

MASTER AGREEMENT

BETWEEN THE

**BARRINGTON PARAPROFESSIONAL
ASSOCIATION, INC.**

AND THE

**BARRINGTON SCHOOL BOARD
SAU#74**

BARRINGTON, NEW HAMPSHIRE

**JULY 1, 2023 TO
JUNE 30, 2026**

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ARTICLE I: RECOGNITION

The Barrington Paraprofessional Association, NEA-NH is hereby recognized as the exclusive representative for paraprofessional employees as specified in the State of New Hampshire Public Employee Labor Relations Board certification, PELRB Decision No 2021-205. The term "employee" when used hereinafter refers to regular and special education paraprofessionals, speech language assistants, certified occupational therapy assistants, medical assistants and Title I tutors. Excluded from this agreement are tutors, student monitors (lunch/recess/bus), and behavior coaches. The term "Association" refers to the Barrington Paraprofessional Association, affiliated with NBA-NH and the National Education Association.

ARTICLE II: MANAGEMENT RIGHTS

The Barrington School Board is the legal entity endowed with the powers and duties to effectively operate the public schools. The Board retains, subject to the language of the 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 for cause; take such 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. 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:l, XI.

ARTICLE III: ASSOCIATION PRIVILEGES

A. Building Use

The Association may upon prior notification of the Principal, use the school buildings at reasonable hours for meetings providing they do not interfere with the operation of the school or its activities.

B. Dues Deduction

The Board agrees to deduct membership dues of the Association upon proper written notification and authorization by the employee on the basis that the employee may withdraw at any time upon thirty (30) calendar day written notice and the Board is held harmless for any disputes concerning the deduction of Association dues.

C. Notices

The Executive Board of the Association may place notices, circulars, and other material in the employees' mailboxes provided that such material shall not relate to any state, local, or national political matter or any partisan political election material. Any such material must be submitted to the building principal in advance. The Association shall ensure that the material is not slanderous, libelous, or in any way harmful to the school, its staff, or other individuals or groups. All materials will be in good taste. A space on bulletin boards or other areas usually used for notices in each school shall be available for posting copies of BPA notices, articles, and communications.

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D. Telephone Calls

Designated representatives of the Association shall be allowed to receive telephone calls concerning Association business during school hours, when they are not in the classroom or supervising students.

E. Equipment Use

The Association may, upon approval of the Principal, use school equipment including projection equipment, copiers, and any other duplicating equipment, computers/email, fax machines, and telephones after school hours or during non-duty periods when such equipment is not otherwise in use. The Association shall pay for the full costs of all materials and supplies and phone calls using a separate BPA code incidental to such use.

ARTICLE IV: WORKING CONDITIONS

A. Hours

1. The workweek for paraprofessionals shall normally be 35 hours.
2. Unless specifically directed or authorized, no employee shall be expected to work outside her/his contracted hours. All completing of forms, preparation of materials, and other duties expected of paraprofessionals shall be completed during contracted hours.
3. The workday shall begin no earlier than seven o'clock (7:00) a.m., and shall conclude no later than four o'clock (4:00) p.m.
4. Authorized overtime shall be paid in accordance with New Hampshire law. Overtime may only be "authorized" by the building principal and/or the superintendent. No other District employee is permitted to authorize overtime for an employee.

B. Work Year

The "Work Year" shall consist of one hundred eighty-two (182) days. In the event of a days based school year, there shall be 180 instructional days + 2 workshop days. In the event of an hours based school year, there shall be 178 instructional days+ 4 workshop days. Workshop topics may be selected from recommendations made by the Professional Development Committee, whose membership shall include at least one paraprofessional selected by the Association. The additional workshop days shall be scheduled before the fiscal year begins.

C. Holidays

1. Employees shall receive the following six (6) paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Birthday, and Memorial Day.
2. The District will allow up to two (2) days absence from work each school year subject to the terms set forth below for the sole purpose of observing religious holidays. The employee may elect to either (1) utilize personal time provided for under Article IX section C 1 or (2) take one or both of the days unpaid.

A request for absence for the purpose of observing religious holidays shall be made in writing using a Leave Request form at least five (5) days prior to the requested absence.

