

**Contractual Agreement
Between The
Chester School District
And The
Chester Educational Support Personnel
Association**

July 1, 2023 to June 30, 2026

TABLE OF CONTENTS

PREAMBLE	page 2
Article One – Recognition	page 2
Article Two – Negotiation Procedures	page 2
Article Three – Jurisdiction & Authority of School Board	page 2,3
Article Four – Grievance Procedure	page 3,4,5
Article Five – Disciplinary Procedures	page 5,6
Article Six – Vacancies and Postings	page 6
Article Seven – Compensation and Work Schedules	page 6,7,8
Article Eight – Benefits	page 8
Article Nine – Leaves	page 9,10,11,12
Article Ten – Holidays	page 13
Article Eleven – Professional Development	page 13
Article Twelve – Dues Deduction	page 14
Article Thirteen – Probationary Period	page 15
Article Fourteen – Evaluation	page 15
Article Fifteen – Reduction in Force	page 15,16
Article Sixteen – Zipper/Savings Clause	page 16
Article Seventeen – Duration of Contract	page 17
Appendix A – Salary Schedule	page 18

PREAMBLE

The Chester School Board of the Chester School District hereinafter referred to as the "Board" and the Chester Educational Support Personnel I Association, NEA-NH and NEA, hereinafter referred to as the "Association". Agrees as follows:

ARTICLE ONE RECOGNITION

1.1 The Board recognizes the Association as the exclusive representative of all instructional assistants, certified occupational therapy assistants, AND physical therapy assistants, who are employed by the Chester School District for the purpose of negotiations with the Board with respect to salaries and terms as per NH RSA 273-A. The Board agrees to negotiate with representatives of the Association in accordance with the procedures outlined in Article Two.

1.2 Instructional assistants include: paraeducators, certified occupational therapy assistants, and physical therapy assistants.

1.3 Excluded from the unit are supervisory administrative personnel (Principal, Assistant Principal and Special Education Coordinator), custodial, food service, secretaries and bookkeeper).

1.4 "Certified employees" shall mean employees who hold N.H. Paraeducator certification or N.H. Teacher certification through the N.H. Department of Education.

ARTICLE TWO NEGOTIATION PROCEDURES

2.1 Negotiations for a successor agreement shall be conducted pursuant to NH RSA 273-A, Public Employees Labor Relations Law.

2.2 The Association will notify the Board of its intent to negotiate no later than August 1 of the year prior to the expiration of the Agreement. The Association's letter shall list suggested dates for negotiations. The Chester School Board shall respond in writing no later than September 1. The Board's negotiating team and the Association's negotiating team each shall supply the other with rationales for their bargaining proposals and any supporting documentation. The Board and the Association shall endeavor to complete the negotiating process, including ratification by January 1.

ARTICLE THREE SCHOOL BOARD and ASSOCIATION RIGHTS

3.1 School Board Rights

3.1.1 The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the School District and to take actions necessary to

carry out the mission of the District in emergencies.

3.1.2 The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, discretion or authorities which, by law, are vested in them and this agreement shall not be construed so as to limit or impair their respective statutory powers, discretion or authorities.

3.2 Association Rights

3.2.1 During non-school hours, the Association shall have the right to use designated areas in school buildings for meetings provided there is not interference with any scheduled school activities. The use of such designated areas shall be approved by the Principal in advance.

3.2.2 The Association shall have the right to use school mailboxes and photocopiers. The District will create a copier account for Association use. The District will allow the Association to use up to 100 copies per year without charge. The Association shall reimburse the District for copies in excess of 100 at a rate of \$0.05 per copy.

3.2.3 The District shall provide a bulletin board in the teachers' room solely for Association use.

3.2.4 The Chester School Board shall provide access to the Teachers' Room for the Educational Support Staff. This room will be appropriately furnished and maintained in a clean and orderly condition by those using it.

ARTICLE FOUR GRIEVANCE PROCEDURE

4.1 DEFINITIONS:

1. A grievance is a claim of an alleged violation of a specific provision of this agreement. A grievance, to be considered under this procedure, must be initiated, in writing, by the employee or the Association within 15 days of its occurrence.
2. An aggrieved person is the person or persons making the complaint.
3. The term "days" shall be interpreted as meaning school days except during the summer break, during which days shall be defined as Monday through Friday, excluding holidays.
4. At all stages of the grievance procedure, the employee or the Association shall be entitled to a representative of her/his choice.
5. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be communicated in any way to a prospective employer.
6. All parties at interest in a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in processing of a grievance.

