadline for notice for other good cause shown as determined by the Board in its sole discretion. If the Board does not grant a waiver, the AHP's retirement payment will be paid prior to June 30 in the year following the year of the AHP's retirement (By way of example, retire in June of 2019, payment to be made June of 2020.) This payment will be made after receipt of their approved retirement from the State of New Hampshire Retirement System. Retiring AHPs shall be eligible to participate in all health, dental, and life insurance programs at appropriate eligibility levels (individual, 2-person, family, etc.) at their expense, provided that they meet the conditions mentioned earlier in this paragraph.
- F. AHP shall receive up to \$675 for non-use of sick leave throughout a complete school year. For each sick day used during such school year, this amount will decrease by \$225. Donation of one sick day to the Sick Leave Bank does not count as utilization of sick leave for the purpose of this paragraph.
- G. If an AHP has requested in advance a whole or partial day of leave, and due to school cancellation/delay/early release, the AHP does not miss the requested time, the unused leave time shall be restored to the AHP's account.

ARTICLE 7 – PERSONAL LEAVE

- A. Under no circumstances should any employee be absent from school without the advance knowledge of the building principal and/or Superintendent's office.
- B.
1. Up to three (3) personal days shall be granted to each employee each school year for personal, family, or legal business, which requires the employee's absence and cannot be conducted outside school hours. The employee shall not be required to specify the reason for personal days. The employee shall give the building principal at least (72) seventy-two-hour advance notice in writing for the use of all personal days, except in the case of an emergency in which case as much advance notice as is possible will be given.
 2. Personal days may not be utilized on the contract day before or the contract day after a vacation, holiday, or other leave, except in the case of an emergency. Exceptions may be granted by the Superintendent on a case-by-case basis.
 3. Personal days must be utilized prior to any employee being unpaid for absences.
 4. District will pay each AHP \$50 for each unused full personal day. AHP's will be able to accumulate each unused full personal day for the sole purpose of the buying back of these days upon retirement as outlined in Article 6 E. at a payment equal to 50% of their per diem in the year of their retirement.
- C. All AHP's of the School District shall be allowed five (5) work days leave per year/per circumstance with pay (not accumulated and not deducted from sick leave) in the event of death involving a member of the immediate family or the death of a domestic partner. Immediate family is defined to include spouse, children, stepchild, parents, stepparents, sister, brother, parent of an employee's child, grandchild, or blood relative or wards residing in the same household. Domestic partner is defined as an individual with whom an employee maintains a significant familial relationship lasting at least two (2) years in duration, under circumstances where the individuals involved share a single dwelling unit. The Superintendent may use his discretion in extending this leave for more than five (5) days with pay.
- A three (3) day leave shall be allowed in the event of the death of a parent-in-law, grandparent or stepsibling, daughter-in-law, and son-in-law. The Superintendent may use his discretion in extending this leave for more than three (3) days with pay.
- A one (1) day leave shall be allowed for the death of a brother-in-law, sister-in-law, grandparent-in-law, niece, nephew, aunt or uncle.
- D. If an AHP is called as a juror they will be paid the difference between the fee received for such service and their regular pay for the workday. Evidence of fee received must be submitted to payroll.
- E. If an AHP has requested in advance a whole or partial day of leave, and due to school cancellation/delay/early release, the AHP does not miss the requested time, the unused leave time shall be restored to the AHP's account.
- F. The District will accommodate sincerely held religious beliefs and practices as required by State and Federal law. Leave as set out below shall only be granted for work restricted religious holidays **as recognized by "Jesuitresources.org"**. Eligible employees shall be granted up to one paid day for work restricted religious holidays provided the day is requested in writing by application to the superintendent on or before September 1 of the school year during which the leave will be used. If additional accommodations are required, any personal leave available to the employee and the paid leave contemplated herein must be used before any unpaid days may be granted. Leave under this section shall not be used for weddings, funerals, or other similar events.

ARTICLE 8 – EXTENDED LEAVES

A. Military Leave

Military Leave without pay shall be granted to any AHP who is drafted or involuntarily activated in any branch of the armed services of the United States for a period of active duty. Upon return from active duty, the AHP shall be considered to have been continuously employed, that is, shall be placed on the salary schedule at the level which the AHP would have achieved if not absent; this will only apply to military leaves.

B. Parenting Leave

The District's FMLA policy controls paternity, maternity, and adoption leave, with the following additions.

