

AGREEMENT

Between the
Londonderry School Board
and the
Allied Health Professionals

2009-2012

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Article 1 -Recognition

A. Under the Public Employees Labor Relation Board Licensure Order of December 15, 1998 and in accordance with RSA. 273:A as amended, the Londonderry School Board, hereafter referred to as the Board, hereby recognizes the Londonderry Association of Allied Health Professionals/LEA, hereafter referred to as the Allied Health Professionals or AHP, as the exclusive representatives for the purposes of collective negotiation for all Occupational Therapists, Physical Therapists, Speech Language Pathologists, Certified Occupational Therapy Assistants, and Speech Language Assistants, and Nurses.

B. Unless otherwise indicated, the term "AHP" when used hereinafter in the agreement shall refer to all Occupational Therapists, Physical Therapists, Speech Language Pathologists, Certified Occupational Therapy Assistants, and Speech and language Assistants, and Nurses. Any reference to female AHP shall include male AHP.

C. This recognition shall not preclude the Board from communicating with, consulting, or dealing with any individual AHP or groups of AHP's for any purpose the Board shall deem desirable in the discharge of its responsibilities.

D. The term "AHP Representative", as used in the Agreement means the Association Representative, or if unable to perform as such, her/his AHP designee. However, she/he shall be a part of the unit defined in Article 1, section A.

E. Whenever the singular is used in the agreement it is to include the plural.

F. A probationary AHP shall be defined as an AHP during her/his first 187 workdays with the District. During the period of probation, the employee shall be entitled to all employee benefits of non-probationary employees except that the employer shall be entitled to terminate the employee's employment without reasons and without prejudice to the employee's position or elect not to continue the employee's employment during or after the probationary period and the action by the employer will not be subject to the grievance procedure of the collective bargaining agreement.

Article 2 -Negotiation Procedure

Negotiations for a successor agreement shall be conducted in accordance with the provisions of RSA 273

A. Either party may serve notice on the other to commence negotiations at any time prior to the termination of an existing collective bargaining agreement.

Article 3 –AHP Evaluation

A. Each Allied Health Professional shall be entitled to knowledge of and access to her/his file of evaluative material after notice has been given to the District Office. Access to their file shall occur within a 24-hour period, excepting weekends and

holidays. No evaluation, which the Allied Health Professional has not been given access to, shall be utilized against the Allied Health Professional and she/he shall have the right to review and reproduce these. In the event that an Allied Health Professional refuses to sign material as called for in the sections of this Article, an Allied Health Professional representative will be called and will sign in the Allied Health Professional's place in order to provide verification that a genuine attempt was made to give the AHP an opportunity to read it. There will be only one master file, but a file may be kept by the building prior to transfer to the master file, provided that material not transferred to the master file within two school quarters shall not be utilized against the AHP.

B. The AHP shall have the right to answer any material filed within thirty (30) school days of knowledge of its existence, and her/his answer shall be reviewed by the Superintendent; and the answer shall be attached to the file.

C. No evaluation derogatory to an AHP's conduct, service, character, or personality shall be placed in the files unless the AHP has had an opportunity to read the material.

D. Any complaint regarding an AHP made to any member of the administration by a parent, student or other person, which may be used in any manner in evaluating an AHP, shall be promptly investigated. The AHP shall be given an opportunity to respond in order that she/he may rebut the complaint. If the complaint is determined to be unsubstantiated, all references to the complaint shall be removed from the AHP's file. The AHP shall acknowledge that she/he had the opportunity to review such complaint by attaching her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents, thereof. The AHP shall also have the right to such material, and her answer shall be reviewed by the Superintendent or his/her designee and attached to all copies.

Article 4 -Fair Treatment

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

Article 5 -Grievance Procedure

A. Definition

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

B. Procedure

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

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

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

C. Informal Level

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

D. Principal Level

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

1. The nature of the grievance and date occurred.
2. The nature and extent of the violation, misinterpretation or inequitable application.
3. The results of previous discussions.