4.2 PURPOSE:

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may arise concerning the application of the terms of this agreement.
2. Both parties agree that these proceedings shall be kept confidential.

4.3 STRUCTURE:

1. A grievance may be withdrawn at any level.
2. The District shall inform the Association about any grievance presented in writing to the District.

4.4 INITIATIONS AND PROCESSING:

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure by the grievant to process a grievance within the prescribed time limits shall constitute a waiver of further appeal and acceptance of the administrative decision made at the last level. A decision or appeal on a grievance shall be in writing and shall be rendered within the time limit set forth.

4.4.1 Level One – Employee’s Supervisor (Principal or Director of Special Services)

Any employee who has a grievance shall first meet with the employee’s supervisor in an attempt to resolve the matter. If the situation is not resolved, the employee may within five (5) school days, set forth his/her grievance in writing, to the supervisor specifying:

- a) The nature of the grievance and the date occurred;
- b) The specific provision of the agreement alleged to have been violated;
- c) The nature and extent of the injury, loss or inconvenience;
- d) The result of previous discussions;
- e) Her/his dissatisfaction with decisions previously rendered; and
- f) The remedy sought

The supervisor shall communicate her/his decision to the employee, in writing, within five (5) school days of receipt of the written grievance.

4.4.2 Level Two - Superintendent

The employee, no later than five (5) school days after receipt of the supervisor's decision, may appeal the supervisor's decision to the Superintendent of Schools. The appeal must be made, in writing, reciting the matter submitted to the supervisor, as specified in (a) through (f) above. The Superintendent shall meet with the employee to attempt to resolve the matter, as quickly as possible, but within a period not to exceed ten (10) days. The Superintendent shall communicate his/her decision, in writing, to the employee and the supervisor within five (5) days of their meeting with the employee. The Superintendent may select additional persons to assist in his/her function.

4.4.3 Level Three - School Board

If the grievance is not resolved to the grievant’s satisfaction, she/he, no later than ten (10) school days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted, in writing, through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board shall hold a hearing with the grievant within thirty (30) calendar days of the request and render a decision, in writing, within fifteen (15) days of the hearing.

4.4.4 Level Four - Arbitration

If the decision of the School Board does not resolve the grievance to the satisfaction of the employee grievant, and s/he wishes review by a third party, she/he shall so notify the Association within five (5) days of receipt of the School Board's decision. If the Association determines that the matter should be arbitrated further, it shall, in writing, so advise the Superintendent within ten (10) days of receipt of the School Board's decision.

4.5 SECURING PROCEDURE:

1. The parties agree to abide by the labor arbitration rules of the American Arbitration Association.
2. The arbitrator shall limit himself/herself to the issues submitted to her/him and shall consider nothing else. She/he can add nothing to, nor subtract anything from the agreement between the parties. The decision of the arbitrator shall be binding upon both parties subject to the provisions of RSA: 542 and rendered, in writing, upon the conclusion of his/her investigation in accordance with the American Arbitration Association's Labor Arbitration Rules and Mediation Procedures.
3. The fees and expenses of the arbitrator will be shared equally by the School Board and the Association.

ARTICLE FIVE DISCIPLINARY PROCEDURES

5.1 All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is taken. Employees shall abide by the Code of Conduct for New Hampshire Educators (ED 510.01-510.04).

5.2 All suspensions and discharges shall be in writing, with the reason stated, and a copy given to the employee at the time of suspension or discharge.

5.3 Disciplinary action shall normally follow this order:

- a) An oral warning
- b) A written warning
- c) Suspension without pay
- d) Discharge

5.4 An employee may be suspended or discharged for the following reasons:

- a) Misconduct during employment
- b) Incompetence or inefficiency
- c) Failure to perform assigned duties
- d) Disobedience to his/her superior
- e) Intoxication while on duty
- f) Conviction of a felony
- g) Failure to observe School District policies, procedures or NHDOE rules and regulations
- h) Incompatibility with other employees
- i) Unauthorized absence from duty

5.5 Subject to the language of this AGREEMENT, a suspension or discharge of an employee shall

rest with the Superintendent of Schools.