1. Extended Maternity Leave

Extended maternity leave of absence without pay (that is, extended beyond the time of their medical disability due to pregnancy) shall be granted to a pregnant AHP with at least 12 full months of service in the district, upon request to the Superintendent of Schools, in writing, as soon as the pregnancy has been definitely determined, stating the estimated date of the leave's commencement. Except in cases of emergency, the AHP shall also give at least thirty (30) days' notice.

An AHP who is pregnant may continue in active employment until as late as is desired with written approval of the attending physician. Where a Principal judges that an AHP is unable to perform all required functions adequately as a result of pregnancy, the Principal shall express such in writing.

In order to avoid unnecessary disruption of AHP-student rapport, extended maternity leave of absence shall expire at the end of the school year or at the end of the second marking period; the Association agrees that this distinction is based on sound educational practice and further agrees that this distinction shall not be considered grounds for any claim of wrongful discrimination or inequitable application.

An AHP on extended maternity leave shall have the opportunity to substitute in the school district in the area of their licensure at the discretion of the Superintendent of Schools.

If the pregnancy does not result in parenting, the AHP may apply for termination of leave. Such return must be accompanied by a certificate of health from the AHP's physician and the recommendation of the Superintendent of Schools. Return from leave provided for in this section shall be at the end of a marking period during the school year.

2. Adoption Leave

Any AHP with at least one (1) year of service in the district adopting a child shall be granted a leave of absence without pay. The leave shall expire at the end of the current school year or at the end of the second marking period, unless the adoptive agency requires an extended leave. Such leave shall commence upon receiving de facto custody of the child, or earlier if necessary to fulfill the requirements of adoption, and the AHP will give thirty (30) days advance notice to the Superintendent, except in case of emergency. Return from leave provided for in this section shall be at the end of a marking period during the school year.

3. Paternity Leave

An AHP with at least one year of service in the District will be entitled (upon request) to a leave without pay to begin any time between the birth of their child and up to one school year after the child is born. The AHP shall notify the Superintendent of Schools at least thirty (30) days prior to the date on which the leave is to begin except in cases of emergency. Paternity leaves of absence shall expire at the end of the school year. Return from leave provided for in this section shall be at the end of a marking period during the school year.

4. Restoration of Benefits

All benefits, to which an AHP was entitled at the start of parenting leave, including unused sick leave, shall be restored upon the AHP's return and the AHP shall be assigned within the area of licensure.

C. Other Leaves and Additions to Leaves

1. An AHP may apply for and the Board will consider unpaid leaves of absence for other reasons, which when granted shall expire at the end of the school year.
2. Additional leave may be granted upon the AHP's request to the Superintendent of Schools and the Superintendent's recommendation to the Board and subsequent approval. Said leave, if granted, shall be in writing.
3. All extensions, renewals or modifications of leaves shall be applied for in writing and, if granted, such approval shall be in writing. Such extensions or renewals shall be upon the recommendation of the Superintendent of Schools with subsequent Board approval. An AHP who fails to return at the expiration of their leave is considered to have resigned unless an extension, renewal or modification has been granted.

ARTICLE 9 – SABBATICAL LEAVE

- A. An AHP with seven (7) years' service to the Londonderry School District, the last four (4) of which having been consecutive, shall be eligible to apply for Sabbatical Leave. The term of the Sabbatical Leave shall coincide with the regular school year.
- B. Upon the recommendation of the Superintendent of Schools, the Board may permit members of the AHP staff to take Sabbatical Leaves for the purpose of approved full-time study or other approved educational activities of benefit to the School District.
- C. Applications for Sabbatical Leave must be in the Superintendent's Office not later than the 15th of February for the following September. The application shall be in the form of detailed summary of the project to be undertaken during the Sabbatical Leave.
- D. The compensation for the staff member on sabbatical leave shall be one-half (1/2) of the annual salary for one full year of leave (two semesters) or 1/4 of the annual salary for one semester of leave. Such payments shall be made in accordance with the provisions of the Board for payment of salary in accordance with their years of experience. The Staff member will be required to furnish proof to the Superintendent as to the status of their sabbatical leave project upon the Superintendent's request.
- E. The Board shall fund 1 sabbatical leave per year provided it receives 1 meritorious application. In the event the Board receives less than 1 meritorious application, the Board shall fund an amount equal to the number of such applications.
- F. As a condition to receiving final approval for Sabbatical Leave, a staff member must file with the Superintendent the provided contract agreement which stipulates that they will return to the Londonderry School District for a period of one (1) year after the expiration of said leave or repay the District the full amount received as salary during the Sabbatical Leave. Their position, upon returning to the School District shall be one that best serves the School District as determined by the Superintendent, provided that they shall not be assigned outside the area of their certified qualifications.
- G. A term of Sabbatical Leave shall entitle an employee to a normal salary schedule increment at the beginning of the next fall.
- H. The regular sick leave policy shall apply to an employee returning to the School District. Accumulated sick leave still continues.
- I. The person on Sabbatical Leave shall be eligible for AHP fringe benefits then in effect on the same basis as other AHPs teaching in the Londonderry School District.
- J. The Board will make an allowance for the cost of courses taken during the Sabbatical Leave equal to the professional improvement in accordance with the Provision of Article 12.

