AGREEMENT

BETWEEN THE

NORTHWOOD SCHOOL BOARD

AND THE

NORTHWOOD EDUCATIONAL

SUPPORT PERSONNEL ASSOCIATION

July 1, 2015 - June 30, 2016

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ARTICLE I – RECOGNITION, JURISDICTION, DEFINITIONS

A. Recognition: The Northwood School Board recognizes the Northwood Educational Support Personnel Association, NEA-New Hampshire, as the exclusive bargaining agent for the purposes of negotiations, collective bargaining and the processing of grievances for those employees in those positions specifically recognized in the certification order as defined by the New Hampshire Public Employee Labor Relations Board; all Paraeducators, Custodians, Secretaries, Kitchen Workers, and Library Aides, Certified Nurse Assistants. Excluded: Facilities Manager and Nurse.

B. Nothing contained herein shall be construed to deny any employee rights guaranteed to them under applicable state and/or federal civil rights law.

C. Definitions:

1. The term "employee" when used hereinafter, shall refer to any person who is a member of the bargaining unit.
2. The term "Board" shall refer to the Northwood School Board.
3. The term "Association" shall refer to the Northwood Educational Support Personnel Association, NEA–New Hampshire.
4. The term "parties" shall refer to the School Board and the Association.
5. The term "Principal" shall refer to the Principal or the Assistant Principal of the Northwood School.
6. The term "Association Representative" shall refer to any qualified designee of the Association.
7. Whenever the singular is used in the Agreement, it is to include the plural.
8. The term "normal work day" shall mean any scheduled workday as defined by that employee's individual employment memorandum of agreement.

ARTICLE II – MANAGEMENT RIGHTS

The Northwood School Board as a statutory branch of the New Hampshire Board of Education is the legal entity endowed with the powers and duties to effectively operate the public schools. The Board retains, subject to the language, provisions and implementation of this Agreement, all powers, rights, and authority vested in it by laws, rules, and regulations including, but not limited to: the right to make and amend School Board Policy; manage and control school properties and facilities; select and direct personnel; determine, manage, and control the school curriculum; relieve employees from duties; take such appropriate action as it deems necessary to maintain efficiency in the operation of the school system; and determine the methods, means, and personnel by which the functions of the school district will be performed with prejudice toward the educational process of the Northwood School and with the children's education as the central focus. It is mutually agreed that all matters of managerial policy within the exclusive prerogative of the public employer or confided exclusively to the public employer by statute or regulations adopted pursuant to statute shall not be subjects for negotiation purposes and as defined and provided for in RSA 273A:1, XI.

ARTICLE III – NEGOTIATIONS

A. Negotiations will be conducted in accordance with the procedures outlined in RSA 273-A.

B. All cost items contained herein are subject to approval by the annual School District Meeting. If such items are not approved, the Board and the Association shall reopen negotiations.

1. In the event of an impasse, it shall be governed by RSA 273-A:12.
2. Nothing in this article shall prohibit reaching agreement between the declaring of impasse and the School District Meeting.

C. The parties agree that there will be no strikes or other forms of job action on the basis of the prohibition of such activities according to RSA 273-A:13.

ARTICLE IV – EMPLOYEE RIGHTS

A. Fair Practices: As sole collective bargaining agent, the Association will accept into voluntary membership all staff covered by this Agreement without regard to race, creed, color, religion, national origin, political activities, marital status, or affiliation with other organizations.

B. The Northwood School Board and the Association agree that there will be no discrimination in the hiring of employees or in their assignments, promotion, transfer, or discipline because of race, creed, color, religion, national origin, sex, marital status, or lawful out of school political activities.

C. Protection of Individual and Group Rights: Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his immediate superior.

D. Transporting Children: Employees shall not be required to transport children, except in an emergency.

ARTICLE V – ASSOCIATION PRIVILEGES AND RESPONSIBILITIES

A. A committee of the Association representatives shall have the option to meet with the Principal to discuss matters relating to the welfare of the school. Both parties shall provide input for the meeting.

B. Upon request, a copy of the public agenda of all School Board meetings will be made available to the official Association representative at least twenty-four hours before the meeting.

C. Since the Board and the Association are working together in good faith for the advantage of the School, both parties will make available to each other, upon request, without prejudice, all information in public domain.