5.6 No employee shall be penalized, disciplined, suspended, reprimanded, adversely evaluated, reduced in rank or compensation, or deprived of any advancement without just cause.

5.7 All employees shall have the right to review their records upon twenty-four (24) hour notice to the SAU office.

5.8 No written material concerning an employee's conduct, service, character or personality while on the job shall be placed in the employee's personnel file unless the employee has had an opportunity to read and initial the actual copy to be filed with the understanding that such signature merely signifies that the material has been read and in no way indicates agreement. The employee may attach a refutation or clarification to the material.

ARTICLE SIX VACANCIES AND POSTINGS

6.1 The building administrator will post any openings for instructional assistants in a designated area in the teacher's lounge bulletin board.

A position shall be considered vacant when the School Board creates a new position or when an instructional assistant leaves his/her position and the superintendent elects to fill it. Any vacancies for the upcoming school year, determined after April 15th and prior to August 15, shall be sent to the CESPAs president's home for posting, distribution, and/or communication to the current CESPAs members.

6.2 The District shall assign employees keys appropriate for the employee's work role and safety considerations.

ARTICLE SEVEN COMPENSATION AND WORK SCHEDULES

7.1 WORK DAYS

7.1.1 Employees shall be contracted for 184 days per year, plus 9 holidays.

7.1.2 The work day for educational support personnel assigned to work with grades K-8 shall be 6.5 hours. The work day for educational support personnel assigned to work with preschool shall be 3.25 hours. Adjustments may be granted on a case-by-case basis, if both the Association and the District agree.

7.2 WAGE SCHEDULES & WORK DAY

7.2.1 Employees shall be paid according to the schedules in Appendix A according to certification and experience.

a. Employees shall be paid according to the Paraeducator I schedule if they are certified as a "Paraeducator I" by the New Hampshire Department of Education. Employees shall be paid according to the Paraeducator II schedule if they are certified as a "Paraeducator II" by the New Hampshire Department of Education. Paraeducator III employees are currently or

have previously been certified as a professional educator(teacher). Any new employees hired after July 1, 2017 as Paraeducator III must maintain the certification as professional educator in order to continue as a Paraeducator III.

b. Employees who are hired without certification shall obtain certification prior to the end of their probationary period. Such employees will be paid according to the Paraeducator I schedule until they obtain their certification.

7.2.2 "Step" refers to the employee's paraeducator-related work experience. An employee on Step 1 is obtaining his/her first year experience. Step 2 is obtaining his/her second year, etc.

7.2.3

a. **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 for a minimum of thirty (30) consecutive minutes. An employee shall be compensated at the rate of \$2.50 extra for each thirty (30) 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.

b. **Long Term Substitute Teaching** – The Board and Association recognize that there may be times when a paraeducator who holds a valid NH teaching credential may be asked to substitute for a long term teacher absence (more than 30 consecutive calendar days). On agreement, that the employee will be assigned as a teacher for 30 or more days, the District shall pay such employee an hourly rate equal to Step 1 on the Bachelor's Track of the current Chester Education Association (CEA) Teacher Salary Schedule.

7.2.4 **Extra Work Compensation** – Employees who are assigned to work additional days or contracted to work during the summer, shall be compensated based on their contractual hourly wage.

7.3 PLACEMENT OF NEW EMPLOYEES ON WAGE SCALES

7.3.1 The District shall place new employees on the wage scale according to education and experience. No newly hired employee shall be placed at a higher step than a current employee with similar education and experience. Prior to the employee's first day of work, the District shall inform the union president, in writing, of each new employee's step and prior work experience.

7.3.2 An employee working in the Chester School District for 93.5 days shall be given credit for a full year for the purposes of experience increases.

7.4 ANNUAL PAY SCHEDULE

7.4.1 The District shall abide by NH RSA 275:43-II. Pay periods will be bi-weekly.

7.4.2 The first pay period shall be *either the first or the second* Friday following Labor Day.

7.4.3 Employee pay shall be calculated on an hourly basis, upon submission of a bi-weekly time sheet.

7.5 IRS 125 PLAN

The District shall offer employees participation in the IRS 125 plan.