ARTICLE 10 – AHP WORK YEAR

- A. The Superintendent shall draw up a school calendar to recommend to the Board and shall consult with the Association, other individuals, and organizations within the school system, and, if they see fit, individuals and organizations other than within the school community.
- B. The recommended calendar shall provide for a teacher work year of one hundred and eighty-eight (188) days for the term of this agreement, to start no earlier than two (2) weeks before Labor Day, and end no later than June 30, provided that AHP new to the school system may, during their first year, be required to participate in up to three (3) additional workshop days at the discretion of the Superintendent. Schedule two and one half (2.5) days of professional development and learning and one and one half (1.5) day for classroom set-up prior to the start of school in the Fall. With mutual agreement of the Superintendent, School Board and AHP, the school day may be lengthened by a maximum of two (2) hours to ensure meeting minimum State standards resulting from school closures caused by inclement weather or other natural disaster.
- C. In the event of school cancellations due to inclement weather or other emergency the District will not “makeup” the first five (5) days of school cancelled each year provided however, that if, the total hours of instructional time required by the State Department of Education’s minimum standard for public school approval will be below the hours required for any grade level for any school year as a result of said cancellations, then in that event, the number of days needed to assure compliance with minimum standards will be made up.
- D. The Board agrees that any change in the calendar after its formal adoption by the Board will be made only after the Association is given as much advance notice as is given School Board members that such a change is contemplated, and further acknowledges that the Association has the right to participate in the discussion leading to the Board’s decision.

ARTICLE 11 – DUES DEDUCTION

- A. The Board agrees to deduct from the salaries of its employees’ dues for the Londonderry Association of Allied Health Professionals/LEA, as said AHP's individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to such Association. Proper forms shall be filed in the Superintendent's Office by October 10th. Deductions shall be made in eighteen (18) equal payments starting with the first pay period of November. The Board agrees that the AHP will have an opportunity to add new members to the dues deduction list after the October 10th date but not to exceed 10% of the present membership.
- B. All monies collected from Association dues will be transmitted to the Association within a reasonable period of time after these monies have been deducted from the members’ wages. The Board agrees to deduct automatically from the salaries of its employees’ dues to such Association.

ARTICLE 12 – PROFESSIONAL IMPROVEMENT

- A. The Board will subsidize the cost of educational courses for AHP's in accordance with provisions of this Agreement.
- B. When an AHP qualifies in accordance with this Article, the Board will reimburse said AHP up to a maximum of \$2,000 for NH State License certification, ASHA certification, NBCOT certification, registration fees, tuition, and the cost of required textbooks and materials for workshops, conferences, and college or university conferences or programs (hereinafter referred to collectively as “coursework”). This amount may be increased to \$2,750 for graduate level (must be enrolled in a degree Masters or Doctoral program or have already received a Masters Degree) coursework that is relevant to the current or anticipated assignment. In order to be eligible for the relevant reimbursement, the following conditions must be satisfied:
 - 1. The coursework must be approved in advance by the Superintendent or their designee;