D. The Northwood School District Policy Manual

The Board shall provide the Association with a current and updated copy of the complete policy manual each September. The Board shall provide individual changes as they occur throughout the year. It will be the responsibility of the Association to make the insertion as they are provided.

E. Existing Laws and Regulations Preserved

1. The rights and benefits of persons provided herein are in addition to those provided by State or Federal law, rule, or regulation, including without limitation all applicable contract, pension, or education laws and regulations.

2. This Agreement is intended to comply with School Board policy for the term of said Agreement, and the Board shall carry out in good faith the commitments contained herein and give them full force and effect as School Board Policy.

   If a discrepancy does arise, Article XV shall apply.

3. This provision shall in no way imply any circumvention of any statute or law, State Board or School Board Policy.

F. Association Activity at the School Level

1. Before the opening of school, during lunch time and after the close of school on school days, the Association shall have the privilege to use areas approved by the Principal in the school building for meetings of employees, provided there is no interference with any scheduled school activities or with the continuity of work assignments, as determined by the Principal.

2. The Association shall have the right to place Association related materials in the mailboxes of employees with the advance knowledge of the Principal. All materials placed in the mailboxes shall be in good taste, being legal according to all applicable state and/or federal laws.

3. The Association shall have space on an existing bulletin board for the purpose of posting Association related notices and other materials. All materials posted shall be in good taste and be legal according to all applicable state and/or federal laws.

G. Association Leave: One member of the Association shall be entitled to be released without loss of pay to attend the NEA–New Hampshire Assembly of Delegates. In addition, the President of the Association or his/her designee shall be released without loss of pay not to exceed the equivalent of two (2) workdays per year for Association business.

H. Printing and Distribution of the Agreement: Upon ratification of this contract, the Board will provide enough copies to all bargaining unit members. Thereafter, the Association will provide additional copies. The Association agrees to distribute copies of this Agreement to members of the bargaining unit. The Board agrees to distribute copies of this Agreement to the administration and supervisory personnel in the district.

I. Dues Deductions: The Association dues will be deducted from the regular paycheck of the Association member upon request of the member. From a list of participating members, given to the School District by October 15, these payroll deductions shall be made in equal installments. If an Association member leaves the District before the full dues have been deducted, the balance due shall be deducted from the member's final check up to an amount of the check. The School District will transmit the payroll deductions to the Treasurer of the Association on a monthly basis.

ARTICLE VI – WORK YEAR – WORK DAY

A. Length of Work Day and Year

1. The existing workday and work year for employees shall not be increased or decreased more than five percent (5%), without prior notification and negotiation with the Association.

2. Employees regularly scheduled work assignment shall be determined and printed on their individual memorandum of agreement.

3. We agree to reopen negotiations regarding alternative school year.

B. Assignments: The Administration shall notify employees of their tentative assignments for the coming year prior to June 1. Tentative assignments are not a guarantee of continued employment.

ARTICLE VII – EMPLOYEE WORKING CONDITIONS

A. Lunch Periods: Employees shall be provided a daily thirty (30) minute, duty-free, unpaid, lunch period.

B. Substitute Teaching: Any Paraeducator who substitutes for a teacher for a half a day or more, shall be paid at the substitute teacher's rate of pay if it is higher than the employee's regular pay rate. Paraeducators who substitute teaches shall not be responsible for their duties scheduled under their regular assignment as a Paraeducator.

C. Meetings

1. Any required meetings or trainings requiring information to better improve the employee's ability to perform their job, for hourly employees, held after the normal work day as defined by that person's individual employment memorandum of agreement shall be paid at the employee's hourly rate.

2. The notice of any staff meeting shall be given to the employees. Employees shall have the opportunity to suggest items for said agenda. Four employees will be allowed to attend the staff meetings and shall be paid at the employee's hourly rate.

D. Extra-curricular activities shall be voluntary and employees shall be compensated for all extra-curricular activities according to the School Board's approved extra-curricular activities stipend schedule. Preference in hiring will be given to certified staff first, then non-certified staff, then community members. The administration will make the final selection with the approval of the School Board.

E. Substitutes: Substitutes shall be hired, to cover assignments of Paraeducators and Office Secretaries at the discretion of Administration when they are absent one day or longer. Whenever possible, these substitutes shall be qualified. An employee shall not be asked to substitute except in an emergency.