7.6 LETTERS OF AGREEMENT

The District shall issue letters of agreement to continuing employees by June 1.

7.7 DELAYED OPENING AND EARLY CLOSING - An employee may make up work time lost due to a delayed school opening and early school closing by participating in purposeful approved professional development activities. The employee must complete and submit the Professional Development Activity in the District's online PD software platform within five days of the delayed opening or early closing. Employees may also elect to not make up the time, in which case, they would not be paid for the duration of the closure.

7.8 SCHOOL CANCELLATIONS - When an in-building instructional day is canceled, Educational Support Personnel shall work according to the plan established with their supervisor.

ARTICLE EIGHT BENEFITS

8.1 HEALTH INSURANCE

- a. The District will contribute an amount equal to 80% of the cost of single coverage for the SchoolCare Orange plan for employees who enroll in medical insurance through the District.
- b. For those bargaining unit members contracted to work 32.5 hours or more per week who do not elect to enroll in one of the District's medical insurance plans, the Chester School District will offer an annual cash payment in lieu of that coverage to employees who demonstrate that they have medical insurance through another source. The "buyout" will be one thousand five hundred dollars (\$1,500.00) in FY24; two thousand dollars (\$2,000.00) in FY25; two thousand dollars (\$2,000.00) in FY26. The employee is then free to apply this sum to a Flexible Spending Account (FSA) conforming to IRS regulations, Life Insurance, Dental Insurance or any other purpose of their choosing. However, any penalty that is imposed on the School District because the employee receives an insurance subsidy (e.g. under the Patient Protection and Affordable Care Act) shall be subtracted from the payment and/or as a payroll deduction. Authorization for this deduction will be provided by the paraeducator as a condition of acceptance of the initial payment.

8.2 DENTAL INSURANCE – The District shall pay 100% of a single and 75% of a two-person or family plan in the District's Group Dental Plan. The maximum annual benefit for each participant is fifteen hundred dollars (\$1,500).

8.3 LIFE INSURANCE – The District shall provide 100% of the premiums for the District's group life insurance policy for each eligible member of the bargaining unit equal to the annual contracted amount for their primary role.

8.4 LONG TERM DISABILITY - The District will pay the premium for a long-term disability insurance plan with a 90-day waiting period that covers two-thirds of an employee's salary.

8.5 RETIREMENT CONTRIBUTION - The District shall contribute three hundred fifty dollars (\$350)

in FY 24; four hundred dollars (\$400) in FY 25; and four hundred fifty (\$450) in FY 26 into a 403b savings account for each eligible employee. Employees may make additional contributions up to the amount permitted by law.

ARTICLE NINE LEAVES

9.1 LEAVE TIME

Voluntary Leave will be granted at a rate of twelve (12) days per year and may accumulate up to a maximum of forty (40) days. The District shall grant voluntary leave in increments not smaller than one-half day.

Bargaining unit members who have accumulated the maximum number of absence days of forty (40) will be granted up to twelve (12) days at the beginning of each school year. Any such days remaining at the end of the school year beyond forty (40) will not be carried over to the subsequent year.

Approved Absence days from work shall be provided to members of the Bargaining Unit for two purposes:

Medical Absence Days

Absences for medical reasons or to care for a spouse/domestic partner, child/dependent or parent with an unplanned medical issue need to be reported in a timely manner through the procedures outlined in the Chester Academy Employee handbook. Planned absences for medical reasons shall be requested 48 hours in advance.

A note from a medical provider shall be required for Medical Absence Days for medical reasons for three (3) or more consecutive school days, or upon request of an administrator. The District shall inform the employee that they may be eligible for FMLA. (Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601–2654, 2006). Employees shall have the option to use their accrued absences for qualifying and approved consecutive FMLA leaves.

b. Personal Absence Days

Personal absences to deal with personal matters that cannot be scheduled during non-school hours must be reported in a timely manner through the procedures outlined in the Chester Academy Employee handbook. Planned personal absences must be requested 48 hours in advance and will not be granted on the day immediately prior to or immediately following a school holiday or vacation period. Personal Absence Days may be granted up to three (3) days maximum per school year.

