

Collective Bargaining Agreement

By and between the

**Prospect Mountain Education Support Professional
Association, NEA-NH**

And the

Prospect Mountain High School Board

For the period of

July 1, 2023 to June 30, 2026

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ARTICLE 1

Definitions

1. Definitions

The following list of terms will be used frequently in this agreement and when they are used, they will refer to the definitions described below unless otherwise stipulated:

- 1.1 The term “school” means any work location or functional division maintained by the Board where instruction is offered to the students enrolled in the Prospect Mountain High School.
- 1.2 The term “Employee” means a Paraprofessional employee included in the bargaining unit.
- 1.3 The term "Board" means the Prospect Mountain High School Board or any of its agents.
- 1.4 The term “Association” means Prospect Mountain Education Support Professional Association, NEA-NH.
- 1.5 The term “Principal” means the individual contracted to be the responsible administrative head of the Prospect Mountain High School.
- 1.6 The term “Superintendent” means the individual contracted to be the responsible administrative head of the Prospect Mountain High School District.
- 1.7 The term “Supervisor” means the individual contracted to be the immediate administrative supervisor of the Employee(s), other than the Principal and the Superintendent.
- 1.8 The term “Parties” means the Prospect Mountain High School Board and the Prospect Mountain Education Support Professional Association, NEA-NH.
- 1.8 A full-time Employee works a minimum of 7 hours per day (35 hours a week) for the school year consisting of 184 days.
- 1.9 A part-time Employee works less than 7 hours per day for the school year consisting of 184 days.
- 1.10 Para: An Employee who is hired as a paraprofessional and who does not hold any paraprofessional certification from the NH DOE.
- 1.11 Para I: An Employee who is certified by the NHDOE as a Para I, as defined in Ed 504.07.
- 1.12 Para II: An Employee who is certified by the NHDOE as a Para II, as defined in Ed 504.06.

ARTICLE 2
Recognition

- 2.1 The Board recognizes the Association for purposes of collective bargaining and all other purposes authorized by RSA 273-A as the exclusive representative of all full and part-time Employees as certified by the New Hampshire Public Employee Labor Relations Board.
- 2.2 **New Positions**
If any new Employee position is created during the life of this Agreement and the parties cannot mutually agree on its inclusion in the bargaining unit, either party may request a determination from the New Hampshire Public Employee Labor Relations Board.

ARTICLE 3
Jurisdiction and Authority of Board

- 3.1 It is understood and agreed that the Board retains all rights, responsibilities, and prerogatives not specifically modified by this Agreement.

ARTICLE 4
Association Rights

- 4.1 All Employees shall have the right to full freedom of association and self-organization and shall be free from restraint, coercion, interference, discrimination, or reprisals by the Board by reason of membership in the Association or participation in any of its activities or exercise of individual rights under RSA 273-A.
- 4.2 The Association has the right to use the school building at reasonable hours for meetings, with advance requests to the Principal/Administration.
- 4.3 Representatives of the Association and their affiliates shall be permitted to transact Association business on school property at times that do not conflict with the school day schedule.
- 4.4 The Association and its representatives shall have the right to use school facilities and equipment, including computers, email system, copy machines and other equipment at reasonable times, with advance request, when such equipment is not otherwise in use as directed by the Principal. The Association will assume the cost of consumable materials. The Board agrees to provide bulletin boards in convenient places in each work area, to be used exclusively by the Association. The Association agrees to maintain such bulletin boards in a neat and orderly condition.
- 4.5 The Association shall be given sufficient time on the agenda of the beginning of the year staff meeting to explain Association activities. The Association shall also be provided at least a half-hour for the Association President or designee to meet with each new Employee individually during the school day within five (5) days of the first day of work of each such Employee.

- 4.6 The Association shall be credited with a sum total of three (3) days of paid leave per year to be used by Employees who are officers or agents of the Association as determined by the Association President for the purpose of attending seminars, conventions, and other Association related business. Days may be utilized in half-day increments. The Principal will be notified within reasonable time prior to the commencement of such leave.
- 4.7 The Association President or designee shall be allowed to receive Association telephone calls and emails as reasonable during the work day, with notice to the appropriate administrator.
- 4.8 Full-time and part-time Employees who are members of the Association on the effective date of the Agreement or join the Association at any time thereafter acknowledge that the membership in the Association is continuous from year to year, except that each member shall have the opportunity annually to withdraw from membership in the thirty (30) day period between June 1st and June 30th. The notice of withdrawal shall be in writing, postmarked no later than the end of the thirty (30) day period, and addressed and delivered to:
- NEA-NH
9 South Spring Street
Concord, NH 03301
- 4.9 The Board agrees to deduct Association dues in equal payments when properly notified by the Association by means of a signed authorization form (Appendix A) for each Employee so desiring such deduction. Such deduction authorization shall remain in full force and effect from year to year thereafter unless notification is received from the Employee in writing to the Board and the Association between June 1st and June 30th in any year. The Board also agrees to forward any and all such funds to the Treasurer of the Association on a monthly basis along with a record of such deductions.
- 4.10 On or about September 30th of each year, the District shall prepare a list of all bargaining unit members, their home addresses, and whether each such Employee is paying dues to the Association by dues deduction. The District shall email such a list to the Association President and to the NEA-NH UniServ Director.

ARTICLE 5

Negotiations Procedure

- 5.1 All collective bargaining shall be conducted between members of the Board and its designees and designated representatives of the Association.
- 5.2 The Board will furnish the Association upon request such information as is needed to make reasonable proposals and such other information as will assist the Association in developing constructive proposals and programs on behalf of the Association.
- 5.3 All meetings with Board representatives for the purpose of negotiations shall be held at

mutually agreeable times, with the meeting times to be relatively equally divided between the Employees' workday and their non-working hours. Up to twenty (20%) percent of the bargaining unit, not to exceed five (5) Association representatives, shall be granted release time without loss of time or pay for negotiating on behalf of the Association during agreed upon bargaining sessions.