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D. Substitute Teaching

Paraprofessionals may substitute for members of the professional staff on a volunteer basis and with the permission of the building principal or assistant principal. Employees shall be paid an additional \$5.00 per hour when substituting. An employee shall be considered to be a substitute when s/he assumes the duties of a professional employee, including special education teachers for a minimum of forty-five consecutive minutes, and upon verbal authorization from the principal or his/her designee. After the first forty-five minutes, an employee shall be compensated at the rate of \$3.75 extra for each forty-five (45) consecutive minutes worked in this role. An employee who volunteers to serve as a substitute teacher for a full day will be compensated at the rate of \$35.00 extra for that day.

E. Duty-Free Lunch

Employees will be provided a paid twenty-five (25) minute duty-free lunch except in the case of an emergency.

F. Probationary Period

A ninety (90) working-day probationary period will be in effect for all new employees. Probationary employees receive benefits under the contract, however, the probationary employee will not be entitled to any paid leave during the first twenty (20) work days of employment or any professional development funds unless required to attend a workshop/conference by the Superintendent. Probationary employees may be terminated at any time during the probationary period and such termination is not subject to the grievance procedure.

G. Vacancies

1. A vacancy shall be defined as a newly created position or a present position that is not filled. All vacancies shall be emailed to all staff and posted internally, in a conspicuous place in each building of the District for a period of three (3) workdays, before being advertised externally. Interested employees may apply to the Superintendent until the vacancy is filled. The posting period may be shortened by mutual agreement of the Association and the District.
2. The District shall post vacancy notices in the SAU building during the summer and email a copy to the Association President in addition to sending an all staff email. All vacancies will be filled by the best-qualified applicant as determined by the Superintendent or his/her designee. Qualified internal candidates shall be given preference over external candidates.

H. Transporting Children

Employees shall not be required to transport children in motor vehicles. An employee who does agree to transport children must complete the New Hampshire Department of Motor Vehicles records check before transporting students. This must be done at least once each school year. The cost of this records check will be borne by the District.

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I. Meetings

As integral and respected members of the school's educational staff, paraprofessionals may attend before or after school meetings that are not part of his/her regular workday. In order to be compensated for his/her time the building principal or assistant principal must authorize attendance in advance of the meeting. In these cases the paraprofessional will be paid his/her regular hourly rate based upon fifteen (15) minute increments.

J. Personnel Files

- I. Upon receipt of a written request, the District shall provide an employee with a reproduction of any material in his/her file within a reasonable length of time, not to exceed five (5) working days. All costs associated with reproducing of these documents will be determined by District policy and shall be paid by the employee making this request.
2. Any employee shall have access to his/her files or records maintained in the school district within two (2) working days. No unofficial files shall be kept by the principal or assistant principal on any employee, except for those related to classroom observation.
3. No material derogatory to an employee shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. 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 a signature in no way indicates agreement with the contents thereof. The employee also shall have the right to submit a written answer to such material. His/her answer shall be reviewed and signed by the Superintendent or his/her designee, a copy shall be given to the employee, and a copy shall be placed in the employee's personnel file.
4. An employee may indicate those materials in the employee's file that the employee believes to be obsolete or otherwise inappropriate to retain. Only with Superintendent approval may such materials be removed.

K. Discipline

- I. School Board Hearings: In the event of such a hearing, the employee shall be entitled to have a representative of the Association present to advise him/her and represent him/her.
2. Right to Representation: An employee may have a representative of the Association present when s/he is being disciplined for any infraction of rules or any delinquency in professional performance, or when a employee is required to attend a meeting that might result in disciplinary action being taken against him/her. When a request for such representation is made, no questioning of the employee shall occur until such representative of the Association is present, so long as it does not delay the investigation for more than forty-eight (48) hours. All information forming the basis for disciplinary action will be made available to the employee, and, if requested, to the Association upon written permission from the employee.