2. The coursework must be satisfactorily completed in accordance with Paragraph C below;
 3. Ten (10) percent of the value of the coursework may be reimbursed for expenses provided that the total amount paid does not exceed the relevant maximum to be given in any year.
- C. AHP's will be reimbursed for coursework in accordance with the following:
1. Londonderry School District shall reimburse AHP's for coursework up to one hundred percent (100%) of the maximum rate set forth in paragraph B above, for a grade of "C" or better, or a "Pass" in a pass/fail system, and there shall be no reimbursement for a grade below a "C" or for a grade of "Fail". Notwithstanding, an AHP may request that they receive fifty percent (50%) of the cost of the tuition, in advance, with the remaining fifty percent (50%) paid upon completion. Under circumstances where it would create a financial hardship for the AHP to provide fifty percent (50%) of the tuition in advance, the Superintendent shall have the authority to provide advance funding up to one hundred percent (100%) if the Superintendent deems to do so is in the best interests of the School District. The Superintendent's determination as to whether or not to provide 100% advance funding shall not be grievable. If the AHP receives less than a "C" grade or a "Fail" grade on a pass/fail grading system, the employee shall be responsible to reimburse the District for any amounts advanced. The AHP, in accepting advance payments, authorizes the District to automatically deduct from their remaining paychecks within the current fiscal year, in equal amounts, the money so advanced if the applicable grade(s) are not received. The advance payment request shall be made 3 weeks prior to the date tuition is due.
 2. Reimbursement shall be 100%, at the maximum rate, for a grade of "c" or better, or a "pass" in a pass-fail system, and there shall be no reimbursement for a grade below a "c" or for a grade of "fail".
- D. All college or university courses approved in advance by the Superintendent and completed satisfactorily as specified above, whether reimbursed or not shall be applicable to placement of the AHP on the salary schedule.
- E. AHP's participating in District workshops beyond the contractual year will be paid \$30.00 per hour for approved training and curriculum work.
- Evaluations/screening (summer testing/K screenings) outside of regular contract will be compensated at \$50 per hour.

ARTICLE 13 – INSURANCE PROTECTION

A. Health Insurance.

During the period of this agreement, the Board shall provide health insurance for its employees in accordance with the following provisions:

1. Employees will be able to select School Care *or* mutually accepted carrier as the provider of their insurance coverage.
2. Employees may enroll in a single, two person, or family SchoolCare Green Open Access Plan, \$20 copay, RX10/30/65 or SchoolCare Red Open Access Plan, \$250/\$500 deductible, RX10/30/65 and the School District will pay 90% of the cost of the premium of the Green open Access Plan for whichever plan is chosen.
3. Employees who elect not to be covered by any health insurance for the period of any fiscal year of this agreement and are employed by the District by October 1 of said school year (pro-rated for AHP employed after October 1), shall receive a lump-sum payment of \$500 payable in the last pay period of the year in question. Married employees receiving increased Board contribution to health insurance are ineligible to receive this \$500 lump sum payment. Employees who opt for the rebate of \$500 in lieu of medical must first show proof of coverage under another medical plan other than a plan acquired through a state or federal health insurance exchange. All employees must provide proof of insurance coverage, for the employee and others for whom the employee expects to claim a personal exemption deduction, from a

non-district source that provides minimum essential coverage (other than in the individual market), if they elect not to be covered by health insurance.

4. That during the term of this collective bargaining agreement the School Board agrees that it will not change its insurance carrier from the proposed SchoolCare Plans currently offered except upon the occurrence of any of the following:
 - a. The company shall discontinue the offering of such plans.
 - b. The company shall substantially alter the benefits that are provided to participants in the plans.
 - c. The costs of said plans shall increase by more than 25 percent above the average increase for other plans offered to employees within the District
5. The School Board agrees to provide a full time AHP who is married to another full time Londonderry School District employee who is eligible for health insurance, 100% health insurance coverage in their position at their appropriate level. All other persons shall be governed by the regular insurance coverage. The benefit provided herein shall only continue to be available as long as said couple are both employed by the District as fulltime employees/AHP and are married to each other.
- B. The District will provide Life insurance for those who qualify for it with premiums paid by the Board. Coverage shall be in the amount of Step 1 on the Bachelors scale on the Allied Health salary schedule. The Board reserves the right to select the insurance carrier.
- C. The Board shall pay 100% of the cost of flu shots for an AHP who requests flu shots (subject to availability of the flu vaccine). The Board shall arrange for the shots to be administered and may make direct payment to the physician engaged by the Board.
- D. All group insurance may be continued at the Allied Health Professionals' expense during their extended leave of absence. Collection of premiums shall be on a current basis or group insurance may be terminated.
- E. The District shall pay 100% of the one-person premium or 75% of the 2-person or family premium for Delta Dental Plan 3D, (coverage A – 100%, B – 80%, and C – 50%) with no deductible, \$2,000 contract year maximum per person.
- F. Any AHP working part-time shall have insurance benefits pro-rated.
- G. The School District will provide reimbursement of up to \$100 per AHP, per year, for eyeglasses for contact lenses. Payment will be made to the AHP after crediting any payment by their health insurance carrier.
- H. Long Term Disability.