- 5.4 Personnel policies, practices and matters which affect mandatory subjects of bargaining shall or which are affected by the terms and conditions of this Agreement shall not be changed or implemented without prior negotiations.
- 5.5 Any Agreement reached shall be reduced in writing and be signed by the Board and the Association after funding by the voters. A copy of the Agreement shall be filed by the Board with the New Hampshire Public Employee Labor Relations board within fourteen (14) days of the signing. The Board shall be responsible, within thirty (30) days of the signing, for publication of the Agreement in booklet form and distribution of the Agreement to the Association and providing requisite copies to the Board. The Board shall be responsible for providing copies of the Agreement to newly hired Employees.
- 5.6 While terms of this Agreement have been a product of good faith negotiations, both parties recognize the fact that funds negotiated in this agreement must be appropriated at the District Annual Meeting. Any Agreement reached which requires the expenditure of such funds for its implementation shall not be binding on the parties, unless and until the appropriations have been made by the voters of the District. The Board shall make a good faith effort to secure the funds necessary to implement the Agreement. If the Board proposed budget for the implementation of this Agreement is not approved, negotiations shall be reopened.

ARTICLE 6

Employee Rights

- 6.1 An administrator may meet with an Employee at any time to investigate an incident. The administrator shall notify the Employee of the right to have an Association representative present at any investigatory interview or any meeting where discipline or an adverse evaluation may result. When a request for representation is made by an Employee, no further action shall be taken with respect to the Employee until such Association representative is present. No Employee will be disciplined, discharged, or reduced in rank or compensation without just cause.
- 6.2 Discipline shall be administered in a fair, consistent, and reasonable manner. Discipline shall be defined as discharge, non-renewal, suspension, or warning (oral or written). This standard does not apply to a probationary Employee.
- 6.3 In the event of any discipline, the District will state in writing to the Employee the reasons for action taken. A copy of said disciplinary action shall be handed to or delivered to the Employee at the time the discipline is issued.

- 6.4 In the event that an Employee is disciplined with a verbal or written warning and there is no further discipline for a period of two years, all references to the discipline will be removed from the Employee's personnel file and be destroyed, unless prohibited by law.
- 6.5 Each Employee shall be entitled to access his/her personnel file during business hours with reasonable notice to the Superintendent and to have a copy made at no cost to the Employee. Reproductions of such material may be made by hand, copying machine or electronically. The Employee may, if he/she wishes, have a representative of the Association accompany him/her during such review. Other examination of an Employee's files shall be limited to qualified supervisory personnel.
- 6.6 The Employee shall have the right to submit a written response to any material contained in his/her personnel file, and such response shall be made part of the Employee's personnel file. No material will be placed in an Employee's personnel file without written notification to the Employee. Complaints that are unsubstantiated shall not be placed in an Employee's personnel file.
- 6.7 An Employee shall be notified of any complaint regarding that Employee made to any member of the administration by a parent, student, or any other person. A complaint which may result in an addition to the Employee's personnel file shall be promptly investigated within thirty (30) school days. The Employee shall have the right to meet with the complainant. If the complainant fails or refuses to meet with the Employee, the complaint shall be deemed to be unsubstantiated, no further action shall be taken, and the documentation shall not be placed in the Employee's file. The Employee shall have an opportunity to respond in writing and all such responses shall be attached to all copies of any written complaints in all filed copies.
- 6.8 In the event of written warning, suspension, or other disciplinary action, or dismissal, the District will state in writing to the employee, the reasons for action taken. A copy of said disciplinary action shall be handed to or delivered to the employee within twenty-four (24) hours of the action or by the close of the next regularly scheduled business day, whichever shall occur later.
- 6.9 Evaluations shall be done in accordance with the District Evaluation Procedure. An evaluation committee with equal representation from the Administration and Association shall meet at least once annually to review the procedure and recommend any changes to the procedure to the Board and the Association.

ARTICLE 7

Probationary Period

- 7.1 The first ninety (90) calendar days of regular employment on an uninterrupted basis shall be the probationary period.
- 7.2 The District may terminate a newly hired person from employment within the probationary period without cause. Terminations under this Article shall not be grievable.

- 7.3 Annual renomination of Employees by the Superintendent to the Board shall be made after consideration of students' needs and Employees' annual reviews. Seniority shall be considered in the renomination process; however, both parties recognize that seniority does not confer any rights of tenure or renomination.

ARTICLE 8

Work Day and Year

- 8.1 The work year for Employees shall be 180 paraprofessional instructional days and 4 ½ days of training and professional development. Two (2) days shall be scheduled on the two (2) days immediately prior to the start of the instructional year, one (1) day shall be scheduled in October, one (1) day shall be scheduled in March, and one-half (1/2) day shall be scheduled on the day immediately after the end of the instructional year. In the event that a cancelled school day is not made up by the District, or in the event of unanticipated early release or delayed opening, the Employees shall suffer no loss in pay.
- 8.2 The typical work day shall be 7 hours and 15 minutes, commencing at 7:45 am and ending at 3:15 pm. Additionally, each Employee shall work fifteen (15) minutes daily either before the 7:45 am start time or after the 3:15 pm end time, as such time is determined in consultation with the Employee's supervisor. A part-time Employee shall also be provided this daily time period at a time to be determined in consultation with the supervisor. This time is strictly reserved for the Employee to complete required reporting paperwork, including, but not limited to, Medicaid billing paperwork and the review of IEP's. No other duties or work may be assigned during these daily fifteen (15) minute periods.
- 8.3 No Employee shall have any hours of work reduced for the purpose of making that Employee ineligible for benefits.
- 8.4 Every Employee shall have a thirty (30) minute unpaid lunch break and two paid fifteen (15) minute breaks. Outside of these times and the fifteen (15) minutes provided for paperwork under Section 8.2 of this agreement, employees may be assigned at any time to any duty involving student related services or student supervision. Duties shall be assigned on a fair and equitable basis in terms of the number and nature of all such assignments.
- 8.5 All Employees shall be granted the following paid holidays, to be taken on the day observed by the District. Each Employee shall receive her/his regular daily rate of pay:
- Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Martin Luther King Day, and Memorial Day.
- 8.6 The Supervisor shall meet with the Employee not later than each June 1st to discuss the Employee's current assignment and anticipated employment for the upcoming school year.
- 8.7 Employees shall be notified no later than June 1st of their specific assignment for the upcoming school year on the Individual Annual Employment Contract Form, (Appendix

B-1). Each specific assignment shall include the class(es) and/or grade level, the student(s), and the case manager. All Employees will have their supervisor designated by the District within their individual contracts upon the issuance of the contracts. For 1:1 assignments, the Employee shall be given the Confidential Notice of 1:1 Assignment, (Appendix B-2). The District shall provide a copy of each Employee's individual contract (Appendix B-1) to the Association within ten (10) days of the contract being fully executed.

