NEGOTIATED AGREEMENT

Between

The Mascoma Valley Regional Support Staff
MVREA/NEA-New Hampshire

And

The Mascoma Valley Regional School Board

Effective Dates

July 1, 2013 to June 30, 2016

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Article 1: Recognition

1.01 The Mascoma Valley Regional School Board recognizes the Mascoma Valley Regional Support Staff/MVREA/NEA-New Hampshire for the purpose of collective negotiations according to RSA 273-A as the exclusive representative of the support staff of the Mascoma Valley Regional School District, certified by the New Hampshire Public Employee Labor Relations Board. The units of the Support Staff shall include Custodians, Library Aides, Para-educators and Secretaries.

Definitions:

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

1. The term "District" means the Mascoma Valley Regional School District.
2. The term "school" means any work location.
3. The term "support staff member" means an individual included in the bargaining unit.
4. The terms "Board" and "employer" mean the School Board or any of its agents.
5. The term "Association" means the Mascoma Valley Regional Support Staff/MVREA/NEA-New Hampshire.
6. Whenever the singular is used in this agreement it is to include the plural.
7. "Days" refer to calendar days unless otherwise specified.

New Positions:

1.03 If any new support staff position is created during the life of this agreement and the parties cannot mutually agree on its inclusion in the bargaining unit, either party may request a clarification and determination from the New Hampshire Public Employee Labor Relations Board.

Article 2: General Provisions

2.01 This agreement may be altered only through the mutual consent of the parties in a written and signed amendment to this agreement.

2.02 A Letter of Agreement between the Board and an individual support staff member must be distributed to the support staff member no later than June 1st and shall be consistent with the terms and conditions of this agreement. If any Letter of Agreement contains language inconsistent with this agreement, this agreement shall be controlling.

2.03 The Board and the Association agree that there shall be no discrimination, and that all practices and policies of the District shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of support staff members, or in the application or administration of the Agreement on the basis of age, race, color, religion, national origin, sex, marital status, physical or mental disability.

2.04 The rights and/or privileges granted to the Association in the article, Association Rights, will not be granted to any other group or organization which purports to represent any support staff member or group of support staff members covered by this agreement.

2.05 A sample copy of the Letter of Agreement for individual support staff members is included as Appendix C of this agreement.

Article 3: Association Rights

3.01 The Board agrees that all support staff members shall have the full freedom of association and self-organization and shall be free from restraint, coercion, interference, discrimination or reprisals by the Board for reasons of membership in the Association or participation in any of its activities or the exercise of individual rights under RSA 273-A.

3.02 The Association and its representative shall have the right to use the school building at all reasonable hours for meetings in accordance with established District policy.

3.03 Representatives of the Association and their affiliates shall be permitted to transact Association business on school property at all reasonable times as long as it does not interfere with normal school operations.

3.04 The Association and its representative shall have the right to use school facilities and equipment, including typewriters, computers, and other duplicating equipment at reasonable times, when such equipment is not otherwise in use. All costs so incurred will be borne by the Association.

3.05 The Association and its representatives shall have the right to post notices of activities and matters of association concern on teacher bulletin boards, at least one of which shall be provided in the teachers' room of each school. The Association may use school mail boxes for communication.

3.06 At the beginning of every school year, the Association shall be credited with three (3) days to be used by support staff members who are officers or agents of the Association. Such use, with pay, is to be at the discretion of the Association. The Superintendent will be notified no less than three (3) school days prior to the commencement of such leave.

3.07 Designated representatives of the Association shall be allowed to receive telephone calls and other communications concerning Association business during school hours as long as they do not interfere with normal school operations.

Article 4: Management Clause

4.01 The Association agrees that, except as specifically abridged or limited by the provisions of this agreement or any agreement that may hereafter be made, all of the rights, powers, and authority of the Board and its agents to manage, direct, or supervise all of the operations of the District and all its employees in all its phases and details, including job assignment, shall be retained by the Board and its agents.

4.02 The parties agree that the power, discretion, and authority, which by law are vested in the Board and Superintendent, will not be unlawfully delegated.

Article 5: Negotiations Procedure

5.01 Negotiations procedure will be consistent with NH RSA 273-A. All collective bargaining shall be conducted between the Board and/or its representative(s) and the Association or its representative(s).

5.02 On or before September 15th prior to the expiration of the Agreement, the Association will submit to the Board written notice of its intent to negotiate a successor Agreement concerning salaries, fringe benefits, and terms and conditions of employment. Actual negotiations will begin on or before October 1st of that year.

5.03 Prior to any exchange of formal proposals, the Board will furnish to the Association, upon request, names, relevant education background, salary schedule placement, specific benefit coverage and other relevant information for all support staff.