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3. Guidelines: All discipline will be progressive (i.e. verbal, written, suspension, termination) and designed to correct the employee's behavior. An employee will only be disciplined for violating a rule or rules that the employee could be reasonably expected to know about. Discipline shall be administered only after the incident has been investigated and said investigation has produced definitive evidence that an infraction has occurred. All disciplinary actions shall be applied even-handedly and shall be consistent with the infraction. Due process shall be accorded to both the District and the Association in disciplinary matters.
4. Any complaint regarding an employee made to any member of the Administration by a parent, student, or other person shall be investigated promptly.

L. Evaluation

1. All employees will be evaluated at least once annually.
2. A copy of the employee evaluation policy and procedure will be maintained online and copies will be available to employees upon request and at the start of each school year as a part of the mentor process. In the event of changes in the policy or procedure, employees will be notified and copies of such changes will be made available online and via email.

M. Part-Time Employment

1. Part-time employees shall receive all benefits provided to full-time employees, pro-rated in proportion to the employee's full-time equivalency (FTE). For the purposes of this section, benefits include professional development, insurances, etc.
2. Paid and unpaid leaves shall be available to part-time employees under the following terms: They will be entitled to the same number of days, but the length of the day will be pro-rated to the employee's regular work day. For example, if an employee's regular workday is 3 hours and the employee uses a sick day, the employee will be compensated for 3 hours of work.
3. An employee's full-time equivalency shall equal the contracted weekly hours divided by thirty-five (35).

N. Issuing of Contracts

The District shall issue contracts to continuing employees on or before May 15.

O. Child Restraint

Paraprofessionals may be required to become certified in child restraint at District expense. Employees not certified in child restraint shall not be required to physically restrain students. If an employee is physically unable to restrain children, as certified in writing by a physician, the District will not require the employee to receive said training.

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P. Substitute Paraprofessionals

1. Every effort shall be made to hire substitutes whenever a bargaining unit member is on an approved leave of absence.
2. Substitutes shall not be used to augment the workforce. Therefore, any substitute employed in a paraprofessional position for more than forty-five (45) consecutive school days (except to cover an approved leave of absence) shall become a bargaining unit member, entitled to the full rights and outlined in the remainder of this Agreement. Such an employee will begin his/her probationary period upon becoming a bargaining unity member.

ARTICLE V: GRIEVANCE PROCEDURE

A. Definitions and Procedures

1. A "Grievance" shall mean a claim by an employee or group of employees that there has been a violation, misinterpretation, or misapplication of any provision of the contract.
2. A "Grievant" is a person or persons making the complaint or the Association except as limited in A-1 above.
3. The term "days" when used in this Article shall mean weekdays. "Weekdays" are defined as "Monday through Friday, except for holidays. If a deadline falls on a holiday, the deadline will be the next work day or, during the summer, the next day that the SAU office is officially open.
4. A grievance shall be filed within fifteen (15) days of the incident being grieved or from when the grievant knew or should have known of the incident giving rise to the grievance.
5. If a grievant does not proceed at any step within the stated time limit, the grievance is deemed resolved.
6. Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall allow the grievant to proceed to the next level in the process.
7. Grievances shall be filed separately from the employee's personnel file.
8. An individual employee may present an oral grievance to his/her employer without the intervention of the Association. Until the grievance is reduced to writing, the Association shall be excluded from a hearing if the employee so requests; but any resolution of the grievance shall be consistent with the terms of the existing agreement between the parties.

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B. The Process

Level One: Principal

1. Any grievant may discuss the grievance with his/her immediate supervisor in an attempt to resolve the matter informally at this level.
2. If the matter is not resolved to the satisfaction of the grievant, s/he shall present a written grievance to the principal within ten (10) days of the informal meeting in order to allow for collaboration and resolution. The grievance shall specify:
 - a. The nature of the grievance.
 - b. The provision of the contract that is claimed to have been violated.
 - c. The remedy requested.
3. Within five (5) days of receipt of the grievance, the principal shall communicate his/her decision, in writing, to the grievant.

Level Two: Superintendent

1. If the decision of the principal does not resolve the grievance to the satisfaction of the grievant he/she may, within ten (10) days after receipt of the decision, appeal the principal's decision to the superintendent. The appeal must be in writing and must include all written materials submitted to the principal as specified above.
2. The Superintendent shall meet with the grievant within ten (10) days of receipt of the grievance in an attempt to resolve the matter. The Superintendent shall communicate his/her decision specifying the reasons upon which the decision is based in writing to the employee and to the Association within ten (10) days after the meeting.