4. Her dissatisfaction with decisions previously rendered.
5. The remedy sought.

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

E. Superintendent Level

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

F. School Board Level

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

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

G. Binding Arbitration

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

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

1. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract from the agreement between the parties, nor modify any of its terms. The decision of the arbitrator shall be binding. Notwithstanding anything to the contrary, neither dispute nor controversy shall be subject to arbitration unless it involves an alleged, specific and direct violation of a specific provision of the Agreement.

H. Right of Representation

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

I. Costs

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

J. Freedom from Restraint

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

Article 6 -Sick Leave

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

B. AHP's will receive notification of their accumulated sick leave.

C. Extended Sick Leave Bank

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

1. Once established, the bank shall not be increased during the school year. Exhaustion of the bank shall be a bar to the provision of further benefits during that year.

2. Unused sick leave days in the bank at the close of the school year shall carry over into subsequent years up to a unit of two times the number of staff, but will not revert to the membership of the bank. The Association will provide the Superintendent with a report by August 15th.
 3. A member of the bank shall be eligible for benefits from the bank only after her/his accumulated entitlement, as specified in Paragraph "B" of this article is exhausted.
 4. A committee of members of the bank, to include the Director of Human Resources (with no veto vote) shall be established by the members of the bank to receive requests for benefits and to grant the same within the limitations of this paragraph. Whenever such benefits are granted, the committee shall immediately inform the superintendent's office so that a proper accounting may be made.
 5. A member who is eligible for sick leave benefits may apply for such after an incapacitating illness or disability of twenty (20) working days. Such application shall be accompanied by written evidence of disability from a licensed physician and a copy of which will be made available to the Board.
 6. Upon similar application, such member may be granted further benefits from the pool of available days in the bank as may be determined by the committee.
 7. The committee may establish guidelines for the allocation of funds from the bank provided such guidelines are consistent with the provisions of this section and the Family Medical Leave Act (FMLA).
 8. Notwithstanding any other provisions of this Agreement to the contrary, controversies arising out of the application of this bank shall not be subject to the grievance procedure in Article 5.
- D. An employee who is absent due to a work connected injury (Worker's Compensation) shall receive the net difference between Worker's Compensation payments and her full pay at her applicable salary rate, until such employee has used all of her personally accumulated or extended sick leave. Thereafter she shall continue to receive only those monies paid to her/his under the provisions of the Worker's Compensation Law of the State of New Hampshire. Amounts paid by the Board under the provisions of this Section shall be subject to usual and customary payroll deductions (taxes, etc.) In no event shall AHP's receive monies in excess of the regular net earnings to which she was entitled prior to any such Worker's Compensation claim.
- E. AHP's retiring from the Londonderry School District with fifteen (15) years of service with the Londonderry School District and being at least age fifty five (55) or with twenty five (25) years of service with the Londonderry School District and being at least age fifty (50) within that calendar year, shall receive a retirement payment equal to 50% of their current per diem for up to 110 days of unused sick leave. This payment will be made after receipt of their approved retirement from the State of New Hampshire Retirement System. Retiring AHPs shall be eligible to participate in all health, dental, and life insurance programs at appropriate eligibility levels (individual, 2-person, family, etc.) at their expense, provided that they meet the conditions mentioned earlier in this paragraph.
- F. AHP shall receive a \$200 payment at the end of each one-half (1/2) year period during which they do not utilize any sick leave and one (1) additional payment of \$200 for non-

utilization of sick leave throughout a full year; the intent to be a total of three (3) payments of \$200 for non-use of sick leave for the full year. The payment will be made within four weeks after the end of each one-half (1/2) year period. Donation of one sick day to the Sick Leave Bank does not count as utilization of sick leave for the purpose of this paragraph.