5.04 During such negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counterproposals.

5.05 Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

5.06 The rights granted to members of the support staff hereunder shall be deemed to be in addition to those provided elsewhere. This agreement shall not be applied or interpreted so as to deprive support staff members of advantages heretofore enjoyed unless otherwise provided in this agreement.

5.07 Any agreement reached shall be reduced to writing and shall be signed by the Board and the Association. A copy of the Agreement shall be filed with the New Hampshire Public Employee Labor Relations Board, within fourteen (14) days of the signing. The Board and the Association shall be responsible, within forty-five (45) days of the signing, for publication and distribution of the Agreement to all support staff members. The expense of such publication and distribution will be shared equally between the School Board and the Support Staff Association. Subsequently, all incoming support staff members will receive said Agreement upon issuance of their first Letter of Agreement. The Association will receive twenty (20) additional copies after each ratification. All candidates for positions within this bargaining unit shall be offered an opportunity to see a copy of this agreement for review at the time of their interview.

Article 6: Vacancies, Transfers and Reassignments

Notice of Vacancies:

6.01 Notice of vacancies within the District will be posted on the official bulletin board in each of the schools and sent to the Association as soon as the Administration is aware of the existence of such vacancies.

6.02 Such notice shall contain the date of posting, a description of the position, name and location of the school, requirements of the position, minimum qualification necessary to meet those requirements, name of the person to whom the application is to be returned, and date by which the application is to be returned. The period between posting of the position and the closing of applications shall be no less than five (5) working days.

6.03 When a vacancy arises in any support staff position, the District will give priority to the most qualified current employee. Among equally qualified people, the person with greater seniority in that particular unit of the support staff will get priority in the filling of said position. This is not meant to deprive the Board of the right to hire someone from outside the District if that person has superior qualifications for that particular job.

Article 7: Reduction in Force

7.01 If the Board determines it necessary to decrease the number of support staff members, eliminate any position, or reduce hours in a position, the Board may lay off the necessary number of support staff members or reduce their hours, but only in the inverse order of the District seniority of such staff. A support staff member being laid off or whose hours have been reduced, who is qualified for another area or position, may displace a support staff person in the other area or position with less seniority.

7.02 The Board shall prepare a seniority list which indicates the dates of employment of all support staff members. Such list will be posted annually in each school building. In the event of a tie in seniority between two or more support staff members, the following factors will be considered in the order stated:

1. Date of election by the Board.
2. Date of signing a Letter of Agreement.

7.03 No support staff member may be prevented from securing other employment during the period the support staff member is laid off under this article. When support staff positions become available, laid off support staff members shall be reinstated in the inverse order of their being laid off, provided that they are qualified to assume the available position(s).

7.04 A recalled support staff member's credit for such previous years of service shall not be lost as a result of the lay-off, and such recall rights shall remain in effect for two (2) years following the school year in which the lay-off notice was effected.

7.05 The District will notify the Association in writing when a new vacancy occurs. The position will not be considered posted until the Association President has been so notified. The support staff member who is to be recalled will be notified by certified mail at the last address known to the District. It will be the responsibility of the laid off support staff member to provide an up to date address to the District.

Article 8: Fair Treatment

Notification of Deficiencies:

8.01 In the event that an alleged deficiency could result in termination of employment, the Administration shall promptly notify the support staff member in writing of the alleged deficiencies, indicate expected correction, and indicate a reasonable period for correction.

Rights of Representation:

8.02 A support staff member shall, at all times, be entitled to representation when he/she is being interviewed, reprimanded, warned, or disciplined for any infraction of rules or delinquency in performance. When request for such representation is made, no action shall be taken with respect to the support staff member until such representation is present. The representation will be available within five (5) working days. If the Board or its agents determine that said infraction or delinquency endangers the welfare of the students or community, it reserves the right to suspend, with pay, the support staff member until such representation is available.

Due Process:

8.03 No support staff member, who has been employed for more than one (1) year, shall be discharged, suspended, disciplined, reprimanded, warned, adversely evaluated, reduced in rank or compensation, or deprived of any employment advantage without just cause. All information forming the basis for disciplinary action will be made available to the support staff member and the Association at the staff member's request. The parties agree that discipline shall be progressive and corrective.

Non-Discrimination:

8.04 Board policy will be implemented in a non-discriminatory manner.

Article 9: Evaluation

9.01 Within two (2) working days of the evaluation, an evaluation session will be held by the evaluator and the support staff member at which time discussion of the evaluation will occur. This discussion will include recommendations for improvement, if needed. Both the individuals shall sign the completed evaluation. The signing of the evaluation by the support staff member is an acknowledgment by the support staff member that he/she has been informed of the contents of the evaluation but does not necessarily indicate that the support staff member concurs with the evaluation. The support staff member may attach a written statement to his/her evaluation.

9.02 No material pertaining to a support staff member's job performance or behavior will be placed in his/her personnel file unless the support staff member has been given a copy of the material. The support staff member and his/her representative will be allowed access to his/her personnel file.