F. Notices and Announcements

1. All notices coming from the School Board or Administration pertaining to employees shall be placed in the appropriate mailboxes.

2. A directory of school personnel shall be provided to the Association by October 1 of each year.

G. Facilities and Supplies: Employees shall be allowed to make requests in regards to what equipment, supplies and materials are to be ordered for their use.

H. All new employees shall be presented with a copy of their contract and job description as well as be given orientation and training. Each employee shall be provided with a current copy of their job description prior to their hiring.

I. Duties:

1. Duties shall be shared and assigned equitably and shall coincide with a predetermined daily schedule which may change depending on the needs of the school and the students.

2. No paraeducator shall be required to accept added responsibilities that would cause an IEP to be violated during the required contract hours.

3. This section (Duties) does not apply to School Secretaries, Custodian, and Cafeteria Workers, who do not perform any duties.

ARTICLE VIII – EVALUATIONS, FILES, DISCIPLINARY ACTION

A. Evaluation Criteria: The purpose of observations and evaluations is to help the employee improve in their work assignment. Employees recognize that observations and evaluations may be used for the purpose of non-rehiring. All observations and evaluations shall be made by their immediate supervisor, who could be any of the following: School Lunch Director, Facilities Manager, Assistant Principal, Principal, Superintendent, Special Education Director or Assistant Special Education Director. Evaluations shall be completed by the supervisor who conducted the actual observation(s). All formal observations of working performance shall be conducted in person and with the full knowledge of the employee. The evaluation criteria will pertain/relate to job description and current responsibilities and will be stated in writing.

B. Procedures

1. At the beginning of each school year, a conference will be held with each Paraeducator between the Principal, Assistant Principal, Special Education Director or Assistant Special Education Director for the purpose of discussing the Paraprofessional Growth Plan according to SAU #44 Paraprofessional Staff Development Growth Plan. This Professional Growth Plan will be one of the criteria used during the employee observations.

   Other members of the bargaining unit will review the expectations based on the School District's correlating evaluation forms with the assigned Administrator.

2. A conference will be held within five (5) workdays of the observation before the written report is completed. A formal copy of the evaluation shall be given to the employee within ten (10) workdays of the observation. The employee shall have the right to append his/her remarks to the formal report and any and all remarks shall be included in the employee's file. No such report shall be included in the employee's file, be sent to the SAU Office, or otherwise acted upon without prior conference with and knowledge/notice given to the employee.

3. Any employee who has received a derogatory evaluation will be given the opportunity to rebut said evaluation by another evaluation with another evaluator which may include, with mutual consent, the assistance of peers. The plan will be based on needs recognized during observation and evaluation. This program of improvement will be in written form and should include a schedule for follow-up visits and conferences. Provide written rebuttal.

4. If any employee is found to be unacceptable, or in need of improvement in any area, a program of improvement will be developed by the supervisor, as defined in paragraph A. above, which may include, with mutual consent, the assistance of peers or Union Representative.

   The procedure shall be as follows:
   1. Oral Warning
   2. Written Warning
   3. Improvement Plan will be established with an offer of the Bargaining Unit in attendance.
   4. An Improvement Plan shall be reviewed within 90 days.

C. Employee's Files

1. No material derogatory to an employee shall be placed in his/her personnel file unless the employee has received notice that said material has been placed in his/her file. The employee shall acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to all copies.

2. Upon request, employees shall be given access to their files in the administrative office upon reasonable notice during regular business hours. Upon receipt of a written request, the employee shall be furnished a reproduction of any material in his/her file. Any applicable costs will be borne by the employee. No material may be removed prior to the employee's inspection of the file. Any employee shall have access to his/her official files or records maintained in the school district. No unofficial files will be kept on any employee. The employee will remove nothing from his/her personnel file.

3. Upon request of the employee, material will be removed from the files and destroyed when an employee's claim that it is inaccurate or untrue is sustained through the Grievance Procedure and its remedy. Material in the employee's file proven to be untrue or unsustained shall be removed and/or destroyed after the recommendation of the Superintendent and approval of the School Board.