G. Notwithstanding any provision of this Agreement, and in accordance with RSA 100-A:16, III-a, the District's responsibility for the redemption of sick leave paid at the time of retirement in any year shall be limited to an amount such that all wages and the redemption of sick leave (average final compensation) shall not exceed 1.25 times the base salary of the employee. In the case of employees that have accumulated wages and sick leave time that would increase the average final compensation in excess of 1.25 times base salary, it is the responsibility of such employee to give adequate prior notice of retirement so that the District may redeem the unused leave time in the year(s) prior to actual retirement. Notice shall include a letter of intent to retire, including an effective date of retirement. The District shall assist employees in ascertaining whether or not their anticipated average final compensation in any year will exceed 1.25 times their base salary.

For employees who have received redemption payment(s) for sick leave in any year proceeding retirement, their maximum sick leave accumulations shall be reduced in proportion to the sick leave time redeemed by the District. If adequate notice is provided and the average final compensation exceeds 125% of the base salary, the District shall have sole discretion as to how much sick leave time will be redeemed in any year prior to retirement (so long as no unused sick leave time is forfeited by the employee). In the case of extenuating circumstances (and under circumstances where the initial notice of retirement was given in good faith), an employee may extend the date of retirement in one-year increments.

It is the intent of this Article to maximize the employee's retirement benefit while preventing the District from being assessed a "spiking charge" pursuant to RSA 100-A:16, III-a, (b). Thus, and in the event that there is a failure to give adequate notice of retirement so that the District cannot balance the redemption of sick leave time so as to avoid the spiking charge, the District may redeem the sick leave after the date of actual retirement in a manner that does not trigger such a "spiking charge." This provision shall become null and void in the event that the Legislature amends RSA 100-A:16, III-a, thereby eliminating the "spiking charge."

The term "spiking charge" as referred to herein is that charge imposed upon the District to make a one time payment to the N.H. Retirement System pursuant to RSA 100-A:16, III-a, (b), resulting from the payment of wages or other benefits that raise the employee's average final compensation above 1.25 times their base salary.

Article 7 -Personal Leave

A. Under no circumstances should any employee be absent from school without the advance knowledge of the building principal and/or Superintendents office.

B.

1. An allowance of up to three (3) personal days may be permitted for personal use of which one personal request requires a reason will be written for such matters as home emergencies, religious holidays, court appearances or other pressing business that cannot be conducted outside of the school day. Two personal days will be with no reason given and the third day will be a personal day of which a reason will be given and must give a (72) hour advance notice in writing must be given to the Principal or Superintendent for the use of all personal days unless it is an emergency situation. All 3 personal days must comply with reason stated above.
2. Personal leave will not be taken on the day before or the day after a school vacation or holiday.
3. Emergency exceptions to section B.2 above may be requested by submitting in writing a detailed explanation of the request to the Superintendent.
4. District will pay each AHP \$50 for each unused full personal day. AHP's will be able to accumulate each unused full personal day for the sole purpose of the buying back of these days upon retirement as outlined in Article 7 E. at a payment equal to 50% of their per diem in the year of their retirement.

C. All AHP's of the School District shall be allowed five (5) consecutive work days leave per year/per circumstance with pay (not accumulated and not deducted from sick leave) in the event of death involving a member of the immediate family or the death of a domestic partner. Immediate family is defined to include spouse, children, stepchild, parents, stepparents, sister, brother, grandchild or blood relative or wards residing in the same household. Domestic partner is defined as an individual with whom a teacher maintains a significant familial relationship lasting at least two (2) years in duration, under circumstances where the individuals involved share a single dwelling unit. The Superintendent may use his discretion in extending this leave for more than five (5) days with pay.

A three (3) day leave shall be allowed in the event of the death of a parent-in-law, grandparent or stepsibling, daughter-in-law, and son-in-law. The Superintendent may use his discretion in extending this leave for more than three (3) days with pay.

A one (1) day leave shall be allowed for the death of a brother-in-law, sister-in-law, grandparent-in-law, aunt or uncle.