The School Board shall provide, at no expense to employee long-term disability insurance covering non-work-related accident and illness to commence on the 180th day of such illness or injury at sixty-six and two-thirds percent (66 2/3%) of the employee's basic salary without deductions. Full coverage is provided until age 65 and then is reduced annually on a revised schedule until age 70 at which time coverage ceases. The District reserves the right to require at any time during the disability period, an individual medical examination by a physician of management's choice. Such results shall be forwarded to the insurance carrier for review.

ARTICLE 14 - SALARIES

- A. The salary scale of all AHP'S covered by this agreement is set forth in Appendix A, attached hereto and made a part thereof. An Occupational Therapist or Speech Language Therapist who is asked to supervise the work of a COTA or Speech Language Assistant shall receive a \$500 stipend per year. Any AHP who holds a Ph.D., Ed.D., Psy., Sc.D., D.PT. will receive an additional \$2000 per year.
- B. AHP's who have completed at least one hundred (100) school days of service within the District during the school year and whose performance is satisfactory as determined by the Superintendent of Schools should be

advanced one step on the appropriate salary schedule, or receive the negotiated increase if grand-fathered off schedule.

- C. All AHP's hired to the District under this Agreement shall be placed on the salary schedule according to their years of experience. This also applies to any AHP hired as a 1-year replacement for an AHP who is out of school on a leave. The salary offered to a temporary AHP (less than 90 days), may be calculated on a per diem basis in an agreement between the AHP and the School District.
- D. Employees shall be paid twenty-six (26) equal bi-weekly payments commencing the first pay period after the work year begins with all remaining compensation paid on the last AHP workday provided that all responsibilities of the AHP to the School District have been fulfilled.
- E. Salary track changes will be made effective twice a year, the beginning of the AHP's school year and February 1st. AHP's will request a change and submit verification at least ten (10) calendar days prior to the effective date of the change.
- F. AHPs will receive their individual contract by April 1st and the signed contract must be returned by April 15th or it will be deemed a resignation. If an AHP has returned a signed contract by the aforementioned date (April 15th) and elects to resign their position no later than the close of business on June 1st the resignation will be accepted without penalty. The School District may accept an AHP's resignation after June 15th, if the School Board receives a 45-day advanced notice of intent to accept a non-AHP position and a replacement has been secured or if reasons stated are family health or relocation. If, and only if, an AHP was employed by the Londonderry School District in the 2015-2016 school year, a \$500 yearly stipend will be given to the AHP for holding a Sensory Integration certification from Sensory Integration International or WPS (Southern California University).
- G. All employees are strongly encouraged to have their salary/wages paid by means of direct (electronic) deposit. All employees shall provide the District with the appropriate bank routing information as soon as practicable and, in any event, no later than two weeks prior the first applicable pay period of the school year.
- H. AHP's who are off the salary schedule shall receive the amount of salary they received in the prior school year plus a Cost-of-Living increase YR 1 (FY23) of 3.5%, YR 2 (FY24) increase of 3%, and YR3 (FY25) increase of 3%.
- I. Employees on the Alternative AH track will be placed on the AHP scale at 80% of each step. Current AHP's on the B+30 will be grandfathered to receive the cost-of-living adjustment. AHP hired on or after July 1, 2012 on the B+30 will not receive a cost of living adjustment after reaching Step 15.

ARTICLE 15 – TIME REQUIREMENTS/HOURS AND LOAD

- A. The Association agrees that an AHP's day is not necessarily coterminous with that of a pupil; further, that the Board has the right to establish the time of the pupils' and AHP' day.
- B. AHP must be present in the school building, performing school related activities, fifteen (15) minutes prior to the opening of school and fifteen (15) minutes after the end of the last period. However, the AHP school day may be extended by the principal for the following:
 - 1. Individual instruction or counseling of students;
 - 2. Parent conferences and school open houses, which may be in the afternoon or evening;
 - 3. Professional staff meetings and conferences with school administrators;
 - 4. Assigned duties such as bus duty and detention;
 - 5. These duties will be assigned in a fair and equitable manner.
- C. The length of time the AHP is to remain on morning or afternoon duty is to be determined by a directive issued by the building principal.