Level Three: School Board

1. If the Superintendent's decision does not resolve the grievance to the satisfaction of the grievant, he/she may, within seven (7) days of receipt of the answer in *Level Two*, appeal the decision to the School Board. The grievant shall have the right to appear before the Board to present evidence and argument for the Board's consideration.
2. The decision of the Board shall be made and transmitted to the grievant in writing specifying the reason(s) for the decision no later than twenty (20) days from the date the grievance was presented before the Board.
3. The decision of the Board shall be the final ruling at the District level.

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Level Four: Arbitration

1. If the grievance is not resolved at Level Three, the Association may submit the matter to arbitration under the Labor Arbitration Rules of the American Arbitration Association (AAA) by filing notice with the AAA and the Board no later than fifteen (15) days after receipt of the Board's decision at Level 3, and an arbitrator shall be appointed in accordance with AAA rules.
2. Time of Award - In accordance with AAA rules, the arbitrator shall issue his/her written decision no later than thirty (30) days from the date of closing the hearing or, if oral arguments have been waived, the award shall be rendered no later than thirty (30) days from the date of transmitting the final statements and proofs to the arbitrator.
3. The arbitrator shall have no power to add to, subtract from, alter, or modify any term or provision of this agreement.
4. The award and the decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this agreement, and subject to paragraph 6 below, shall be considered final and binding
5. The Arbitrator's fee shall be shared equally by the parties.
6. The grievance and arbitration provisions set forth herein shall be subject to the provisions of RSA 542.

ARTICLE VI: PROFESSIONAL DEVELOPMENT

A. Payment

The District will pay all costs associated with fulfilling the District's paraprofessional staff development plan.

B. Workshops and College/University Courses

1. Terms of Payment

Employees enrolling in credit courses from accredited institutions shall be compensated for their expenses provided:

- a. Approval from the Principal is sought and given prior to registration for the course.
- b. The course is related to the paraprofessional Staff Development Plan.
- c. The employee receives a grade of 'B' or above in a graded course or a grade of 'Pass' in a Pass/Fail course (employees must elect to receive a grade as opposed to Pass/Fail, if such a choice exists).
- d. The employee presents proof of completion of the course.
- e. The total compensation for courses during the contract year including registration fees and materials does not exceed an amount of money equal to seventy-five percent (75%) of the in-state tuition cost of four (4) undergraduate credits at UNH as of September 1 of the contract year for which reimbursement is being requested.

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2. If an employee chooses not to enroll in a credit course from an accredited institution, the District will pay up to \$400 to attend workshops. Written proof of completion of all compensated workshops is required.
3. The District will pre-pay for courses and workshops if the employee provides at least fourteen (14) days notice. If an employee does not provide at least fourteen (14) days notice, the district will reimburse the employee for workshop expenses. The employee is responsible for completing all necessary paperwork associated with professional development, and in a timely manner.
4. In the case of a college/university course, if the employee does not receive a grade of 'B' or above or 'Pass' in Pass/Fail course or does not provide written proof of completion of a workshop, the employee will be required to reimburse the District for the District's cost of the course. This reimbursement will be on a mutually agreed schedule. An exception to this policy will be for summer workshops or courses, the financing of which will remain on a reimbursable basis upon the employee's resumption of duties in September.
5. The maximum amount of funds available annually to implement this Article of the contract shall not exceed \$12,000.
6. No more than three courses shall be approved for funding before June 1; the remaining funds will remain available for workshop reimbursement. If, on June 1, professional development funds remain unspent, those funds be divided evenly among the others who applied for, and were approved for reimbursement. Reimbursement for courses shall not exceed the amount in (1)(e) above.