D. If an AHP is called as a juror he will be paid the difference between the fee received for such service and her regular pay for the workday. Evidence of fee received must be submitted to payroll.

Article 8 -Extended Leaves

A. Military Leave

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

B. Parenting Leave

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

1. Extended Maternity Leave

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

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

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

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

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

2. Adoption Leave

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

3. Paternity Leave

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

4. Restoration of Benefits

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

C. Other Leaves and Additions to Leaves

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

Article 9 -Sabbatical Leave

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

Article 10- AHP Work Year

The recommended calendar shall provide for a AHP work year of one hundred and eighty seven (187) days for the term of this agreement, to start no earlier than two (2) weeks before Labor Day, and end no later than June 30

With mutual agreement of the Superintendent, School Board and LEA, the school day may be lengthened by a maximum of two (2) hours to ensure meeting minimum State standards resulting from school closures caused by inclement weather or other natural disaster.

Article 11 -Dues Deduction

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

B. All monies collected from Association dues will be transmitted to the Association within a reasonable period of time after these monies have been deducted from the members' wages.

Article 12 -Professional Improvement

A. The Board will subsidize the cost of educational courses for AHP's in accordance with provisions of this Agreement.

B. When an AHP qualifies in accordance with this Article, the Board will reimburse said AHP up to a maximum of \$2,000 for ASHA certification, NBCOT certification, registration fees, tuition, and the cost of required textbooks and materials for workshops, conferences, and college or university conferences or programs (hereinafter referred to collectively as "coursework"). This amount may be increased to \$2,750 for graduate level (must be enrolled in a degreed Masters or Doctoral program or have already received a Masters Degree) coursework that is relevant to the current or anticipated assignment. In order to be eligible for the relevant reimbursement, the following conditions must be satisfied:

1. The coursework must be approved in advance by the Superintendent or his/her designee;
2. The coursework must be satisfactorily completed in accordance with Paragraph C below;
3. Ten (10) percent of the value of the coursework may be reimbursed for expenses provided that the total amount paid does not exceed the relevant maximum to be given in any year.

C. AHP's will be reimbursed for coursework in accordance with the following:

1. Londonderry School District shall reimburse AHP's for coursework up to one hundred percent (100%) of the maximum rate set forth in paragraph B above, for a grade of "C" or better, or a "Pass" in a pass/fail system, and there shall be no reimbursement for a grade below a "C" or for a grade of "Fail". Notwithstanding, a teacher may request that they receive fifty percent (50%) of the cost of the tuition, in advance, with the remaining fifty percent (50%) paid upon completion. Under circumstances where it would create a financial hardship for the AHP to provide fifty percent (50%) of the tuition in advance, the Superintendent shall have the authority to provide advance funding up to one hundred percent (100%) if the Superintendent deems to do so is in the best interests of the School District. The Superintendent's determination as to whether or not to provide 100% advance funding shall not be grievable. If the AHP receives less than a "C" grade or a "Fail" grade on a pass/fail grading system, the teacher shall be responsible to reimburse the District for any amounts advanced. The AHP, in accepting advance payments, authorizes the District to automatically deduct from their remaining paychecks within the current fiscal year, in equal amounts, the money so advanced if the applicable grade(s) are not received. The advance payment request shall be made 3 weeks prior to the date tuition is due.
2. Reimbursement shall be 100%, at the maximum rate, for a grade of "c" or better, or a "pass" in a pass-fail system, and there shall be no reimbursement for a grade below a "c" or for a grade of "fail".

D. All college or university courses approved in advance by the Superintendent and completed satisfactorily as specified above, whether reimbursed or not shall be applicable to placement of the AHP on the salary schedule.

E. AHP's participating in District workshops beyond the contractual year will receive pay according to the following schedule:

Training days: \$100 per day

Curriculum work, program development or projects approved/directed through administration: \$150 per day

Evaluations/screening (summer testing/K screenings) outside of the regular contract will be compensated at \$50 per hour

Article 13 -Insurance Protection

A. The Board agrees to pay 80 percent of the cost based on the POS open access plan of single, two-person, or family health coverage for the employee. The Board specifically reserves the right to select the carrier or provider of this insurance coverage so long as the benefits are substantially equal to those provided by the School Care Plan.