The District shall have the right to change the specific assignment after June 1st, if necessary, to meet the District's unanticipated or unforeseeable needs and the unanticipated or unforeseeable needs of its students. If a change is necessary, the Employee will be notified as soon as possible and there shall be a meeting between an Association representative, the affected Employee, and the Administration at which meeting the Administration shall explain the unanticipated and unforeseen needs triggering the need for a change in assignment.

Upon the receipt of the assignment(s) for the upcoming school year and at any time thereafter, the Employee shall be provided with and have access to the IEP for each student who is assigned to the Employee.

- 8.8 The Administration shall be responsible for arranging for coverage for Employees and for duties assigned to Employees when they are on an excused absence or attending to other required responsibilities such as attendance of field trips.
- 8.9 In the event an Employee is offered the opportunity to work at summer school, such employment shall be documented by a separate contract from the regular school year contract. The Employee shall be paid at the regular rate of pay for all summer work or fifteen (\$15.00) dollars per hour, whichever is greater. Summer work shall be offered on a fair and equitable basis.

ARTICLE 9 Working Conditions

- 9.1 The District shall follow NH Department of Labor standards and the OSHA standards.
- 9.2 Employees shall not be required to use personal equipment on school premises or for school work.
- 9.3 All Employees shall be provided with a safe and secure work environment. No Employee shall be required to administer medication, provide services to a student or toileting of a student unless the Employee has received the necessary training as may be determined necessary by his or her supervisor and has received certification, if applicable, or other documentation of the training.
- 9.4 Unless required by an IEP, Employees shall not be required to place a student into or remove a student from a vehicle during drop-off and pick-up times unless such Employee has received proper training before being required to provide such assistance.

- 9.5 The Employee shall not be responsible for writing, modifying and/or providing the curriculum for any students assigned to the Employee, unless properly trained and/or certified.
- 9.6 All employees shall apply to the NH DOE to obtain a Paraprofessional I certification within ninety (90) days of the effective date of this Agreement and/or ninety (90) days from the date of hire for newly hired employees. A copy of the application shall be submitted to the SAU office.

ARTICLE 10

Vacancies, Transfers and Promotions

- 10.1 A vacancy shall be defined as any newly created position or a present position within the school building that is open and in need to be filled within the District. There will be a job description for each position.
- 10.2 Posting of Positions
As soon as a vacancy exists within the District, the Superintendent will post a notice of the vacancy in each teacher's room and notify all bargaining unit members of such posting by email. This vacancy notice will include the job title and the requirements for the position. Posting of positions will remain on display for at least ten (10) work days.

Current Employees may request a transfer to said position. Employees who are qualified and apply in accordance with the terms of a posting shall be considered and given an opportunity to interview for the vacancy.

ARTICLE 11

Compensation

- 11.1 Subject to approval of the NH Department of Labor and as allowed by RSA 275:43, IV-a, Employees may elect to be paid in 21 or 26 equal payments with a reconciliation in the last pay period of January and June of each school year, referred to a "wage averaging." In order to elect wage averaging, the Employee must agree to reimburse the District if the Employee leaves employment for any reason prior to the end of a school year and has been overpaid. In the event that the Employee does not elect to be paid by wage averaging and fails to agree to reimburse the District as set forth above, the Employee shall be paid over 21 pay periods. Each Employee shall complete the Schedule for the Payment of Wages form and deliver this form to the Superintendent. (Appendix B-3).
- 11.2 Effective July 1, 2021 all existing Employees shall be placed on the wage schedule based upon directly applicable work related experience and certification as attached hereto as Appendix C. Newly hired Employees shall be placed on the wage schedule in Appendix C based on directly applicable experience and Employee certification, if any, provided that no new Employee will be paid more than an existing Employee with an equivalent certification, education, and years of experience. Employees on steps 1 through 10 will advance one step on the wage schedule effective July 1 of each subsequent year of this

Agreement. In order to advance a step an Employee must have worked at least one half (½) of the previous work year. Use of paid leave will count as time worked for purposes of this Article only.

11.3 The District will pay time-and-one-half for overtime hours as may be required by New Hampshire Department of Labor regulations.

11.4 An Employee who works after school at unified sports, social events, PUPS, staff meetings, dances, or other similar extra-curricular work, shall be paid at their regular rate of pay on the next regularly scheduled pay period. All such work shall be offered to all Employees, then assigned on a fair and equitable basis in terms of the number and nature of all such assignments.

11.5 Inclement Weather

Employees who have elected to be paid by wage averaging shall be paid according to such election in the event of a curtailment of school operations due to inclement weather. Employees who have not elected to be paid by wage averaging and are not required to work by the Superintendent shall not report, nor will they be paid for such day. In the event of a delayed opening or an early release, Employees will be paid for the entire day if they are able to report for work.

In the event of a delayed opening due to inclement weather, Employees shall be expected to report to work fifteen (15) minutes prior to the announced time of the school's delayed opening. In the event of an early dismissal due to inclement weather, Employees shall be expected to work until fifteen (15) minutes after the student dismissal time.

11.6 Employees will be eligible to apply for reimbursement for courses, workshops or seminars that will enhance their knowledge and skills for their current positions. Requests for approval shall be made prior to scheduling any class, workshop, or seminar to the appropriate administrator, subject to the approval of the Superintendent. Approval may not be unreasonably denied. Reimbursement shall be made upon providing evidence of successful completion of the course, workshop, or seminar. The Board shall establish an account in the amount of \$10,000 per contract year to finance this program. Funds will be made available on a first-come, first-serve basis based upon the date of approval. No employee shall be eligible to receive more than \$500 per year. The Superintendent shall have the authority to pre-pay the cost of any such class, workshop, or seminar upon the written request of the Employee. In the event that an Employee does not complete or attend a pre-paid class, workshop or seminar, the Employee shall repay the District for all of such pre-paid costs and such amount shall be deducted from the Employee's last check of the school year. Written authorization will be given to the District to deduct the outstanding amount from such last check. These funds shall not be used to reimburse or pay for the cost of an initial certification, but may be used for the reimbursement or payment of the cost of a recertification fee.