ARTICLE VII: WAGES

A. Wages

1. No employee's regular hourly rate shall be reduced as a result of this agreement.
2. The wage schedules are included as Appendix A.
3. New employees shall be placed at the proper step and track of the wage schedule according to the following guidelines: Employees shall receive full previous experience credit for years worked as a paraprofessional or professional in a public school, three-quarters credit for years worked as a paraprofessional or professional in a private school, and one half credit for years worked in a child care facility. The District will round up partial years of employment of more than half a work year. Other work experience shall be considered on a case-by-case basis and shall be determined by the superintendent and communicated in writing to the Association president. The District will provide the Association President with the employee's work experience (resume) and a copy of the form that explains how years of service has been awarded. The Association shall notify the Superintendent in writing within five (5) days of receipt if there is disagreement with the wage placement.
4. Employees will be paid for hours worked during a two-week period
5. The following are acceptable deductions to be made from paychecks: union dues, three mutually identified credit unions or banks, and up to six mutually identified annuity/insurance companies.
6. An employee shall be raised to a new wage track upon earning the appropriate degree or credits. The employee shall submit proof of eligibility to the Superintendent in writing before the track is changed. The employee will be raised to the new wage track within thirty (30) days of the receipt of employee's proof of eligibility.
7. For the purpose of the wage schedule, employees serving more than one-half (1/2) of her/his contracted days will be given credit for one (1) year of service.
8. Longevity Benefit - Employees who have completed the number of years of cumulative service to the District in the table below shall receive a lump-sum non-cumulative stipend in the first payroll in December.

<u>Years</u>	<u>Stipend Amount</u>
10-14	\$500.00
15-19	\$750.00
20+	\$1 000.00

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B. Retirement Severance

- I. The definition of "retiring employee" for the purposes of this contract shall be a employee who either:
 - a. Has fifteen (15) years of service to the Barrington School District and
 - b. has notified the Board of his/her intent to retire, provided that such notification is to be in writing and is received by the Board prior to December 1 of the employee's final school year;
- ii:
 - a. has ten (10) or more years of service to the Barrington School District,
 - b. is eligible to receive retirement benefits from the New Hampshire Retirement System, and
 - c. has notified the Board of his/her intent to retire, provided that such notification is to be in writing and is received by the Board prior to December 1 of the employee's final school year.

An employee who has been incapacitated due to a physician-certified disability caused by illness or injury shall also be considered a "retiring employee," and the December 1 notification requirement will be waived.

2. The District will pay any retiring employee \$2,000 plus \$100 for each year of service to the Barrington School District. The District will make said payment in the first pay period of the next fiscal year.

ARTICLE VIII: INSURANCE

A. Medical Insurance

1. The District will pay the percentage stated below of the health insurance premium for a single membership in Cigna SchoolCare Yellow Open Access Plan with Choice Fund.

2023-2026

92.5%

For those individuals who are eligible for either two-person or family health insurance coverage, the District will pay \$1,500 per full-time employee per year toward the cost of that additional insurance premium.

Neither the carrier nor the plans will be replaced without the mutual agreement of the parties.

2. Electing to opt-out: Any covered employee may elect to opt-out of the District health insurance plan for twelve consecutive months (September 1 through August 31) and receive an annual lump sum payment to be paid out in the second pay period of November of that contract year. The annual lump sum payment shall be \$2,000.00 The employee must inform the District in writing using the buy-out form prior to October 31st in order to be eligible for the opt-out provision and provide evidence that the employee is covered by other applicable health insurance coverage that is not subsidized under the *Affordable Care Act*. The District will issue the buy-out form with the first paycheck of the contract year or when the employee is hired.

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Should an employee request to add insurance through the District after a buyout has been paid to the employee, any insurance buyout funds previously paid to the employee shall be reimbursed to the district through payroll deductions during that contract year on a schedule that shall be mutually agreed upon by the district and the employee.

3. Annually, a committee formed of two (2) members of each: the Barrington Paraprofessional Association, NBA-NH; the Barrington Education Association, Inc.; District Administration/Directors; and one (1) representative of the Town of Barrington shall meet to review health insurance costs, benefits, and potential savings. Any union or District representative may veto any proposed health insurance changes during the review process.

B. Dental Insurance

The District will pay 25% of a single person approved Dental plan offered by the District. The employee may select either Option A or Option B with the maximum yearly benefit being \$750.00.