B. The School Board agrees to provide the full time AHP who is married to another Londonderry School District employee who is eligible for 100% health insurance coverage in his or her position at his or her appropriate level. All other persons shall be governed by the

regular insurance coverage. The benefit provided herein shall only continue to be available as long as said couple are both employed by the District as full time employees/teachers and are married to each other.

C. The District will pay to any employee who elects not to be covered by the health insurance described herein and are employed by the District by October 1 of said school year (pro-rated for AHP's employed after October 1) ,a lump sum payment of \$500 to be payable at or before the end of the school year.

Married employees receiving increased Board contribution to health insurance are ineligible to receive this \$500 lump sum payment. Those employees currently receiving the lump sum payment are grandfathered throughout the term of this agreement.

D. The District will provide Life insurance for those who qualify for it with premiums paid by the Board. Coverage shall be in the amount of Step 1 on the bachelors scale on the Allied Health salary schedule. The Board reserves the right to select the insurance carrier.

E. The Board shall pay 100% of the cost of flu shots for an AHP who requests flu shots (subject to availability of the flu vaccine). The Board shall arrange for the shots to be administered and may make direct payment to the physician engaged by the Board.

F. All group insurance may be continued at the Allied Health Professionals' expense during her extended leave of absence. Collection of premiums shall be on a current basis or group insurance may be terminated.

G. The District shall pay 100% of the one-person premium or 75% of the 2-person or family premium for Delta Dental Plan XII, (coverage A – 100, B – 80%, and C- 50%) with no deductible, \$2,000 contract year maximum per person.

H. Any AHP working part-time shall have insurance benefits pro-rated.

I. The School District will provide reimbursement of up to \$100 per AHP, per year, for eyeglasses for contact lenses. Payment will be made to the AHP after crediting any payment by his/her health insurance carrier.

J. Long Term Disability:

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

Article 14 –Salaries

- A. The salary scale of all AHP'S covered by this agreement is set forth in Appendix A and Appendix B, attached hereto and made a part thereof. An Occupational Therapist or Speech Language Therapist who is asked to supervise the work of a COTA or Speech Language Assistant shall receive a \$500 stipend per year. Any AHP who holds a Ph.D., Ed.D., Psy., Sc.D., D.PT. will receive an additional \$2000 per year.
- B. AHP's who have completed at least one hundred (100) school days of service within the District during the school year and whose performance is satisfactory as determined by the Superintendent of Schools should be advanced one step on the appropriate salary schedule, or receive the negotiated increase if grand-fathered off schedule.
- C. All AHP's hired to the District under this Agreement shall be placed on the salary schedule according to their years of experience.
- D. Each employee shall have the option of choosing a payment plan of twenty-two (22) equal BI-weekly payments or twenty-six (26) equal BI-weekly payments commencing the first pay period in September, with all remaining compensation paid on the last AHP work day provided that all responsibilities of the AHP to the School District have been fulfilled.
- E. Salary track changes will be made effective twice a year, the beginning of the AHP's school year and February 1st. AHP's will request a change and submit verification at least ten (10) calendar days prior to the effective date of the change.
- F. AHPs will receive their individual contract by April 1st and the signed contract must be returned by May 1st or it will be deemed a resignation. If an AHP has returned a signed contract by the aforementioned date (May 1st) and elects to resign their position no later than the close of business on June 1st the resignation will be accepted without penalty. The School District may accept an AHP's resignation after June 15th, if the School Board receives a 45-day advanced notice of intent to accept a non-AHP position and a replacement has been secured or if reasons stated are family health or relocation. A \$500 yearly stipend will be given to the AHP for holding a Sensory Integration certification from Sensory Integration International or WPS (Southern California University).
- G. All employees are strongly encouraged to have their salary/wages paid by means of direct (electronic) deposit. All employees shall provide the District with the appropriate bank routing information as soon as practicable and, in any event, no later than two weeks prior the first applicable pay period of the school year.
- H. S/L, OT & PTs who are off the salary schedule shall receive the amount of salary they received in the prior school year plus a Cost of Living increase of 3.0% in 2009/2010, 3.25% in 2010/2011, and 3.5% in 2011/2012. These Cost of Living increase shall be considered separate from the District's pay plan.
- I. Employees on the Alternative AH track who were on the top step during the prior school year shall receive a 3.0 % cost of living increase in each year of this contract. These Cost of Living increase shall be considered separate from the District's pay plan.