4. Any complaint regarding an employee made to any member of the Administration by a parent, student, or other person shall be investigated. The employee involved shall be given an opportunity to respond in order that he/she may rebut the complaint. If a person making the complaint refuses to participate in this procedure (the Administration's finding of fact), any and all references to the complaint shall be removed from the employee's file. The employee shall acknowledge that he/she has had the opportunity to review such complaint by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to all copies.

D. Disciplinary Action

1. Both parties shall have the right to representation at every formal stage of the review process or any disciplinary proceeding or action.

2. Nothing in this contract shall be construed to deprive an employee or the Board of their rights under the law.

3. No employee shall be disciplined except for Just Cause.

E. Reduction in Force

1. Student test results on the tests required by the NCLB law shall not be considered in the evaluation process for Paraeducators, nor will the test results be used as a basis to transfer, reassign, non-renew, or dismiss a Paraeducator.

ARTICLE IX – TRANSFERS AND VACANCIES

A. Vacancies

1. When new positions are open or vacancies occur within the bargaining unit, (including extra-curricular activities), notice shall be posted promptly on the Association bulletin board. The Association President will receive notice of all bargaining unit vacancies. During the summer months, employees desiring to find out about existing vacancies shall contact the Association President and/or the SAU Office. The Association president will be notified of all vacancies that occur during the summer via mail. Notification will consist of the posting and necessary information.
2. Qualifications, requirements, duties, wages and other pertinent information shall be posted.
3. In considering candidates for a position, qualifications by reason of experience, training, capacity and general ability to execute proficiently all the demands of the position, shall be reviewed and considered among the candidates. Where these factors are the same among a number of candidates, experience at the school shall be a deciding factor.
4. Such applications shall be in writing and shall set forth the basis on which the applicant solicits consideration.

ARTICLE X – TEMPORARY LEAVES OF ABSENCE

Temporary Leaves of Absence: All leaves must be taken at a minimum of quarter ¼ day increments. Employees will be entitled to temporary leaves of absence from school, with full pay, each school year as follows:

A. Sick Leave

1. Employees in the district shall be credited with sick leave as follows:
   Custodians, School Secretary, Special Education Secretary, Paraeducators, Special Education Paraeducators, Speech Assistant, Cooks, Cafeteria Helpers, library aides and Certified Nurses Assistant: Fifteen (15) days per year. Cumulative to one-hundred (100), ½ days over one-hundred (100) will be paid at a rate of seventy ($70) per day. Maximum of 7.5 days per year to be paid in the last paycheck of the year. The remaining 7.5 days will be forfeited. (Any accumulation of sick leave days that present employees have at the effective date of this agreement shall be retained.) * New Hires shall serve a 90-day probation period during which time said employee shall accumulate five (5) days for each thirty (30) calendar days.
2. If an employee takes sick leave for more than three (3) consecutive days, the Principal or his/her designee may, at his/her discretion, require a doctor's note for verification.
3. Employees shall be notified of their accumulated sick leave with the first paycheck in October.

A2. Sick Leave Bank

1. Upon hire by the District, all Support Staff will become members of the sick bank by donating two (2) of their sick days to the "Sick Bank".
2. Member shall become eligible to request extended benefits from the Sick Bank after an Incapacitating Illness or disability, provided they have exhausted all of their accrued sick leave. This may also be used in the event of a spouse or child's illness with the Superintendent's approval. Employees in their first six months of employment shall not be eligible to access the sick bank.
3. Each Support Staff person will contribute two (2) days per year until the number of days exceeds a number equivalent to six (6) times the number of personnel in the Bargaining Unit. If at any time the number of days falls below three (3) times the number of Support Staff in the unit, employees in the Bank will each contribute one (1) day until the number of days in the Bank is between four (4) and six (6) times the number of the employees in the Bargaining Unit. Such reseeding will occur on the first of September following the year the bank falls below three (3) times the number of Support Staff in the Unit.

4. An employee may apply for up to sixty (60) days from the Sick Bank. Application for Sick Leave days should be submitted to the Superintendent and must include medical evidence. This application for Sick Bank days shall be submitted along with medical evidence to a committee composed of the Association's Executive Board. This committee shall make decisions regarding Sick Bank use. In the event of a tie the Association President shall cast the deciding vote.