11.7 Employees who provide substitute coverage for a teacher shall receive \$5.00 per class on a seven-period day or \$10 per class on a block day, or any portion of any such class, in addition to the Employee's regular rate of pay. All such compensation earned shall be paid

in the next regularly schedules pay period. Substitute assignments may be made by the school's designated Substitute Caller, the IEP Team Chair, or the Director of Special Education.

- 11.8 Employees who are required by their Supervisor to use private automobiles for school-related business shall be reimbursed at the current IRS mileage rate.
- 11.9 Committees shall be approved by the Board. The Association will be provided a list of Board approved committees at the start of each school year. When a new committee is being formed, the Association, the Principal, and the Superintendent shall work collaboratively to define the responsibilities of the committee, estimate the level of time and effort, and determine a recommended compensation for each member.

Employees participating in committee work shall be compensated as agreed upon by the parties, to be paid in two equal installments: the first pay period in December and the last pay period in June. Employees shall have opportunities to serve on committees as determined by the Association. Committee assignments are voluntary.

11.10 Longevity:

Employees who have completed a minimum of eight (8) years of uninterrupted service to the District shall receive an annual longevity stipend as follows. Longevity payments shall be made during the final pay period in June and shall not be pro-rated if an employee leaves the District's service prior to the end of the contract year.

Upon the completion of year 8 through 11: \$500/yr.

Upon the completion of year 11 through year 15: \$750/yr.

Upon the completion of year 15 through 20: \$1,000/yr.

Upon completion of 20+: \$1,500/yr.

ARTICLE 12

Health Insurance

12.1 Health Insurance:

The Board will offer the SchoolCare Green Open Access Plan for single, two-person, or family coverage with the following premium contributions for Employees who qualify and become members of the plan. The Employee will pay the premium contribution through payroll deduction.

<u>Year</u>	<u>Single Plan</u>	<u>Two-Person Plan</u>	<u>Family Plan</u>
2023-2026	20%	20%	20%

12.2 Health Insurance Buy Back:

The Board agrees to pay \$2,000 to any Employee who does not elect to participate in School Care, Green Open Access Plan upon evidence of a certificate of insurance on a plan other than one proposed through Healthcare.gov (under the provisions of the Affordable Care Act). The buyback shall be paid in two equal payments, one in the first pay period of

December and the second by May 18th or the second payroll of May whichever comes first. The buyback may be paid to the Employee or to a Tax Sheltered Annuity for the benefit of the Employee, at the Employee's option.

12.3 Health Insurance: Dental

The Board will pay one hundred (100%) per cent of the complete cost of Delta Dental, Option 1A, single person coverage. The Board will pay ninety-five (95%) percent of two-person coverage and ninety (90%) percent for family coverage, for all Employees who qualify and become members of the plan. The Employee will pay the premium contribution through payroll deduction.

12.4 For insurance eligibility, the Employee shall become eligible for health and dental insurance coverage on the 1st of the month following the month during which the employee was hired by the District. The District shall note the date that an Employee becomes eligible for insurance on his/her appointment letter.

12.5 Section 125 Accounts shall be made available at the Employee's option.

12.6 If an Employee has a qualifying event and re-enrolls in the health insurance plan, the buyback amount in Article 12.2 shall be prorated as of the effective date of the reenrollment.

12.7 Employees working 35 hours per week or more shall participate in the NH Retirement System, consistent with NHRS regulations.

12.8 All of the above provisions shall be granted to a part-time Employee on a prorated basis and calculated based upon the part-time hours assigned as compared to a full-time work week of thirty-five (35) hours.

ARTICLE 13

Leaves

13.1 Sick Leave: Employees shall accrue twelve (12) paid sick leave days per year to be credited at the beginning of each school year, cumulative to ninety (90) sick leave days. Sick leave days may be used for the illness or injury of the Employee or members of the Employee's immediate family. Employees may have immediate access to the sick days earned or eligible to be earned for the current year, but if the Employee is terminated or resigns before they have accumulated the adequate number of days that were used, days not accumulated but used, will be deducted from their final pay. Any Employee who is not ill and is required to remain out of work as a result of any directive issued by the District, shall not be required to use her/his accrued sick leave, and shall be placed on paid administrative leave. The Superintendent may at any time require a doctor's certification of fitness for duty, at the District's expense.

13.2 Any Employee on sick leave is entitled to the benefits that they would have if not on sick leave. The Board at its sole discretion may extend paid sick leave benefits beyond the Employee's accumulated days if an unusual circumstance exists.

- 13.3 **Sick Leave Bank:** The parties shall establish a sick leave bank to cover Employees starting the second year of employment at Prospect Mountain High School in the event of long-term illness. The sick leave bank shall be administered by a committee composed of three (3) members of the Association appointed by the Association President, hereinafter called the Administrative Committee. Each member shall serve for one (1) year and/or until a successor shall be appointed. The Administrative Committee shall meet as needed. A majority of the members shall constitute a quorum and a majority vote of those present and voting shall decide all questions.

Every Employee who elects to participate in the sick leave bank shall agree in writing to donate one (1) or two (2) days each year from the sick leave days that are allowed to accrue in a one-year period to be deposited in said bank; such day(s) to be deducted from the Employee's accumulated sick leave. Enrollment shall be open only during the month of September of each school year. Employees may enroll as soon as they have a sick leave day to contribute. Each succeeding school year shall be a new enrollment period and days contributed to the bank shall not accrue in excess of one hundred (100) days. An Employee shall become eligible to request extended benefits from the sick leave bank after an incapacitating illness or disability provided the Employee has exhausted all accrued sick leave. Upon presentation of satisfactory medical evidence of disability or illness to the Administrative Committee and approval by said Committee, the Committee shall forward its recommendation to the Superintendent. Upon recommendation of the Superintendent and approval of the Board, a member may be granted up to twenty-five (25) days each year in addition to regular sick leave. During such additional sick leave, any and all benefits normally provided an Employee shall continue.