9.1.2 End of Career Recognition

To qualify for the provisions of this section, an employee must have been employed in the Chester School District for fifteen (15) years and must have attained the age of fifty-five (55) years of age by June 30th of their final year of employment. In addition, the employee shall provide written notification to the Superintendent of their intended date of retirement no later than January 15th prior to said date. The notification requirement may be waived at the District's discretion.

In the event of the death of an employee who is qualified to receive End of Career Recognition (except for the written notification requirement), the benefit shall be paid to the employee's declared beneficiary. This provision is limited to up to three (3) employees, based upon district seniority, in any given year.

On the District's payroll following July 1st after the employee's retirement, the employee shall receive the lump sum payment in an amount equal to the product of accumulated personal absence days and shall be made to the employee based on the chart below.

Contract year	Value Per Day	Maximum Benefit
2023-2024	\$100	\$4,000
2024-2025	\$120	\$4,800
2025-2026	\$140	\$5,600

9.2 SICK LEAVE BANK

- a. The Board shall recognize a Sick Leave Bank. The purpose of the Sick Leave Bank is to provide a means of obtaining additional Sick Leave days to avoid loss of compensation due to a chronic illness or catastrophic injury of the employee (who must be a Sick Leave Bank member) that requires intermittent or continuous / extended absence from work. Catastrophic injury or chronic illness is defined as a life-threatening condition or combination of conditions affecting the mental or physical health of the employee, and includes, but is not limited to, the following: lengthy hospitalizations, necessary surgery requiring a lengthy recovery, an ongoing treatment regimen requiring frequent time off work, or complicated pregnancy requiring bed rest or hospitalization. The chronic illness or catastrophic injury must require the services of a health care provider. This benefit is available to eligible, voluntarily participating employees who have exhausted all or part of their accumulated Voluntary Leave as a result of a chronic illness or catastrophic injury, as described above.
- b. The Sick Leave Bank Committee shall be established to determine the granting of days from the bank. This committee shall have control over the distribution of sick leave days from the bank. The committee shall consist of: the President of the Chester Educational Support Personnel Association or his/her designee; an Association member of the bargaining unit; and the Superintendent of schools or his/her designee.
- c. The Sick Leave Bank Committee and the District Office shall keep a record of the current total number of days in the Sick Leave Bank.
- d. Upon receipt of written authorization therefore, signed by the employee, the District Office shall:
 1. Deduct one day from the employee's unused Voluntary Leave.
 2. Add this day to the Sick Leave Bank.

These written authorizations must be received by the District Office by September 15th for all contributing employees who are on a year-long contract. Authorization forms will be distributed with

contracts. Any employee who joins the District after September 1st, and who wishes to contribute to the Sick Leave Bank, shall have two weeks from the first day of employment to get their written authorization in to the District Office.

- e. The Sick Leave Bank shall become effective on September 15th for all contributing Chester Educational Support Personal Association member on a year-long contract, and upon receipt of their written authorization by the District Office for any contributing employee who joins the District after September 1st.
- f. In the event any contributing employee has used exhausted his/her accumulated Voluntary Leave due to a chronic illness or catastrophic injury, he/she shall apply to the Sick Leave Bank Committee for additional Voluntary Leave days to be drawn from the Sick Leave Bank.
- g. Eligibility for Sick Leave Bank usage shall be one or more of the following:
 - 1. Catastrophic accident by an employee requiring intermittent or continuous/extended absence from work;
 - 2. Chronic illness of the employee requiring intermittent or continuous / extended absence from work; and/or
 - 3. Extended absence due to hospitalization of the employee.
- h. Each grant of sick leave days shall be limited at the discretion of the Sick Leave Bank committee.
- i. The Sick Leave Bank Committee shall be responsible for the approval of employee applications for the Sick Leave Bank and shall notify the District Office of the approved days. The District shall then withdraw the approved days from the Sick Leave Bank.
- j. Any unused portion of the Sick Leave Bank, at the end of each school year, shall be returned to the individual contributing employee's accumulated Voluntary Leave. When the unused days number less than an equal number for each employee at the end of the year, such balance shall remain in the bank.
- k. When the days in the bank fall below 15 days, those participating employees with Voluntary Leave days available shall contribute an additional day to replenish the bank.