- D. Any exception to (B) above must be approved by the building principal. It should be for special occasions only, and not on a regular basis. Such exceptions shall not become precedents or be used as a basis for determining future exceptions.
- E. As a part of their professional responsibility, AHP's shall attend a monthly maximum of two (2) department and/or other professional staff meetings outside of school hours which are scheduled to provide meaningful professional growth or to clarify school business in general.
- F. AHP chaperoning students while attending an overnight curriculum-based trip shall be compensated at the rate of one-half (1/2) per diem for each overnight, in addition to their regular salary. Such curriculum-based overnight trips will be clearly defined and approved by the Superintendent and School Board. Co-curricular trips are not considered curriculum-based trips.
- G. If the length of the school day is increased from present levels, the salaries of the AHP staff will be increased by the same percent as the percent increase in minutes over the present day.
- H. An uninterrupted daily lunch of at least 20 minutes will be scheduled for all AHP.
- I. The Board shall provide 240 minutes prep time per week for professional staff at the elementary level (OT, PT, and Speech Therapists with caseloads).
- J. An hour of additional work during the school day within the school year will be approved at \$40/hr, by the Director of Pupil Personnel or designee.

ARTICLE 16 – RIGHTS OF THE PARTIES

- A. The Board, subject to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the School District, including but not limited to the right: (a) to direct employees of the School District; (b) to hire, promote, transfer, assign and retain employees in positions within the School District and suspend, demote, discharge or take other disciplinary action against employees for just cause; (c) to relieve employees from duties because of lack of work, or for any other legitimate reasons; (d) to maintain the efficiency of the District operations entrusted to them; (e) to determine the means, methods, and personnel by which such operations are to be conducted; (f) to take whatever actions might be necessary to carry out the mission of the School District in situations of emergency; and (g) to judge the relative qualifications of candidates for all positions and assignments.

The parties understand that the 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 them, and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either.

- B. Neither the Board nor the Association will engage in reprisals of any kind against any AHP by reason of their membership or lack of membership in the Association or participation in or refusal to participate in its lawful activities.
- C. The Board will, upon request, make known to the Association when and where information is available, such information as the Board is required to release to the general public.
- D. Notice of Vacancies
 1. Within ten (10) school days of vacancies becoming available, notices of vacancies will be posted on an official bulletin board in each faculty room of each school and sent to the Association.
 2. Such notices shall contain date of posting, a description of the position (whether elementary or secondary) name and location of school, requirements of the position, the day when applications are closed, and the name of the person to whom the application is to be returned" and shall be posted for five (5) working days.

3. AHP's who desire a change in assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent within ten (10) days after receipt of valid signed new individual contract. Such statement shall include the school or schools to which they desire to be transferred, in order of preference.
4. When a vacancy occurs as a result of a AHP being involuntarily transferred, leaving, or the creation of a new position, the District shall "professionally" review transfer requests from members of the Association provided under paragraph D. 3. above, before acting on applicants from outside the Association. If a member of the Association is to be interviewed, they will be interviewed at the same time as other applicants.

E. Involuntary Transfer

1. Whenever an AHP is to be involuntarily transferred, they will be notified of the intended action by their immediate supervisor as soon as practical. The notice shall be in person, if reasonably possible, shall include the reason for the transfer, and shall be confirmed in writing.
2. Such transfers shall be affected only after the AHP has (1) been informed of all existing vacancies in the District within their area of licensure; and (2) has had the opportunity to express a preference regarding assignment.
3. The best interests of the School District as well as the AHP's preference and area of Licensure and competence shall form the basis for final decision on transfer. Prior to the transfer decision being implemented, every reasonable effort shall be made to arrange for the AHP to visit the new assignment.
4. An AHP may resign by giving notice to the Superintendent within fifteen (15) days of receipt of notice of the involuntary transfer.

F. The Executive Committee of the Association will have the right to place notices, circulars, and other materials in AHPs' mailboxes.

G. No AHP shall be disciplined unless for just cause.

H. Members of the AHP bargaining unit may participate in leaves granted for the purpose of representing the Association at the New Hampshire Education Association Delegate Assembly. Up to two people from the AHP unit shall be entitled to participate so long as the maximum number of all persons attending does not exceed the maximum allowed under the LEA collective bargaining agreement.