- 13.4 **Personal Leave:** Each Employee accrues and shall have four (4) days of personal leave to use during the school year by application to the Supervisor and approval of the Superintendent. Such requests shall be submitted in writing at least one (1) day in advance, when possible. Personal leave will be limited to legal matters, business transactions, or personal household or family matters that require the Employee to be absent during the school hours. The Employee will not be required to give specific reasons when requesting personal leave; however, in using personal leave, the Employee assures the Board that the reason for which personal leave is being taken cannot be accommodated on a non-school day. The granting of personal leave during the first two and last two weeks of the school year and immediately preceding and following vacations or holidays will be considered only under emergency circumstances with reasons submitted to the Superintendent.
- 13.5 **Bereavement Leave:** Each Employee shall have five (5) days of paid bereavement leave in the event of the death of an immediate family member, or immediate family member of the Employee's spouse, which includes, but is not limited to: spouse, children, son-in-law, daughter-in-law, parents, parents in kind, father-in-law, mother-in-law, grandparents, grandchildren, brother and sister or other significant individual. The Superintendent may at her/his discretion grant additional days.

- 13.6 FMLA: Eligible Employees will be entitled to benefits as provided in the Family and Medical Leave Act of 1993, PL 103-3, and any subsequent amendments. A full copy of FMLA will be available in each building.
- 13.7 Leave Buy Back: For the purpose of determining total accumulated leave, annual unused personal days will be counted. The Board agrees to buy back the excess sick leave days over the maximum of ninety (90) days at twenty-five (25%) of the Employee's then effective current rate of pay. Donations to the sick bank are excluded from the buy-back plan.
- 13.8 Jury Duty: Employees who are called for jury duty which cannot be postponed or deferred, will be compensated for such absence from work at the normal daily pay and the Employee must turn in any jury pay received from the court to the SAU office. If mileage is received from the court, any such amount shall be retained by the Employee.
- 13.9 Unpaid Leave: A. Parent Leave: Upon arrival of a child (either natural or adopted), either parent employed may request an unpaid leave of absence, subject to the approval of the Board. Upon return from such previously approved leave by the Board, the Employee shall be returned to a position for which the Employee is qualified.
- B. Unpaid leaves of absence for purposes other than educational enrichment may be granted for up to one (1) year upon recommendation of the Superintendent and approval of the Board. An Employee who is on leave of absence for more than one-half of the school year will not advance on the salary schedule the following year.
- C. All unpaid leaves of absence must be requested in writing to the Superintendent prior to the leave being taken. The Superintendent may recommend approval of such leave to the Board, which may, at its sole discretion, grant such unpaid leave based on the individual merits of the request and the needs of the District.
- D. In addition to any FMLA leave to which an Employee may be entitled, an Employee shall be granted child-rearing/maternity leave without pay upon the birth or adoption of a child, which leave, including any FMLA leave, does not exceed 20 months. An Employee may return to work earlier from the approved leave at the discretion of the School Board.
- E. During the time that an Employee is on such unpaid leave, the Employee shall be entitled to remain eligible for participation in all District fringe benefit programs, provided they shall be at the sole expense of the Employee. All benefits to which an Employee was entitled at the time of leave of absence commenced including unused, accrued sick leave will be restored to that Employee upon return. Subject to Article 11.2, whenever an Employee has worked more than one-half their contracted work year that Employee shall be moved to the next step on the salary schedule.
- 13.10 All of the above leave provisions shall be granted to a part-time Employee on a prorated basis and calculated based upon the part-time hours assigned as compared to a full-time

work week of thirty-five (35) hours.

ARTICLE 14

Retirement Incentive

- 14.1 Employees who have completed at least consecutive fifteen (15) years of service, with no more than a one (1) year lapse in service, to the District may choose one of the following options for their retirement year:
- A. Fifty (50%) percent of their total accumulated sick leave days up to a maximum of ninety (90) days at the rate of \$50.00/day; or,
 - B. Fifty (\$50.00) dollars times the number of years that the Employee has served the District.

Employees must notify the Superintendent of their intent to retire and the option selected by November 1st of the school year. Payment shall be made by June 30th of the retirement year.

ARTICLE 15

Grievance Procedure

- 15.1 It is the intent of the parties that grievances be settled at the lowest step possible. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 15.2 A grievance is a complaint by an Employee, group of Employees, or the Association that there has been a violation, misapplication, or misinterpretation of any provision of this Agreement. Nothing contained in this Article shall diminish the right of any Employee covered hereunder to present his/her own grievance, provided that the resolution is not inconsistent with the terms and conditions of this Agreement. If an Employee declines representation by the Association, he/she shall do so in writing. An Employee shall not have the right to a representative other than from the Association without the permission from the Association.
- 15.3 The grievant is the Employee, group of Employees or the Association bringing the grievance.
- 15.4 The time limits of this Article shall be school days, except in a case where the grievance extends beyond the end of the school year; in such a case, a day shall be defined as Monday through Friday, excluding holidays.
- 15.5 A grievance is waived and will not be considered if not initiated, at the informal level, within twenty (20) school days from when the Employee and/or the Association should have reasonably known of the occurrence.

- 15.6 The Association shall have the right to be present at each meeting at each formal step of the grievance procedure and shall be given reasonable notice of the scheduling of every such meeting.
- 15.7 It is understood that the parties and witnesses will be guaranteed freedom from restraint, interference, coercion, discrimination, or reprisal with respect to processing a grievance.
- 15.8 Informal Step: The usual procedure for an Employee to commence a grievance is to meet and discuss the matter in a conference with the Principal. It is expected that most grievances will be satisfactorily resolved through this procedure.