C. Long Term Disability

The District will provide each employee with long-term disability insurance, which will pay sixty percent (60%) of the employee's annual wages for the full period of disability. Wage replacement shall begin after all accumulated sick leave has been used or ninety (90) calendar days elapse after the onset of the disability, whichever is greater. The maximum monthly benefit will be \$3,000.

D. Term Life Insurance

The District will provide term life insurance in the amount of \$25,000 for each covered employee.

E. Worker's Compensation

The Board will pay the difference, up to 100%, of the employee's regular compensation and the amount paid under Worker's Compensation for up to 90 days.

F. Flexible Spending Account

The District will create an IRS Section 125 Flexible Spending Account Plan ("FSA"). These funds may be used to offset any medical, child care, or other expenses allowed by law. Employees will be allowed to voluntarily contribute by payroll deduction to the Section 125 Plan up to the limit allowed by law. Employees shall be allowed to carry over a FSA fund balance of up to the maximum amount allowed by law, annually.

G. Retirement

The District will enroll in the New Hampshire Retirement System any employee who works thirty (30) hours or more per week.

ARTICLE IX: LEAVES

A. Sick Leave

1. Employees will receive the following number of paid sick leave per contract year to be used for the care of the employee or the employee's family member as defined by the Family and Medical Leave Act of 1994. For all non-probationary employees, such sick leave benefits shall be available as of the first day of school.
2. Each employee shall receive fifteen (15) sick days, cumulative to seventy-five (75) days for unused sick leave. First year/probationary employees shall accrue sick leave at a rate of 1.5 days per month. Any such employees who deplete their own accrued sick leave during the course of the school year may request an advance of the remaining days to be accrued provided they present a physician's note to substantiate the basis for the leave request.
3. Employees shall be given a written account of their accumulated sick leave during September of each year.
4. Upon leaving the district after ten (10) years of employment, employees shall be paid for unused sick days at 25% of the employee's final daily rate. Upon leaving the district after twenty (20) years of employment, employees shall be paid for unused sick days at 50% of the employee's final daily rate.
5. Sick Leave Bank: Employees may voluntarily choose to donate up to three (3) days of sick leave to a sick leave bank. Days donated to the bank may accumulate up to a total of ninety (90) days. Employees donating a sick leave day shall notify the district in writing by September 15th of each school year. Employees hired after the start of the school year will have fifteen (15) days following the date of hire to make a donation of one (1) day to the sick bank. Given probationary status, the District will automatically grant one (1) sick day for the purpose of donation to the sick bank only.

Employees who have exhausted their sick leave and who donated a day to the bank within the past twelve (12) months may apply for additional sick days from the bank. The application shall include a statement from a health professional describing the nature of the illness and estimated length of absence. The application for additional sick leave days shall be submitted to the superintendent. A committee made up of two (2) members of the Barrington Paraprofessional Association/NBA-NH and the superintendent of schools (or his/her designee) shall convene and review the application within ten (10) working days. The application shall note the number of sick days requested and the reason for the request. On unanimous agreement among the committee members, the application may be approved or denied, or additional information may be requested from the applicant. Decisions of the committee shall not be subject to the grievance procedure. Unused days shall carry over from year to year.

B. Professional Leave

To help each employee develop professionally employees may be granted two (2) professional days for meeting the employee's Staff Development Plan, and/or the enhancement of the employee's career or professional standing.

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C. Personal Leave

1. Employees may be granted, upon prior notice, up to three (3) days paid personal leave. Unused personal leave will not be carried over to the following school year. Such leave may be requested for urgent and compelling personal matters or emergencies that cannot be handled except during school hours. Requests for such leave must be submitted in writing to the building principal at least three (3) days in advance of the requested leave whenever possible. Personal leave is discouraged from being used on consecutive school days or to extend a holiday and/or vacation period. In either of these cases, the principal shall approve such requests if a District approved substitute can be secured.
2. Upon request, the District shall grant up to two (2) personal day requests per building per day.
3. If any employee requests more than one personal day to be taken during the month of June, the employee must provide a specific reason for the request, and superintendent approval is required.