ARTICLE 17 – REDUCTION IN FORCE

In the event, at the sole discretion of the School Board of the Londonderry School District, it shall be necessary because of reduced enrollment, reassignment of personnel or students, curtailment of economic resources or funds, change or consolidation of Board authorized programs, or for any other reason, to reduce the number of persons employed by the School District within the classification of the Londonderry Association of Allied Health Professionals bargaining unit, the following procedure shall be followed:

- A. The Superintendent will notify a representative of the LAAHP when a reduction in force is about to take place.
- B. If the School Board, at its sole discretion, decides that a reduction in force is required, the School Board will request written documentation regarding said reduction in force for consideration, from the LAAHP for alternative methods of reducing said workforce.
- C. The Superintendent will use the following procedure in determining the personnel involved in the reduction in force:
 1. The reduction in force will be determined within these classifications:

a. OT	d. SLA
b. PT	e. COTA

- c. SLP
 - f. Nurses
2. Reductions within the affected classification will first be made in the following manner.
 - a. Retirement
 - b. Resignation
 - c. Non-renewal of contract for probationary employees.
 3. If further reductions are necessary, the following criteria shall be considered:
 - a. The School Board will reduce staff in order of lowest seniority within the classification. Seniority is defined as the length of continuous service within the bargaining unit classification in Londonderry. Approved unpaid leaves shall not result in loss of previously earned seniority.
 4. Members shall be recalled in reverse order of layoff for any open position within the classification in which the layoff occurred.
 - a. Laid off members shall be eligible for recall for an eighteen (18) month period following their final date of employment.
 - b. Members shall be responsible for notifying the Superintendent in writing of their current address. Recall notices shall be mailed certified, return receipt requested.
 - c. Members shall have seven (7) calendar days to respond to any recall notice. Failure to accept recall shall terminate the member's rights under this article.
 - d. Any member recalled shall retain previously accrued benefits such as seniority and sick leave.

ARTICLE 18 – MISCELLANEOUS PROVISIONS

- A. Mileage Allowance. AHP's whose use their own automobiles as so approved, including AHP's who are assigned to more than one (1) school per day, will be reimbursed at the amount allowed by the IRS for such required use. The Superintendent shall compute the distance between schools. The Board shall provide automobile liability and collision insurance protection for AHP's when their personal automobiles are used to carry students on field trips. Reimbursement shall be made monthly on receipt by the business office of an expense voucher submitted by the Allied Health Professional.
- B. Each presently employed member of the bargaining unit who is to be rehired will receive an individual employment contract, which shall provide notice of the job assignment including worksite. Said individual contract shall be delivered to the employee at school, no later than ten (10) days before the last day of student attendance of the current school year. In the event that changes in such assignment are made, the AHP affected shall be notified promptly and will have the right to a conference with the administrator in charge of scheduling assignments.
- C. While corporal punishment (defined in Board Policy JGA) is not permitted, an AHP may, when necessity arises, use such force as is necessary to restrain a student from mounting an attack or inflicting physical abuse and injury on the AHP or other person(s). The force used shall be such as to be clearly restraint, and not punishment, and shall be the minimum necessary to protect the intended, or innocent, victims from harm.
- D. Time lost by an AHP in connection with an incident covered by this Article shall not be charged against the AHP, nor shall the AHP suffer any loss in compensation or other benefits because of any such lost time.
- E. If any provisions of the Agreement or any application of the Agreement to any employee or group of employees shall be found 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 of their Agreement will continue in full force and effect.
- F. Neither the Association nor any AHP shall during the term of their Agreement engage in or condone any strike, slow-down, work stoppage, or any other concerted refusal to perform any assignment on the part of any employee(s) represented hereunder, nor shall the Board sponsor any lockout.

- G. The cost of reproducing copies of the Agreement in booklet form shall be shared equally by the parties, using a publisher chosen mutually. The specifications will include a completion date allowing the copies to be distributed on or before the first workday of the school year.
- H. It is understood that both parties have had an opportunity to make proposals on all negotiable issues during negotiations, and that the written agreement reached as a result represents the total of all.

ARTICLE 19 – DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2022, and shall continue until June 30, 2025, or until a successor agreement has been properly negotiated. Any implementation of this agreement or the continuation thereof is subject to sufficient funds being appropriated to cover the costs of such implementation.