15.9 Formal Steps:

Step 1: If the grievant is not satisfied with the decision rendered at the Informal Step, the grievant may reduce the grievance to writing and submit the grievance to the Principal within ten (10) days of the date of receipt of the Informal Step decision. The written grievance shall state the factual and contractual basis for grievance. The Principal will consider the evidence provided by the grievant and issue a written decision within ten (10) days of receipt of the written grievance. The written decision shall be provided to the grievant and the Association.

Step 2: If the grievant is not satisfied with the decision rendered at Step 1, the grievant and/or the Association may appeal the grievance in writing to the Superintendent within ten (10) days of the date of receipt of the Step 1 decision. The written grievance shall state the factual and contractual basis for grievance and the appeal. The Superintendent shall meet with the grievant and the Association within ten (10) days of the receipt of the grievance. The Superintendent will consider the evidence provided by the grievant and issue a written decision within ten (10) days of the meeting.

Step 3: If the grievant is not satisfied with the decision rendered at Step 2, the grievant and/or Association may appeal the grievance in writing to the Board within ten (10) days of the date of receipt of the Step 2 decision. The written grievance shall state the factual and contractual basis for grievance and the appeal. The Board shall meet with the grievant and the Association within twenty (20) days of the receipt of the grievance. The meeting shall be in non-public session. At the meeting with the Board, the parties shall have the right to present sworn testimony, to present witnesses and documentary evidence, to cross-examine witnesses offered by other parties, to give reasonable oral arguments, and to file typewritten briefs. Copies of all briefs, notices, and request shall be reasonably furnished to all opposing parties and either party shall have the right, at its own expense, to have a verbatim transcript. The Board will consider the evidence provided by the grievant and issue a written decision within ten (10) days of the meeting.

Step 4: If the Association is not satisfied with the decision rendered by the Board at Step 3, the Association may appeal the grievance to arbitration within ten (10) days of the receipt of the Step 3 decision. If the Board and the Association are unable to mutually agree upon an arbitrator within ten (10) days of the filing of the appeal to arbitration,

either party may apply to the American Arbitration Association to appoint an arbitrator under its labor rules and procedures. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall not have the power to add to, subtract from, or modify any provisions of this Agreement. The expense and salary incident to the service of the arbitrator shall be shared equally by the Board and the Association.

- 15.10 The failure to communicate the decision on a grievance within the specified time limit at any of the above steps of this procedure shall permit the grievant to file an appeal to the next step of this procedure.
- 15.11 The failure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

ARTICLE 16

Seniority and Reduction in Force

- 16.1 An Employee's seniority date shall be calculated commencing with the first day worked. The seniority date shall be adjusted for uncompensated absences of six (6) months or more. Each year on or about December 1st the District shall post a seniority list and provide a copy to the Association. Any objections to the seniority list shall be made within thirty (30) days of the posting or shall be deemed waived. Ties in seniority shall be decided first by which Employee has the earliest date of hire and second, by lottery. A break in service of less than two (2) years and a day, provided the break in service was an approved leave of absence with a stated intention to return on an approximate date, shall not cause an Employee to lose seniority prior to the break in service.
- 16.2 Whenever it becomes necessary to decrease the number of Employees or to eliminate a position or program, the Board will lay off in the reverse order of seniority and retain the most senior Employee who possesses the training, certification, experience and/or qualification to fill the remaining provided each such Employee has received a satisfactory evaluation on their most recent performance evaluation.
- 16.3 Recall of Employees in the bargaining unit who are laid off shall be made on the basis of greatest seniority and qualifications for the vacant bargaining unit position. A laid off Employee may be offered any vacant bargaining unit position. The right to recall shall terminate twenty-four (24) months following the last date of work.
- 16.4 Retention of Seniority: An Employee who is laid off and recalled within twenty-four (24) months of the date of layoff shall regain the seniority the Employee had before the layoff.

ARTICLE 17
Conformity to Law and Savings Clause

- 17.1 If any Article or part of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected and the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the invalid Article or part, if possible.

ARTICLE 18
Duration

- 18.1 The provisions of this Agreement shall be in effect from July 1, 2023 through June 30, 2026. Either party to this Agreement may initiate negotiations for a successor Agreement by notifying the other no later than September 1, 2025.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the 19 of June, 2023.

Prospect Mountain High School Board

Prospect Mountain Education Support
Professional Association, NEA-NH


By its Chairperson


By its President

APPENDIX A
Dues Deduction Authorization

Effective upon the date set forth below, I authorize the Prospect Mountain High School District to deduct union dues in the amount of _____ from each of my regular pay checks. Each such deducted amount shall be paid to the Treasurer of the Prospect Mountain Education Support Professional Association, NEA-NH. I acknowledge that my membership in the Association is continuous from year to year and that I may terminate my membership and my dues deduction only between June 1st and June 30th of each year, or as a result of the termination of my employment with the District.

Name: _____ Date: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Email: _____

Position: Paraprofessional

Employer Authorized to Deduct Dues: Prospect Mountain High School District

Signature: _____ Date: _____

APPENDIX B-1
Individual Annual Employment Contract

STATE OF NEW HAMPSHIRE
Prospect Mountain High School
SAU #301
Alton, New Hampshire

TO: Name of Employee _____
Date: (on or before June 1, 202X) _____

This document is your individual employment contract and your intent to return to your position as a Paraprofessional at the Prospect Mountain High School for the 202X-202Y school year. You are assigned to the following class(es) and case manager _____.
If you are assigned to a 1:1 assignment, you will receive a separate confidential letter advising of the identification of the student and your assigned duties.

Your Supervisor for the 202X-202Y school year is _____. This supervisor shall oversee your work and will conduct your formal evaluation. She/he may obtain feedback from your assigned teacher(s), case manager(s) and/or building administrators.

Rate of pay: Step _____ Track _____ Hourly rate: _____

You will become eligible for health insurance on _____.

For current employees on the health insurance the District pays the insurance premiums for July and August in June. Therefore, by signing this document you are agreeing that you will be returning to work for the school year set forth above. If you resign prior to the beginning of this school year, you will be held responsible for reimbursing the District for all of the insurance premiums paid. This requirement can be waived at the sole discretion of the Superintendent and the School Board.

I will be returning to my position as set forth above.