9.3 BEREAVEMENT LEAVE

9.3.1 The District shall provide employees up to five (5) days of paid Bereavement leave for the death of the following individuals: spouse, domestic partner, children/dependents, parents, in-laws, grandparents, siblings, stepfamily members, and family residing in the same household. In the event that an employee suffers the death of more than one listed individual in the same year, s/he may use up to five accrued personal absence days per death. These five (5) bereavement days shall not be deducted from any other leave awarded to employees.

9.3.2 A pregnant employee who suffers a pregnancy loss (including, but not limited to, chemical pregnancy, ectopic pregnancy, molar pregnancy, miscarriage, termination or medical reasons, stillbirth, and neonatal loss) shall be eligible for bereavement leave.

9.4 CHILD-REARING

A leave of absence of up to one work year (185 days) without pay or benefits shall be granted to a staff member for the purposes of child rearing. Staff members must have one (1) year of service to the Chester School District to be eligible to be granted a child-rearing leave of absence. The School Board may grant a continuance to this leave of absence to provide continuity of instruction. This continuance shall be concluded at the end of the marking period when the staff member is scheduled to return to work. The staff member shall notify the Superintendent at least thirty (30) days prior to the date, on which leave is to begin, except in cases of emergency.

Adoptive leave of absence, upon request, shall be granted for up to one work year (185 days) immediately following the adoption. The employee shall notify the Superintendent at least thirty (30) days prior to the date on which the child is physically turned over to the employee-parent, except in cases of emergency.

Failure to return from leave at its expiration will be considered as a resignation unless the Superintendent has extended such leave. Any change in the date of return shall require forty-five (45) calendar days' notice and the approval of the Superintendent. The Superintendent's decision shall be final.

The employee will supply a written clearance from their physician to return to work. This document will be supplied to the Superintendent before the employee is granted permission to return to work.

Upon return to duty, the employee shall be assigned to a position within the scope of his/her certification.

Should the employee decide to terminate employment at the end of the leave, the employee shall give the Board notice of such intent at least thirty (30) calendar days prior to the termination of the leave.

9.5 ASSOCIATION LEAVE

One day per year shall be granted to the employee elected by the CESPAs to attend the NEA-NH Delegates Assembly.

One additional day shall be granted to the association for association business.

9.6 COURT, OFFICIAL ACTIONS

An employee called for jury duty, or to appear as a subpoenaed witness before any county, state or federal court (does not include plaintiff action in civil matters); or to appear before the New Hampshire Board of Education or New Hampshire Labor Relations Board shall not lose compensation or be required to utilize any other type of leave for the performance of such obligations.

However, in the event the employee receives payment for jury duty or any other fee under this section, said employee shall turn said payment over to the District.

9.8 OTHER LEAVES:

Leaves with or without pay, for any other purpose other than defined in this Agreement, may be approved at the Superintendent's discretion. If the Superintendent denies such a request for leave, the employee may appeal the denial to the Board, which shall place the request on a future agenda for consideration. The Board's decision shall be final and binding.

9.9 Less than Full-time Employees – All leave days shall be prorated for those who work more than 50% FTE according to their assigned work percentage.

ARTICLE TEN HOLIDAYS

The District will grant nine (9) paid holidays over the course of the contracted year. Employees who work over 5 hours per day will be entitled to this benefit.

The holidays are as follows:

Labor Day	Christmas Day
Columbus Day, If not scheduled as a school day	New Year's Day
Veteran's Day	Martin Luther King, Jr. Birthday
Thanksgiving Day	Memorial Day
Day after Thanksgiving	

ARTICLE ELEVEN PROFESSIONAL DEVELOPMENT

11.1 PROFESSIONAL DAY

11.1.1 Employees shall be granted up to two (2) professional days during the work year, for the following purposes:

- a) Attendance at conferences, professional meetings or workshops;
- b) Visitations to other schools;
- c) Other approved reasons.

11.1.2 Employees shall request such leave, in writing, at least two (2) weeks in advance. All professional day requests shall be made to and approved by the employee's supervisor. When the District requires attendance at such PD, the employee shall be reimbursed for all fees and mileage at the current IRS rate regardless of the cost.