J.S/L, OT & PTs who are off the schedule may make track movement as follows.

B – B+15	4.0%
B+15- B+30	3.0%
B+30-M	5.0%
M-M+15	4.0%
M+15-M+30	3.0%

K. AHP's who are on the salary scale may make movements as follows:

B – B+15	4.0%
B+15- B+30	3.0%
B+30-M	5.0%
M-M+15	4.0%
M+15-M+30	3.0%

AHP's on the salary scale (but not on the last Bachelors step) who move across to another track will earn the percentage indicated above and will realize a 3% increase annually while in that track.

(If the AHP moves across a salary track in September, that AHP will earn the percentage indicated above and will continue to earn 3% annually, including the year that said AHP moves over a track).

AHP's on the last Bachelors step will realize a 3% increase annually after moving over a salary track (not including the first year of their move to a new track).

Article 15 -Time Requirements/Hours and Load

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

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

Article 16 -Rights of the Parties

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

The parties understand that the Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in him, and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either.

B. Neither the Board nor the Association will engage in reprisals of any kind against any AHP by reason of her membership or lack of membership in the Association or participation in or refusal to participate in its lawful activities.

C. The Board will, upon request, make known to the Association when and where information is available, such information as the Board is required to release to the general public.

D. Notice of Vacancies

1. Within ten (10) school days of vacancies becoming available, notices of vacancies will be posted on an official bulletin board in each faculty room of each school and sent to the Association.
2. Such notices shall contain date of posting, a description of the position (whether elementary or secondary) name and location of school, requirements of the position, the day when applications are closed, and the name of the person to whom the application is to be returned” and shall be posted for five working (5) days.
3. AHP's who desire a change in assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent within ten (10) days after receipt of valid signed new individual contract. Such statement shall include the school or schools to which she desires to be transferred, in order of preference.
4. When a vacancy occurs as a result of a AHP being involuntarily transferred, leaving, or the creation of a new position, the District shall “professionally” review transfer requests from members of the Association provided under paragraph D 3 above, before acting on applicants from outside the Association. If a member of the Association is to be interviewed, they will be interviewed at the same time as other applicants.

E. Involuntary Transfer

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

4. An AHP may resign by giving notice to the Superintendent within fifteen (15) days of receipt of notice of the involuntary transfer.
- F. The Executive Committee of the Association will have the right to place notices, circulars, and other materials in AHPs' mailboxes.
- G. No AHP shall be disciplined unless for just cause.
- H. Members of the AHP bargaining unit may participate in leaves granted for the purpose of representing the Association at the New Hampshire Education Association Delegate Assembly. Up to two people from the AHP unit shall be entitled to participate so long as the maximum number of all persons attending does not exceed the maximum allowed under the LEA collective bargaining agreement.

Article 17 -Reduction in Force

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

A. The Superintendent will notify a representative of the LAAHP when a reduction in force is about to take place.

B. If the School Board, at its sole discretion, decides that a reduction in force is required, the School Board will request written documentation regarding said reduction in force for consideration, from the LAAHP for alternative methods of reducing said workforce.