Signature of Paraprofessional Date

Superintendent of School Date

I have decided not to return to my position as a Paraprofessional at the Prospect Mountain High School for the school year 202X-202Y.

Signature of Paraprofessional Date

APPENDIX B-2
Confidential Notice of 1:1 Assignment

To: (Name of Paraprofessional)

Date: _____

Subject to change due to the needs of the student, you are assigned for the 202X-202Y school year as a 1:1 paraprofessional to work with _____ Student Name.

By signing below, you acknowledge receipt of this notice and agree that you will maintain the confidentiality of all student information as required by the Family Educational Rights and Privacy Act (FERPA) and the Individuals with Disabilities Education Act (IDEA). This notice must be signed by you and returned to the Office of the Superintendent on or before June 15.

Signature of Paraprofessional Date

Superintendent of School Date

This Notice shall constitute a student record and shall not be subject to disclosure pursuant to RSA 91-A:5, III.

APPENDIX B-3
Schedule for the Payment of Wages

Effective upon the date set forth below, I authorize the Prospect Mountain High School District to apply wage averaging for the payment of my bi-weekly wages for the 202X-202Y school year.

_____ (initials) I elect to have my wages paid bi-weekly for a period of 26 payments, using the wage averaging method of payment. I agree that I will receive 24 payments of equal installments, except for the last pay period in January and the last pay period in August. I agree that in these two undetermined installments, the District will make reconciliations to each of those pay checks to balance out and adjust any additional amounts due to me by the District or due by me to the District in order to maintain the wage averaging method of payment. I acknowledge that this reconciliation could result in a paycheck of less than the equal pay amount to a possible zero balance due to me. I further acknowledge that in the event that I leave my employment with the District for any reason prior to the last pay check being paid, that the District may reconcile my wages and that such reconciliation could result in a paycheck of less than the equal pay amount to a possible zero balance due to me.

_____ (initials) I elect to have my wages paid bi-weekly for a period of 21 payments, using the wage averaging method of payment. I agree that I will receive 19 payments of equal installments, except for the last pay period in January and the last pay period in June. I agree that in these two undetermined installments, the District will make reconciliations to each of those pay checks to balance out and adjust any additional amounts due to me by the District or due by me to the District in order to maintain the wage averaging method of payment. I acknowledge that this reconciliation could result in a paycheck of less than the equal pay amount to a possible zero balance due to me. I further acknowledge that in the event that I leave my employment with the District for any reason prior to the last pay check being paid, that the District may reconcile my wages and that such reconciliation could result in a paycheck of less than the equal pay amount to a possible zero balance due to me.

_____ (initials) I elect to exclude myself and NOT to have my wages paid bi-weekly using the wage averaging method of payment. I agree that I will be paid my actual wages bi-weekly for a period of 21 pay installments.

Note: Only initial the method of payment that you elect to use. Once the election is made, your decision cannot be changed for the duration of the payroll year.

Signature: _____ Date: _____

APPENDIX B-4
Sick Leave Bank Form

To: Prospect Mountain Education Support Professionals Association (PMESPA) CBA covered employees
From: District/Association Sick Bank Administrative Committee
Re: Sick Bank Membership
Date:

The PMESPA CBA provides a Sick Leave Bank. Members who would like to participate in the Sick Bank need to complete this Sick Bank Membership Form. The Sick Bank protects you should you or an immediate member of your family suffer a long term illness or disability which would prevent you from performing your contracted duties at school for an extended period of time. Members may enroll starting their second year of employment at the school. To join, members must be willing to donate at least one day to the Sick Bank, which will accrue up to 100 days. After that, only new members (joining in their second year of employment) will be required to donate a day each year, as long as the total remains at or above 100.

You may choose not to join the Sick Bank, but only those who elect to participate may apply to draw days from the bank if needed. When a member has exhausted all accumulated sick leave, this member may request to borrow up to 25 days per year from the Sick Bank. Because this Association is new, it will take several years to accrue 100 days in the Sick Bank. Therefore, every member who wishes to participate will need to contribute a day each year until 100 days are accrued. Members may also elect to contribute two days in any year to help accrue the maximum number more quickly.

Should a request be made to draw upon the days in the Sick Bank and be approved by the Sick Bank Administrative Committee and the School Board, the Sick Bank will be replenished according to the register as follows: new employees, employees wishing to join for the first time and employees that have previously joined.

This is the only time of the current year when new members will be added. The next opportunity will come in September of 2023 and in each September thereafter. This form must be completed and returned to the Sick Bank Administrative Committee, care of the SAU business office.

Please select and sign one of the following:

1. I _____ (print name), am a **new employee** (this is my first year at PMHS) and am therefore ineligible to participate in the Sick Bank until next September.

Signature _____ Date _____

2. I _____ (print name), am an **employee wishing to join the Sick Bank** and will donate one day to the Sick Bank, which will be taken from my accrual this fall.
2(a). I do/do not (please circle one) wish to donate a second day to the sick bank, to be taken from my accrual in January.

Signature _____ Date _____

3. I _____ (print name), qualify but **do not wish to join the Sick Bank at this time**. I will have the opportunity to join at the beginning of the next school year.

Signature _____ Date _____

13.3 Sick Leave Bank: The parties shall establish a sick leave bank to cover Employees starting the second year of employment at Prospect Mountain High School in the event of long-term illness. The sick leave bank shall be administered by a committee composed of three (3) members of the Association appointed by the Association President, hereinafter called the Administrative Committee. Each member shall serve for one (1) year and/or until a successor shall be appointed. The Administrative Committee shall meet as needed. A majority of the members shall constitute a quorum and a majority vote of those present and voting shall decide all questions.

Every Employee who elects to participate in the sick leave bank shall agree in writing to donate one (1) or two (2) days each year from the sick leave days that are allowed to accrue in a one-year period to be deposited in said bank; such day(s) to be deducted from the Employee's accumulated sick leave. Enrollment shall be open only during the month of September of each school year. Employees may enroll as soon as they have a sick leave day to contribute. Each succeeding school year shall be a new enrollment period and days contributed to the bank shall not accrue in excess of one hundred (100) days. An Employee shall become eligible to request extended benefits from the sick leave bank after an incapacitating illness or disability provided the Employee has exhausted all accrued sick leave. Upon presentation of satisfactory medical evidence of disability or illness to the Administrative Committee and approval by said Committee, the Committee shall forward its recommendation to the Superintendent. Upon recommendation of the Superintendent and approval of the Board, a member may be granted up to twenty-five (25) days each year in addition to regular sick leave. During such additional sick leave, any and all benefits normally provided an Employee shall continue.