APPENDIX A

FY22-23 FY23-24 FY24-25 Salary Schedule

FY 2022-2023

Steps	AAHP	B	BA+15	BA+30	M	MA+15	MA+30
1	32,986	41,232	41,850	42,688	43,755	44,192	44,634
2	34,239	42,799	43,441	44,310	45,417	45,872	46,330
3	35,540	44,425	45,092	45,993	47,143	47,615	48,091
4	36,891	46,113	46,805	47,741	48,935	49,424	49,918
5	38,293	47,866	48,584	49,555	50,794	51,302	51,815
6	39,748	49,685	50,430	51,438	52,724	53,252	53,784
7	41,258	51,573	52,346	53,393	54,728	55,275	55,828
8	42,826	53,532	54,335	55,422	56,808	57,376	57,949
9	44,453	55,567	56,400	57,528	58,966	59,556	60,151
10	46,142	57,678	58,543	59,714	61,207	61,819	62,437
11	48,034	60,043	60,944	62,162	63,716	64,354	64,997
12			63,442	64,711	66,329	66,992	67,662
13				67,364	69,048	69,739	70,436
14				70,126	71,879	72,598	73,324
15				73,001	74,826	75,575	76,330

FY 2023-2024

Steps	AAHP	B	BA+15	BA+30	M	MA+15	MA+30
1	33,381	41,727	42,353	42,988	44,063	44,613	45,171
2	34,650	43,312	43,962	44,622	45,737	46,309	46,888
3	35,967	44,958	45,633	46,317	47,475	48,069	48,669
4	37,333	46,667	47,367	48,077	49,279	49,895	50,519
5	38,752	48,440	49,167	49,904	51,152	51,791	52,439
6	40,225	50,281	51,035	51,800	53,096	53,759	54,431
7	41,753	52,191	52,974	53,769	55,113	55,802	56,500
8	43,340	54,175	54,987	55,812	57,207	57,923	58,647
9	44,987	56,233	57,077	57,933	59,381	60,124	60,875
10	46,696	58,370	59,246	60,134	61,638	62,408	63,188
11	48,471	60,588	61,616	62,540	64,103	64,905	65,716
12			64,080	65,041	66,667	67,501	68,345
13				67,643	69,334	70,201	71,078
14				70,349	72,108	73,009	73,921
15				73,163	74,992	75,929	76,878

FY 2024-2025

Steps	AAHP	B	BA+15	BA+30	M	MA+15	MA+30
1	33,782	42,228	42,861	43,504	44,591	45,149	45,713
2	35,066	43,832	44,490	45,157	46,286	46,864	47,450
3	36,398	45,498	46,180	46,873	48,045	48,645	49,253
4	37,781	47,227	47,935	48,654	49,870	50,494	51,125
5	39,217	49,021	49,757	50,503	51,766	52,413	53,068
6	40,707	50,884	51,647	52,422	53,733	54,404	55,084
7	42,254	52,818	53,610	54,414	55,774	56,472	57,178
8	43,860	54,825	55,647	56,482	57,894	58,618	59,350
9	45,527	56,908	57,762	58,628	60,094	60,845	61,606
10	47,257	59,071	59,957	60,856	62,377	63,157	63,947
11	49,052	61,315	62,235	63,169	64,748	65,557	66,377
12			64,600	65,569	67,208	68,048	68,899
13				68,061	69,762	70,634	71,517
14				70,647	72,413	73,318	74,235
15				73,332	75,165	76,104	77,056

AHP's who are off the salary schedule shall receive the amount of salary they received in the prior school year plus a Cost-of-Living increase YR 1 (FY23) of 3.5%, YR 2 (FY24) increase of 3%, and YR 3 (FY25) increase of 3%.

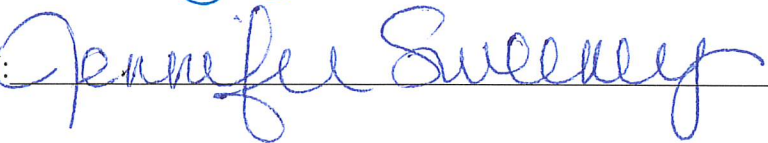
Current AHP's on the B+30 will be grandfathered to receive the cost-of-living adjustment. AHP hired on or after July 1, 2012 on the B+30 will not receive a cost-of-living adjustment after reaching Step 15.

APPENDIX B

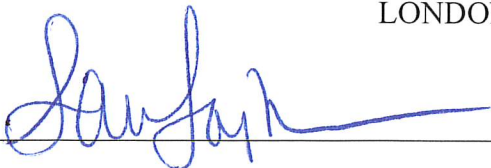
IN WITNESS WHEREOF the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries.

LONDONDERRY ALLIED HEALTH PROFESSIONALS

BY: 

BY: 

LONDONDERRY SCHOOL BOARD

BY: 

BY: 