C. The Superintendent will use the following procedure in determining the personnel involved in the reduction in force:

1. The reduction in force will be determined within these classifications:
 - a. OT
 - b. PT
 - c. SLP
 - d. SLA
 - e. COTA
 - f. Nurses
2. Reductions within the affected classification will first be made in the following manner.
 - a. Retirement
 - b. Resignation
 - c. Non-renewal of contract for probationary employees.

3. If further reductions are necessary, the following criteria shall be considered:
 - a. The School Board will reduce staff in order of lowest seniority within the classification. Seniority is defined as the length of continuous service within the bargaining unit classification in Londonderry. Approved unpaid leaves shall not result in loss of previously earned seniority.
 - b. The Board shall consider the needs of the students taking into consideration specific IEP's which may require the retention of an AHP with specific skills to meet the needs of the student's program.
4. Members shall be recalled in reverse order of layoff for any open position within the classification in which the layoff occurred.
 - a. Laid off members shall be eligible for recall for an eighteen- (18) month period following their final date of employment.
 - b. Members shall be responsible for notifying the Superintendent in writing of their current address. Recall notices shall be mailed certified, return receipt requested.
 - c. Members shall have seven (7) calendar days to respond to any recall notice. Failure to accept recall shall terminate the member's rights under this article.
 - d. Any member recalled shall retain previously accrued benefits such as seniority and sick leave.

Article 18 -Miscellaneous Provisions

- A. Mileage Allowance -AHP's whose use their own automobiles as so approved, including AHP's who are assigned to more than one (1) school per day, will be reimbursed at the amount allowed by the IRS for such required use. The Superintendent shall compute the distance between schools. The Board shall provide automobile liability and collision insurance protection for AHP's when their personal automobiles are used to carry students on field trips. Reimbursement shall be made monthly on receipt by the business office of an expense voucher submitted by the Allied Health Professional.
- B. Each presently employed member of the bargaining unit who is to be rehired will receive an individual employment contract, which shall provide notice of the job assignment including worksite. Said individual contract shall be delivered to the employee at school, no later than ten (10) days before the last day of student attendance of the current school year. In the event that changes in such assignment are made, the AHP affected shall be notified promptly and will have the right to a conference with the administrator in charge of scheduling assignments.
- C. While corporal punishment (defined in Board Policy JGA) is not permitted, an AHP may, when necessity arises, use such force as is necessary to restrain a student from mounting an attack or inflicting physical abuse and injury on the AHP or other person(s). The force used shall be such as to be clearly restraint, and not punishment, and shall be the minimum necessary to protect the intended, or innocent, victims from harm.

- D. Time lost by an AHP in connection with an incident covered by this Article shall not be charged against the AHP, nor shall the AHP suffer any loss in compensation or other benefits because of any such lost time
- E. If any provisions of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of their Agreement will continue in full force and effect.
- F. Neither the Association nor any AHP shall during the term of their Agreement engage in or condone any strike, slow-down, work stoppage, or any other concerted refusal to perform any assignment on the part of any employee(s) represented hereunder, nor shall the Board sponsor any lockout.
- G. The cost of reproducing copies of the Agreement in booklet form shall be shared equally by the parties, using a publisher chosen mutually. The specifications will include a completion date allowing the copies to be distributed on or before the first work day of the school year.
- H. It is understood that both parties have had an opportunity to make proposals on all negotiable issues during negotiations, and that the written agreement reached as a result represents the total of all understandings between the parties, for the contract term; unless the parties mutually agree to modify the Agreement, by an instrument in writing, duly executed by both parties.

Article 19-Duration of Agreement

The agreement shall commence on the 1st day of July, 2009 and shall continue until June 30, 2012. Implementation of any financial aspects of the Agreement are conditioned upon sufficient funds being appropriated to cover the costs anticipated.