D. Child Care Leave

- I. The District shall grant unpaid leave of up to one (1) year, for either natural or adoptive parents.
2. Written notification of the intent to take such leave shall be made to the superintendent at least thirty (30) calendar days prior to the date on which the leave is to begin, except in cases of emergency. Childcare leave notification shall also include the expected termination date of such leave.
3. At the conclusion of the leave, the employee shall be reinstated to the same, or to a comparable, position with no service credit granted for the time on leave.

E. Bereavement Leave

- I. Employees shall be allowed up to five (5) days paid leave per death at the time of a death of a spouse, domestic partner, or child during the work year or within five days of the beginning of the work year.
2. Employees shall be allowed up to three (3) days paid leave per death at the time of a death of a parent, grandparent, grandchild, mother-in-law, father-in-law, brother, or sister during the work year or within five days of the beginning of the work year.
3. Additional days may be requested from the employee's personal leave or accumulated sick leave accounts.

F. Jury Duty Leave

Employees shall be granted, upon request and notification, a leave for jury duty. During the period the employee is on jury duty, he/she will be paid the difference between jury duty pay and his/her normal school district pay. It is the employee's obligation to submit jury duty pay to the District when this leave section is utilized. No employee is entitled to both his/her normal school district pay and jury duty pay.

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G. Extended Personal Leave

- I. An employee may be granted a one (1) school year personal leave without pay.
2. A written request for such leave should be made to the Superintendent no later than March 1 of the year prior to the intended year of leave. (For example, an employee who wishes to be on leave for the 2023-24 school year must notify the Superintendent by March 1, 2023.)
3. An employee on extended personal leave shall notify the Superintendent in writing no later than March 1 of his/her intent to return the following year. If the employee does not meet the March 1 deadline in writing, he/she surrenders all rights and privileges to continuing employment with the District.

H. Union Day - The Association President or designee shall receive two (2) paid days per school year. One (1) day shall be for the sole purpose of attending the NEA-NH Annual Delegate Assembly. The second day shall be for Union business and shall be requested using a District Leave Form including a description of the business to be conducted on the requested day.

ARTICLE X: REDUCTION IN FORCE

A. Notice

As soon as a reduction in force is seriously contemplated, the Superintendent of Schools shall notify the President of the Association and all of the employees who might be affected.

The School Board will accept any written presentations regarding the reduction in force from the Association, individual employees, or the public.

The decision to implement the reduction in force shall be made at the sole discretion of the School Board.

B. Employees Laid Off

The School Board will make every reasonable effort to minimize the effects in reduction in force on the current staff by absorbing as many positions as possible through attrition (retirements, resignations, and refusals to contract).

Employees shall be considered for layoff within the following three (3) classifications: regular and special education paraprofessionals, speech language assistants, and certified occupational therapy assistants. Seniority shall be defined as years of continuous employment in a bargaining unit position.

In identifying which employees to release, the School Board shall consider discipline first, then seniority as follows. The district will first identify which employees in the classification have been disciplined within the past year. The employee subject to the highest level of discipline shall be laid off first. Levels of discipline shall be considered, in ascending order, written discipline and suspension. If a tie exists, the least senior employee who has been disciplined shall be laid off first. If further layoffs are necessary, the least senior employee(s) shall be laid off first.

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C. Recall and Reassignment

Laid off employees shall be recalled to open positions for which they are qualified for a period of one (1) year following layoff. All laid off employees shall maintain up to date contact information, consisting of home address, phone number and e-mail address, with the SAU office in the event of a recall. Failure to maintain accurate contact information or the refusal of any recall offer to an equivalent position shall constitute a waiver of all recall rights. A previously employed employee who returns to a paraprofessional position shall resume employment by the School District at no less than the step occupied when the position previously held was terminated.

Any transfer, assignments, or reassignments, resulting from or involving a reduction in staff will be made by the Superintendent.

ARTICLE XI: GENERAL PROVISIONS

A. Copies of the Agreement

The School Board will arrange for the distribution of the Agreement both in writing and online. The Agreement shall be printed and distributed within thirty (30) days after approval by the voters and will be distributed to all covered employees. All new employees will be given a copy of the working agreement on or before the first working day.