11.2 Reimbursements for Professional Development

The District agrees to reimburse each certified instructional assistant up to \$400.00 per contract year, for approved conference, workshop, course or meeting fees.

11.2.1 Employees may elect to be reimbursed by the district or request a purchase order for the professional day activity.

11.2.2 Course Reimbursement: In order to be reimbursed for a course, an employee must, within 30 days of completion of the course and receipt of a grade report, submit to the SAU Office proof of payment and a grade report showing a grade of B or better (or a passing grade, if the course is graded on a pass/fail basis). If course costs were paid using a purchase order, the employee must, within 30 days of completion of the course and receipt of a grade report, submit to the SAU Office a grade of B or better (or a passing grade, if the course is graded on a pass/fail basis). Failure to do so could result in the cost of the course being deducted from the employee's salary. Authorization for this deduction will be provided by the Paraeducator as a condition of Administration approval.

11.2.3 Conference, workshop or meeting reimbursement: In order to be reimbursed for a conference, workshop or meeting, an employee must, within 30 days of completion of the conference, workshop or meeting, submit to the SAU Office proof of payment and attendance. If

conference, workshop or meeting costs were paid using a purchase order, the employee must, within 30 days of completion of the conference, workshop or meeting, submit to the SAU Office proof of attendance. Failure to do so could result in the cost of the conference, workshop or meeting being deducted from the employee's salary. Authorization for this deduction will be provided by the Paraeducator as a condition of Administration approval.

11.3 Conferences/In-Service Day - When the Board requires the attendance of an employee at such a conference, workshop or meeting, the employee shall be reimbursed for all fees regardless of cost and for mileage at the IRS rate per mile.

11.4 Course Reimbursement - The Chester School District supports the career goals of Chester School District paraeducators who wish to become a teacher by earning a bachelor's degree (or higher), completing an approved teacher preparation program, and obtaining a New Hampshire teacher license.

Up to three (3) CESPAs Employees per year may be eligible for reimbursement for up to two (2) courses per year, not to exceed the in-state tuition cost of an equivalent course at University of New Hampshire.

All courses must have prior approval. Employees taking approved courses and progressing in an approved teacher education program may apply for approval, in writing, to the Superintendent, at least two weeks prior to the first day of class.

In order to be reimbursed, Employees must submit proof of payment and successful completion of the approved course (B grade or better) to the SAU Office within 30 days of completion of a course. The Employee must continue employment with the District for a period of not less than one year following course completion, except that Employees with ten years of experience are exempt from this requirement.

The Board agrees to provide a minimum of fifteen thousand dollars (\$15,000) per year in FY 2024-2026 to implement this benefit.

ARTICLE TWELVE DUES DEDUCTION

The Board agrees to deduct dues for the Association and its affiliates from the salaries for those employees who have requested and authorized such deductions on forms approved by the parties and transmit the monies at each payroll period to the designated treasurer of the Association.

The employee must submit to the Superintendent the payroll deduction form on or before November 1. Deductions shall be in equal amounts for all pay periods during the school year, beginning with the first pay period in September and ending with the last pay period in June.

The Association shall indemnify and save harmless the Chester School District against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the Board as a direct consequence of the Board's compliance with the above.

ARTICLE THIRTEEN PROBATIONARY PERIOD

New Hires shall have ninety (90) calendar day probationary period. Employees who are hired without certification shall be required to obtain certification prior to the end of their probationary period. On or before the end of the probationary period the Director of Special Services, supervisor, or her/his designee will recommend to the Superintendent, after a written evaluation, one of the following:

- a) Move the person to non-probationary status;
- b) Continue the probationary period for one additional thirty (30) day period and then perform a second evaluation; or,
- c) Service is ended with no right of appeal or grievance.

During the probationary period the employee does not qualify for any benefits and is not entitled to any seniority.

ARTICLE FOURTEEN EVALUATION

14.1 The District shall prepare and issue at least one evaluation report annually regarding the work performance of an employee. The report shall be based upon at least one classroom observation. If an employee is not assigned to a classroom, the observation will be made in an appropriate job related setting. The Administration shall have sole responsibility of evaluating the work of the employee. The Administration shall propose and issue the report(s). At least one report shall be issued on or before May 1.