APPENDIX C Wage Schedules

2023-2024: 7% plus steps;

2024-2025: 5% plus steps;

2025-2026: 5% plus steps.

Off-step receive same percentage increase each year.

Step 1 increase 7% - Steps = 1.03

2023-2024	Para	Para-1	Para-2
1	\$14.02	\$14.71	\$15.45
2		\$15.15	\$15.91
3		\$15.61	\$16.39
4		\$16.08	\$16.88
5		\$16.56	\$17.39
6		\$17.06	\$17.91
7		\$17.57	\$18.45
8		\$18.09	\$19.00
9		\$18.64	\$19.57
10		\$19.20	\$20.16

Step 1 increase 5% - Steps = 1.03

2024-2025	Para	Para-1	Para-2
1	\$14.72	\$15.45	\$16.22
2		\$15.91	\$16.71
3		\$16.39	\$17.21
4		\$16.88	\$17.73
5		\$17.39	\$18.26
6		\$17.91	\$18.81
7		\$18.45	\$19.37
8		\$19.00	\$19.95
9		\$19.57	\$20.55
10		\$20.16	\$21.17

Step 1 increase 5% - Steps = 1.03

2025-2026	Para	Para-1	Para-2
1	\$15.45	\$16.22	\$17.03
2		\$16.71	\$17.55
3		\$17.21	\$18.07
4		\$17.72	\$18.61
5		\$18.26	\$19.17
6		\$18.80	\$19.75
7		\$19.37	\$20.34
8		\$19.95	\$20.95
9		\$20.55	\$21.58
10		\$21.16	\$22.23

Employees who have spent at least one year at the top step shall move to off-step status.

In each year, each off-step employee shall receive the same percentage increase as the increase applied to the step 1 track increase for which they hold the appropriate certification.

NOTES:

Each employee advances one step each year. However, each employee's placement onto the new wage schedule must be discussed and agreed upon.

Track movement shall be based on certifications attained by July 1 (the first day) of each fiscal year.

APPENDIX D-1

Evaluation Process

1. Dissemination of the Plan:

- a. All employees will be provided with a copy of the evaluation plan and their job description.
- b. New employees will receive a copy of the Performance Evaluation Plan and job description upon hiring.
- c. Employees will receive a written identification of their immediate supervisor and evaluator upon hire or with their intent to re-employ.

Note: Immediate supervisors and/or evaluators may be subject to change during the contracted year; employees will be notified in writing regarding the change of supervisor.

2. Process for Completing the Evaluation:

- a. Formal evaluations shall be completed on or before May 15th of each year. Each employee's evaluator shall be a full-time administrator, including a Director or Associate Director of Special Education, the Principal, or an Assistant Principal. In no case shall a teacher be any paraeducators primary evaluator or complete any formal evaluation activity. The evaluator shall schedule a meeting with the Employee to discuss the evaluation, the Employee's professional development and the Employee's current assignment as well as possible assignment for the upcoming year.
- b. Formal evaluations for Employee's shall be based on at least one (1) classroom observation per year by the evaluator.
- c. New Employee's shall be evaluated at least once within the first sixty (60) days of employment. During the first year of employment, Employee's may receive more frequent classroom observations and evaluations, as determined by the evaluator, prior to a formal evaluation.
- d. All other Employee's shall be observed in the classroom at least once during the school year, or on such frequency as may be determined if the Employee is on an improvement plan. A mid-year evaluation shall be completed on or before February 1st for all Employee's on an improvement plan, which shall include an assessment of an Employee's progress on the improvement plan.
- e. A post-observation meeting will be held between the evaluator and the Employee within ten (10) days after an observation. If any concerns are cited in the observation, another observation will be conducted by the evaluator prior to the next formal evaluation.
- f. The evaluator may gather input from personnel in daily contact with the Employee. Feedback which addresses an area of concern shall be addressed with the Employee by the evaluator within ten (10) days after learning of such concerns. All feedback utilized as the basis for an evaluation shall be attributable to the person providing the input. Anonymous reports shall not be used in an evaluation.

3. Evaluation Form:

- a. The evaluation and observation forms, attached hereto as part of Appendix D, shall be utilized by the Administration. The Administration shall conduct evaluations on a form which contains the following components:

- b. **Identifying Information** - The top of the form shall include information required for identification: name of the Employee, position, school year covered by the evaluation and the date of the required conference(s). The employee's job description shall be attached to the evaluation form.
- c. **Evaluation Standards**
Four levels of performance are defined:
Outstanding – Performs at a level that significantly excels beyond expectations.
Good – Performs at a level that exceeds expectations.
Acceptable - Performs at a level meets expectations.
Unacceptable – Performs at a level that does not meet expectations.
- d. **Performance Indicators**
Employees shall be evaluated based on their essential responsibilities as contained in the job descriptions and specific assignment in the following areas: Personal, Instructional and School Community. Specific comments will be provided on the form.
- e. **Evaluator's Summative Comments:**
The supervisor performing the evaluation completes this section. Its purpose is to explain and clarify the Employee's overall performance. The summary is an opportunity to note the Employee's awards and accomplishments as well as to note any concerns or areas in need of improvement.
- f. **Improvement Plan:**
If an unsatisfactory rating is given, an Employee may be placed on an improvement plan with the goal of improving the Employee's performance. The Employee's input for an improvement plan shall be solicited. An improvement plan shall provide specific timeframes for expectations regarding improvement in designated areas.
- g. **Employee's Response:**
The Employee may write a response to the evaluation on the form on the evaluation or attach a separate sheet. If an employee believes they have been unfairly evaluated, the employee may request a meeting with the evaluator, principal and/or superintendent to discuss the evaluation.

APPENDIX D-2

Evaluation Form