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

LEA/LAAHP

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

LONDONDERRY SCHOOL BOARD

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

Appendix A Salary Schedule:

FY 09-10(Nurses, SP Assist, COTA, and other under Masters degree)

New Masters Step	STEP	Alternative AH Track	BA	M
1	0	27,950	30,895	36,182
2	1	28,784	31,817	37,387
3	2	29,640	32,762	38,508
4	3	30,528	33,746	39,664
5	4	31,437	34,760	40,856
6	5	32,388	35,800	42,080
7	6	33,359	36,875	43,343
8	7	34,360	37,983	44,642
9	8	35,388	39,120	45,982
10	9	36,451	40,295	47,361
11	10	37,546	41,502	48,782
12	11	38,672	42,750	50,245
13	12	39,831	44,030	51,753
14	13	41,027	45,352	53,306
15	14	42,258	46,712	54,905

3% added to Alt Track after completing 1 yr on step 14

When staff complete moving to the right they will get 4% from B or M to B or M +15, and 3% from B+15 or M+15 to B+30 or M +30

FY10-11(Nurses, SP Assist, COTA, and other under Masters degree)

New Masters Step	STEP	Alternative AH Track	BA	M
1	0	27,950	30,895	36,277
2	1	28,784	31,817	37,365
3	2	29,640	32,762	38,486
4	3	30,528	33,746	39,641
5	4	31,437	34,760	40,830
6	5	32,388	35,800	42,055
7	6	33,359	36,875	43,317
8	7	34,360	37,983	44,616
9	8	35,388	39,120	45,955
10	9	36,451	40,295	47,479
11	10	37,546	41,502	48,904
12	11	38,672	42,750	50,371
13	12	39,831	44,030	51,882
14	13	41,027	45,352	53,438
15	14	42,258	46,712	55,041

Appendix A Salary Schedule: con't

FY11-12(Nurses, SP Assist, COTA, and other under Masters degree)

New Masters Step	<u>STEP</u>	<u>Alternative AH Track</u>	<u>BA</u>	<u>M</u>
1	0	27,950	30,895	36,459
2	1	28,784	31,817	37,553
3	2	29,640	32,762	38,679
4	3	30,528	33,746	39,840
5	4	31,437	34,760	41,035
6	5	32,388	35,800	42,266
7	6	33,359	36,875	43,534
8	7	34,360	37,983	44,840
9	8	35,388	39,120	46,185
10	9	36,451	40,295	47,571
11	10	37,546	41,502	49,148
12	11	38,672	42,750	50,622
13	12	39,831	44,030	52,141
14	13	41,027	45,352	53,705
15	14	42,258	46,712	55,316

FY09-10		
(S/L, OT & PT)		
<u>OLD STEP</u>	<u>NEW STEP</u>	<u>M</u>
4	1	39,664
5	2	40,856
6	3	42,080
7	4	43,343
8	5	44,642
9	6	45,982
10	7	47,361
11	8	48,782
12	9	50,245
13	10	51,753
14	11	53,306
	12	54,905
	13	56,552
	14	58,248

FY 10-11		
(S/L, OT & PT)		
<u>OLD STEP</u>	<u>NEW STEP</u>	<u>M</u>
4	1	39,763
5	2	40,956
6	3	42,185
7	4	43,450
8	5	44,754
9	6	46,096
10	7	47,479
11	8	48,904
12	9	50,371
13	10	51,882
14	11	53,438
	12	55,042
	13	56,693
	14	58,394

FY 11-12		
(S/L, OT & PT)		
<u>OLD STEP</u>	<u>NEW STEP</u>	<u>M</u>
4	1	39,962
5	2	41,161
6	3	42,395
7	4	43,667
8	5	44,977
9	6	46,327
10	7	47,716
11	8	49,148
12	9	50,622
13	10	52,141
14	11	53,705
	12	55,316
	13	56,976
	14	58,685

When staff complete moving to the right they will get 4% from B or M to B or M +15, and 3% from B+15 or M+15 to B+30 or M +30

S/L, OT & PTs who are off-scale will receive cost of living increase of FY10 = 3%, FY11 = 3.35%, FY12 =3.5%