B. Emergency Days: Non-cumulative emergency days will be granted for hospitalization of, or death of, significant other and/or a close personal friend, or a member of the immediate family: spouse, grandparents, parents, in-laws, siblings, children, and grandchildren. This will not be deducted from sick leave. Leave will be granted as follows: Three (3) days per year: five (5) days per year for spouse or a family member with the approval of the Principal.

C. Personal Days: Non-cumulative personal days will be granted for personal or legal business with at least three (3) days' notice, except in emergency situations. Personal days may not be used to extend a holiday or vacation, unless written approval is obtained from the Principal at least three (3) days in advance of the holiday or vacation. Leave will be granted as follows: All bargaining unit members - Three (3) days per year.

D. Vacations: *Secretaries and Custodians working 32.5 hours per week or more

0 – 6	Months of employment:	No Time
6 – 12	Months of employment:	Five (5) Days
1 – 3	Years of employment:	Ten (10) Days
4 – 7	Years of employment:	Twelve (12) Days
8 +	Years of employment:	Fifteen (15) Days

* Vacation time shall be prorated according to contract length – holidays that fall within the employees contracted year shall be paid.

1. a. All employees shall submit a schedule to the Principal of their intended use of vacation two (2) weeks prior to using those scheduled vacation days.

   b. Scheduling and the use of vacation days must be approved by the Principal in advance of any use of vacation time.

2. Employees shall have the right to take their full vacation time allotment within the year earned.

E. Training Days: To help each employee develop in the performance of his/her job, training days shall be provided by the School District for all special education Paraeducators, and regular education Paraeducators. These personnel are required to attend three (3) teacher workshop days as directed by the Principal. Notification of these days shall occur by the first required work day of the school year. One of these days may be the NEA workshop, should the paraeducator wish to attend.

F. With the approval of the Superintendent, employees shall be reimbursed the cost of job related workshops/courses up to a maximum of two hundred fifty dollars ($250) per employee per year. The total cost to the School District for all bargaining unit employees shall not exceed two thousand five hundred dollars ($2,500) per year. The Paraeducator shall have the option of having the workshop prepaid. If they do not attend the workshop, the money will be repaid to the School District in three (3) equal payments from their paycheck.

ARTICLE XI – EXTENDED LEAVES OF ABSENCE

Extended Leaves of Absence: Employees will be entitled to temporary leaves from school, without pay, each school year as follows:

A. General Terms

1. Any employee who has been granted a leave of absence may keep his/her insurance benefits in force while on an unpaid leave by paying the total cost of the benefits to the School District. These payments must be paid thirty (30) days prior to the due date according to the regulations set up by the School Board.

2. Such leaves are to be without loss of existing sick leave and seniority.

3. Failure to notify the Superintendent by March 1 of the intent to return shall be deemed as a resignation and any district obligation with respect to re-employment and unemployment compensation shall be thereby waived/discharged.

B. Child Rearing/Adoptive Leave: Any employee may request a child rearing/adoptive leave for up to one year. Any request for an unpaid child rearing/adoptive leave must be submitted with the notification of maternity disability or notification of adoption. The return date from this leave must be specified upon application, said date must coincide with either the beginning or midpoint in the school year.

C. Extended Personal Leave: An employee may be granted one-year (July - June) personal leave without pay. Request for such leave should be made no later than March 1st for the coming year. An employee on personal leave shall notify the administration of his/her intent to return by March 1st for the following year.

ARTICLE XII – REDUCTION IN FORCE

A. In the event that it becomes necessary for the Board to reduce the number of bargaining unit members employed by the District, the following procedures will be followed:

1. The Board will make every effort to minimize the effects of any reduction in force on current staff by absorbing as many positions as possible through attrition.

2. Any bargaining unit member(s) who will be affected by a reduction in force will be notified within two (2) weeks of the time when such reduction is determined to be necessary.

3. A bargaining unit member whose position has been identified to be eliminated shall have the right to be offered a contract if a position for which the bargaining unit member is certified and qualified becomes vacant and available, subject to the recall time limits and conditions specified below. If more than one bargaining unit member is laid-off due to reduction in force, rights to vacant positions will be determined by the school board using the factors listed in #6 (below).

4. The maximum period of recall shall be two (2) years, running from the last date of their employment with the District. During that time, it shall be the sole responsibility of the bargaining unit member(s) to keep the District and NESPA President informed of their current home mailing address which the bargaining unit member(s) has supplied to the district and NESPA President.

    a. If a bargaining unit member fails to respond to a notice of recall within ten (10) calendar days of its mailing by the District, or declines the recall offered, all rights to recall which the bargaining unit member(s) may enjoy are specifically extinguished.