B. Amendments

Being a mutual Agreement, this instrument may be amended at any time by mutual consent.

C. Individual Contract

The individual contract shall consist of the SAU #74 Contract of Employment as provided by the Superintendent.

D. Savings Clause

If any provision of this Agreement is held to be contrary to law, then such provision shall be deemed invalid, but all other provisions shall be deemed valid and continue in full force and effect.

BARRINGTON PARAPROFESSIONAL ASSOCIATION, NEA-NH
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ARTICLE XII: DURATION

- A. This Agreement is effective from July 1, 2023 and will continue in effect until and including June 30, 2026.

- B. The School District agrees to provide the PELRB with a copy of this agreement within fourteen (14) days of its execution in order to ensure the parties' compliance with Pub 207.02(b).

**FOR THE BARRINGTON
SCHOOL BOARD:**

**FOR THE BARRINGTON
PARAPROFESSIONAL ASSOC.**

~~SA [Signature]~~

Lisa A. Titus

Carrie Neill

Dia St. Beyer

Maria D. Saye

[Signature]

[Signature]

DATE: 4/4/23

DATE: 3/29/2023

BARRINGTON PARAPROFESSIONAL ASSOCIATION, NEA-NH
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APPENDIX A - WAGE SCHEDULE

2023-24

STEP	Track 1 High School Diploma or NH DOE Para I Cert.	Track 2 60+ Post Secondary credit hours or NH DOE Para II Cert.	Track 3 Bachelors Degree	Track 4 Current Teacher Cert or Masters Degree
1	\$17.00	\$17.50	\$18.00	\$18.50
2	\$17.50	\$18.00	\$18.50	\$19.00
3	\$18.00	\$18.50	\$19.00	\$19.50
4	\$18.50	\$19.00	\$19.50	\$20.00
5	\$19.00	\$19.50	\$20.00	\$20.50
6	\$19.50	\$20.00	\$20.50	\$21.00
7	\$20.00	\$20.50	\$21.00	\$21.50
8	\$20.50	\$21.00	\$21.50	\$22.00
9	\$21.00	\$21.50	\$22.00	\$22.50
10	\$21.50	\$22.00	\$22.50	\$23.00

2024-25

STEP	Track 1 High School Diploma or NH DOE Para I Cert.	Track 2 60+ Post Secondary credit hours or NH DOE Para II Cert.	Track 3 Bachelors Degree	Track 4 Current Teacher Cert or Masters Degree
1	17.50	18.00	18.50	19.00
2	18.00	18.50	19.00	19.50
3	18.50	19.00	19.50	20.00
4	19.00	19.50	20.00	20.50
5	19.50	20.00	20.50	21.00
6	20.00	20.50	21.00	21.50
7	20.50	21.00	21.50	22.00
8	21.00	21.50	22.00	22.50
9	21.50	22.00	22.50	23.00
10	22.00	22.50	23.00	23.50

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APPENDIX A - WAGE SCHEDULE, cont.

2025-26

STEP	Track 1 High School Diploma or NH DOE Para I Cert.	Track 2 60+ Post Secondary credit hours or NH DOE Para II Cert.	Track 3 Bachelors Degree	Track 4 Current Teacher Cert or Masters Degree
1	18.00	18.50	19.00	19.50
2	18.50	19.00	19.50	20.00
3	19.00	19.50	20.00	20.50
4	19.50	20.00	20.50	21.00
5	20.00	20.50	21.00	21.50
6	20.50	21.00	21.50	22.00
7	21.00	21.50	22.00	22.50
8	21.50	22.00	22.50	23.00
9	22.00	22.50	23.00	23.50
10	22.50	23.00	23.50	24.00

- To be placed on Track 1 an employee must have at least a high school diploma or NH Department of Education (DOE) Para I certification.
- To be placed on Track 2 an employee must have at least 60 Post Secondary credit hours or NH DOE Para II certification.
- To be placed on Track 3 an employee must have at least a Bachelors Degree from an accredited 4-year college or university.
- To be placed on Track 4 an employee must have at least a current teacher certification or a Masters Degree from an accredited institution of higher education.