14.2 The administration shall give a copy of an evaluation to the employee within two (2) weeks of a formal observation. The employee may attach a refutation or clarification to the evaluation.

ARTICLE FIFTEEN REDUCTION IN FORCE

Seniority, Reduction in Personnel, Lay-off and Recall

15.1 Seniority is the length of service within the District measured from the employee's date of hire. A probationary employee is considered to be without seniority until the end of the employee's probationary period.

15.2 Layoff shall be defined as a reduction in the work force occasioned by reasons other than voluntary termination or (disciplinary) discharge of employees. Circumstances at cause for a reduction in force shall be a cut in school funding by action of the legislative body causing the elimination of one or more positions, or the termination or change of a SPED IEP calling for the assignment of an employee.

15.3 The Board shall provide any employee to be laid off at least twenty-five (25) calendar days' notice of the layoff.

15.4 If a layoff is necessary the least senior employee (s) affected shall be laid-off...least senior

employees first. In cases where an employee has a specialized skill called for in an IEP, seniority will not be criterion.

15.5 The Board shall prepare, deliver and post in a conspicuous place to the employees, on a semi-annual basis, a seniority list for the bargaining unit. The Board shall also deliver a copy of the seniority list to the CESPAs President. Such notification shall be made during the months of September and March. The Association shall review the list and bring to the Board's attention any errors therein or omissions there from within thirty (30) days of its receipt.

15.6 An employee upon termination, resignation, or retirement shall lose seniority. Upon transfer to a non-bargaining unit position, an employee's seniority shall be suspended, subject to renewal when the employee returns to a position within the bargaining unit. This option will last for twelve (12) months.

15.7 Employees shall be eligible for recall for up to twelve (12) months. Employees shall be recalled in reverse order of layoff. No new employee shall be hired to a vacant position(s) unless laid off employees have been given the opportunity for recall. It is the responsibility of the employee to inform the District when she/he no longer wishes to be eligible for recall. It is the responsibility of the District to keep the employee informed of her/his current status.

15.8 Laid off employees shall be given priority consideration for substitute positions in their classification.

ARTICLE SIXTEEN ZIPPER CLAUSE

The Board and the Association agree that this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiated issues, which were or could have been the subject of bargaining. No further negotiations will be conducted on any items whether contained herein or not during the life of this agreement. This Agreement may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a written and signed amendment to this agreement.

SAVINGS CLAUSE

If any provision of this agreement or any application of this agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If any provision is found to be contrary to law, the parties shall meet within thirty (30) school days of such legal determination for the purpose of adjusting the article affected so that it will be in accordance with the law.

ARTICLE SEVENTEEN DURATION OF CONTRACT

This Agreement shall be effective July 1, 2023 and shall continue in full force and effect through June 30, 2026.

The District shall be responsible for filing a copy of this agreement with the Public Employee Labor Relations Board (PELRB) within fourteen (14) days of its execution (PUB 207.02_b)

Signed the 15 day of March 2022.

For The Chester School Board:

By: Raymond M. Richardson
By: [Signature]
By: [Signature]
By: [Signature]
By: _____

For the Association:

By: Cindy McLaughlin
By: _____
By: _____
By: _____

APPENDIX A CESPA WAGE SCHEDULES

2023-2024

Step	Para I	Para II	Para III
1	14.25	15.50	16.75
2	14.95	16.25	17.50
3	15.65	17.00	18.25
4	16.35	17.75	19.00
5	17.05	18.50	19.75
6	17.75	19.25	20.50
7	18.45	20.00	21.25

2024-2025

Step	Para I	Para II	Para III
1	15.25	16.59	17.92
2	16.00	17.39	18.73
3	16.75	18.19	19.53
4	17.49	18.99	20.33
5	18.24	19.80	21.13
6	18.99	20.60	21.94
7	19.74	21.40	22.74

2025-2026

Step	Para I	Para II	Para III
1	16.16	17.58	19.00
2	16.96	18.43	19.85
3	17.75	19.28	20.70
4	18.54	20.13	21.55
5	19.34	20.98	22.40
6	20.13	21.83	23.25
7	20.93	22.68	24.10