5. A recalled bargaining unit member's previous years of service will not be lost as a result of reduction in force.

6. In identifying which bargaining unit member to release or recall, the school board shall consider all of the following factors:
    a. responsible in attendance
    b. job performance, including existing bargaining unit member evaluations
    c. overall effectiveness and ability
    d. academic preparation and professional growth
    e. certification and experience in the certified area

All factors being equal, then seniority will control in making a final determination. Seniority is defined as the total number of years continually employed by the Northwood School District.

7. A released bargaining unit member will have the opportunity to substitute within the district and be given priority when substitutes need to be contacted for employment.

ARTICLE XIII – COMPENSATION

A. Basic Wage Schedule: The wage and differentials of the members of the bargaining unit are set forth in Appendix A which is attached to and made part of this Agreement.

B. Extra-Curricular Activities: The School Board will fund compensation for extra-curricular duties up to $5,000.00 at an established rate equal to the average Paraeducator wage for the current contract year. All extra-curricular positions will be posted yearly.

C. Placement on the Wage Schedule:

1. Members of the bargaining unit shall be placed on the wage schedule at the step which is appropriate. Notification to Association prior to engaging a new (Contract) hire shall occur.

2. New Hires shall be placed at a step no higher than current employees with the same experience. The Association will be made aware of any new hires and their placement.

D. Method and Time of Wage Payment: Wages and Salaries shall be paid starting with the first Friday of the School year then in bi-weekly installments, in alignment with the teachers pay schedule.

E. Anniversary Dates: For the purpose of wage payment, employees serving more than one-half (1/2) of a work year continuously in the same full time (school year) position will to advance one step on the wage schedule.

F. Any member of the bargaining unit who is required to work beyond their number of contracted days shall be compensated for work performed at a pro rata of his/her rate.

G. Members of the working staff will be reimbursed at the current rate per mile for travel authorized by the Principal required in the execution of their responsibilities.

H. Longevity: Four Hundred ($400) upon completion of five to nine (5-9) years, Seven Hundred ($700) upon completion of ten to fourteen (10-14) years, One Thousand ($1,000) upon completion of fifteen to nineteen (15-19) years, and Thirteen Hundred ($1,300) upon completion of twenty to twenty-five (20-25) years. These yearly longevity payments will be made in one lump sum settlement in the employee's first paycheck in November.

I. Upon reduction in force, severance or retirement and at least ten (10) continuous years in the district including leaves, an employee shall receive compensation equal to ninety dollars a day ($90/day) for up to fifty-five (55) days of accumulated sick leave.

J. Either party, with written notice to the other by September 1st, may reopen negotiations on salaries and wages under this agreement, for the 2015-2016 contract year. In the event neither party requests to reopen negotiations in accordance with this provision, or unless otherwise agreed by the parties, no cost of living adjustment, step movement, or salary or wage adjustment shall occur.

ARTICLE XIV – INSURANCES AND BENEFITS

Benefits listed below shall be applicable to those employees having thirty (30) or more hours per week in their contract.

A. Medical Insurance:

1. Effective July 1, 2015, the School District shall pay ninety percent (90%) of a single membership, eighty percent (80%) of a two-person, single parent/child or family with Matthew Thornton Blue for all employees working thirty (30) or more hours per week.

2. The School District shall offer a "buy out" plan of one thousand five hundred dollars ($1,500) per year to be paid in equal payments in September and February to any covered employee who chooses not to participate in a health plan. New hires shall not receive the "Buy Out" until 90 days have transpired in the school year.

3. The School District and the Association agree to reopen health insurance if the Teachers' Association agrees to consider any other health care provider.

B. Dental Insurance: The Support Staff shall receive the same Dental Insurance coverage as the Northwood Teachers' Association contract.

C. Life Insurance: The School District will continue to pay the full premium of term life insurance at the rate of two (2) times the individual's current wages in the District's Group Life Insurance Program in effect on the effective date of this Agreement for all employees.

D. Tax-Free Annuities: The School Board agrees to allow employees to take advantage of the federal law concerning tax-free annuities as long as the employees use the companies currently in force through the District Bookkeeper.

E. Physical Examinations/Finger Printing/Hepatitis B shots: shall be paid by the school district if required as a part of job necessity in effect as of this date 12/12/06.

ARTICLE XV - HANDLING OF NEW ISSUES

All working conditions and benefits of employment shall be maintained at not less than the highest minimum standards in effect at the time that this Agreement is signed, and this Agreement shall not be applied or interpreted so as to deprive employees of advantages therefore enjoyed unless otherwise provided in this Agreement.

ARTICLE XVI – SAVINGS CLAUSE

A. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable, or performed, or enforced except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Association.

B. In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XVII – GRIEVANCE PROCEDURE

A. Definitions:

1. A grievance shall mean a complaint by an employee or the Association that there has been a violation, misinterpretation, or inequitable application of the provisions of this Agreement.
2. As used in this Agreement, the term employee shall mean: 1) an individual employee, or; 2) a group of employees, or; 3) the Association.
3. This procedure shall not be used to adjust a complaint where the law requires a specific procedure and method of redress inconsistent with this procedure.

B. Adjustment of Grievances:

Informal Step – Principal Level:
An employee must informally discuss the grievance with the Principal within ten (10) work days after the employee knew or should have known of the act or condition upon which the complaint is based and to include a remedy for the grievance. Failure to reach a mutually satisfactory resolution may be cause for the employee to refer the grievance to Step 1.

Step 1 – Formal Written – Principal Level
An employee wishing to process a grievance at Step 1 will do so in writing to the Principal within five (5) work days from the conclusion of the discussion at the informal step after the grievant knew or should have known of the act or condition upon which this complaint is based. An employee with representation from the Association or the Association itself may process a grievance at Step 1 in writing and shall have fifteen (15) work days to execute this grievance after the grievant knew or should have known of the act or condition upon which this complaint is based. The Principal shall establish a formal conference on the matter and whenever a grievance is filed by an employee without the Association, the Principal shall notify the Association and shall give the Association the opportunity to be present and to state the views of the Association. The aggrieved employee and the Association shall be given at least two (2) workdays notice of said conference. The Principal shall respond in writing ten (10) workdays from the date the formal grievance is filed. The Principal's decision shall be presented in writing to both the employee and the Association.

Step 2 – Superintendent Level

If the grievance is not resolved at Step 1, the employee or his/her representative may, within five (5) work days of receipt of the answer submit the grievance in writing to the Superintendent. The Superintendent shall set up a conference to be held within fifteen (15) workdays of the submission of the grievance to him/her. The Superintendent shall furnish the employee and the Association a written decision within fifteen (15) workdays of the conference.

Step 3 – School Board Level

If a grievance remains unsettled after having been processed through Step 2, the employee or the Association may, within five (5) work days from the date the decision is rendered at the previous step, submit the grievance to the School Board. In which case, the grievance is to be submitted in writing and specify the nature of the complaint and the remedy requested. Copies of previous decisions are to be included with the grievance.

Within five (5) workdays from the date the grievance is filed at Step 3, the School Board will establish a mutually convenient date and time for a meeting to discuss the matter. Both parties reserve the right to include consultants in any such meeting. The School Board shall render its decision in writing together with supporting reasons to the employee, Association, Principal, and Superintendent within fifteen (15) workdays from the date the grievance is heard by the Board.

Step 4 - Binding and Advisory Arbitration

1. If the School Board's answer from Step 3 is unsatisfactory, and if the issue in dispute involves compensation, hours, benefits, leaves, and/or working conditions, the Association may submit the matter to arbitration within ten (10) work days of the receipt of the written answer. If no answer is received by the Association within ten (10) workdays of the Step 3 conference, the Association may submit the matter to arbitration.

2. The Association may initiate arbitration by filing with the American Arbitration Association, copies going to the Superintendent and the School Board. The notice shall include a brief statement of the issue to be decided by the arbitrator.

3. The arbitrator shall be selected by the parties in accordance with the Labor Arbitration Rules of the American Arbitration Association.

4. The arbitrator's hearing shall be held in this district. The arbitrator shall hear and decide the case that was set before him/her by the notice. The arbitrator shall be bound by this Agreement; he/she shall have no power to delete or modify the provisions of this Agreement.

5. The arbitrator shall issue his/her award consistent with the time frames set forth in the "Labor Arbitration Rules" of the American Arbitration Association.

6. The award and opinion of the arbitrator shall be final and binding. Fees and expenses shall be shared equally by the Association and the School Board.

C. General Provisions:

1. Both parties shall have the right to include in its presentation representatives of its own choosing.

2. The School Board acknowledges the right of the Association to participate in the processing of a grievance at Step 1 or above, and at the Informal Step, with the concurrence of the employee.

3. Providing the parties agree, Informal Step, Step 1, and/or Step 2 of the grievance procedure may be bypassed and the grievance may be brought directly to the next step.

4. Time limits in the section(s) may be extended, or shortened by mutual consent of the parties.

D. Should it become necessary, pursuant to the Grievance Procedure, for a member of the Association to attend a grievance meeting or hearing during the school day, he/she will be released without loss of pay, as is necessary, to permit participation in the forgoing activity.

ARTICLE XVIII – DURATION

This agreement and each of its provisions shall become effective on July 1, 2015 and shall remain in effect until June 30, 2016. Either party to this Agreement may initiate negotiations for a successor Agreement by notifying the other no later than October 1, 2015.

For:

Northwood Educational Support Personnel Association, NEA–New Hampshire

Colleen Gulick-Ryan, President

Linda Royer, Vice-President

Anne Elizabeth Boudreau, Treasurer

Northwood School Board Northwood, New Hampshire

Scott Bulger, Chair

Karen Brieger, Vice Chair

Dr. Robert Gadomski
Superintendent, SAU #44

APPENDIX A – COMPENSATION
Compensation Schedule

Placement on Salary Schedule

New Hires shall be placed at a step no higher than current employees with the same experience.

To qualify for Secretary II, an employee must have a least ten (10) years' experience as a secretary, or hold an Associate's Degree or equivalent and have five years' experience as a secretary.

To qualify for Paraeducator II, an employee must be Highly Qualified according to New Hampshire Department of Education. To qualify for Paraeducator III, an employee must be Highly Qualified according to the New Hampshire Department of Education and hold a Bachelor's degree from a four-year college or university. Those that qualify for this position, as Paraeducator III will receive a Stipend of $500.00 at the end of the school year.

Northwood Support Staff
Salary Schedule 2015-2016

Step	Lunch	Custodians	Para I/ Library Aids	Para II	Sec. I	Sec. II	S&L Asst.	CNA
1	$9.75	$10.07	$10.28	$10.81	$12.40	$12.93	$15.59	$14.00
2	$10.28	$10.60	$10.81	$11.34	$12.93	$13.47	$16.12	$14.53
3	$10.81	$11.13	$11.34	$11.87	$13.47	$14.00	$16.65	$15.06
4	$11.34	$11.66	$11.87	$12.40	$14.00	$14.53	$17.18	$15.59
5	$11.87	$12.19	$12.40	$12.93	$14.53	$15.06	$17.71	$16.12
6	$12.40	$12.72	$12.93	$13.47	$15.06	$15.59	$18.24	$16.65
7	$12.93	$13.25	$13.57	$14.00	$15.59	$16.12	$18.77	$17.18
8	$13.47	$13.78	$14.00	$14.53	$16.12	$16.65	$19.30	$17.71
9	$14.00	$14.31	$14.53	$15.06	$16.65	$17.18	$19.83	$18.24
10	$14.53	$14.84	$15.06	$15.59	$17.18	$17.71	$20.36	$18.77
11	$15.06	$15.38	$15.59	$16.12	$17.71	$18.24	$20.89	$19.30
12	$15.59	$15.91	$16.12	$16.65	$18.24	$18.77	$21.42	$19.83
13	$16.12	$16.44	$16.65	$17.18	$18.77	$19.30	$21.95	$20.36
14	$16.65	$16.97	$17.18	$17.71	$19.30	$19.83	$22.49	$20.89
15	$17.18	$17.50	$17.71	$18.24	$19.83	$20.36	$23.02	$21.42

* If a Paraeducator or any other support staff member shall reach the top of the pay scale, they shall be paid an additional $500.00 for every year above step 15 on the pay scale (payable at the end of the year).

APPENDIX B

During the 2014-2015 School Year the 2012-2013 contract was in force