Article 9: Evaluation continued

9.03 Members of the bargaining unit who, as result of the evaluation process, are to have a step increase withheld, may request reasons from their supervisor. This request must be made in writing within five (5) working days of notice of intent to withhold the step increase. The supervisor will provide written reasons within five (5) working days of receiving the request. If the support staff member does not agree with the supervisor's reason(s), the support staff member will notify the supervisor within five (5) working days of his/her intent to appeal the decision, and request a meeting with the supervisor. Such a meeting will take place within five (5) working days of the request. At that time, the support staff member and the supervisor will discuss the issue. Following the meeting, the supervisor will make a decision regarding the appeal and will notify the support staff member of the decision within one (1) working day.

9.04 If the support staff member still does not agree with the supervisor's decision, he/she may appeal it to the Superintendent (for Para-educators) or the Business Administrator (for all other support staff members). This appeal must be in writing, must list the reasons for disagreement with the decision of the supervisor, and must be received by the central office administrator within five (5) working days of the support staff member's receipt of the supervisor's decision. The central office administrator will meet with the support staff member and the supervisor within five (5) working days of the receipt of the written appeal. Following the meeting, the central office administrator will, within two (2) working days, make a decision on the appeal, and inform the support staff member of the decision in writing. If the support staff member does not agree with the decision of the central office administrator, he/she may appeal it to the School Board within five (5) working days of said decision. The decision of the School Board will be made and transmitted in writing to the grievant no later than thirty-five (35) calendar days from the time of receipt of the appeal from the support staff member. The decision of the Board will be binding and non-grievable.

9.05 Support staff members have the right to representation during any and all steps of the appeal process.

Article 10: Grievance Procedure

Purpose:

10.01 It is the policy of the Board and the Association that all problems be resolved informally if possible. However, both parties recognize that the formal grievance procedure must be available without any fear of discrimination because of its use.

Definitions:

10.02 A "grievance" shall mean a complaint by a support staff member, a group of support staff members, or the Association that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this agreement.

10.03 An "aggrieved person" is the person or persons making the complaint. The term "day" when used in the article shall, except where otherwise indicated, mean school days, except in the end of the school year when it shall mean Monday through Friday, excluding holidays.

10.04 For the purpose of Association notification under this article, the District shall provide notice to the MVRSS President or his/her designee.

10.05 Failure at any step of this procedure to communicate the decision on a grievance within specified time limits shall permit the aggrieved person to proceed to the next step, except after Level Two.

10.06 A grievance shall be deemed waived unless it is submitted within twenty (20) days after either the aggrieved party, the Association, or the Board knew the events or conditions on which it is based.

Initiation and Processing:

10.07 Level One – Supervisor:

A. Any grievant may discuss the grievance with the immediate supervisor in an attempt to resolve the matter informally at that level. The grievant shall inform the immediate supervisor that he/she is pursuing the informal stage of the grievance procedure.

B. If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) days, the grievance shall be set forth in writing (Form A) to the principal specifying:

1. The nature of the grievance
2. The provisions of the Agreement being grieved
3. The action required.

The principal shall communicate a decision in writing (Form B) to the grievant(s) and to the Association within five (5) days of receipt of the written grievance.

10.08 Level Two – Superintendent:
The grievant(s), no later than five (5) days after receipt of the Principal's decision, may appeal that decision to the Superintendent of Schools. The appeal must be made in writing (Form B), including the matter submitted to the Principal, as specified above, and the dissatisfaction with the decision previously rendered. The Superintendent shall meet with the grievant(s) 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 (Form C) to the grievant(s) and the Association within five (5) days after the meeting.

10.09 Level Three – School Board:
If the Superintendent's decision does not resolve the grievance to the satisfaction of the grievant(s), the decision may be appealed to the Board within five (5) days of receipt of the answer in Level Two. The grievant(s) shall have the right to appear before the Board to present evidence and argument for the Board's consideration. The decision of the Board shall be made and transmitted in writing (Form D) to the grievant(s) no later than thirty-five (35) calendar days from the time of submission of the grievance to the Board.

10.10 Level Four – Arbitration:
If the decision of the School Board does not resolve the grievance to the satisfaction of the grievant(s) and a third-party review is desired, the grievant(s) shall so notify the Association within five (5) days of receipt of the Board's decision. If the Association determines that the matter should be arbitrated, it shall in writing so advise the Board within ten (10) days of receipt of the grievant's(s') request. The parties will then initiate a request for arbitration according to the rules of the American Arbitration Association which are hereby incorporated in this agreement. The decision of the arbitrator shall be final and binding on both parties. The arbitrators shall not in any way add to, or subtract from, this agreement.

Article 10: Grievance Procedure continued

Rights of Support Staff Members:

10.11 An aggrieved support staff member may be represented at all stages of the grievance procedure.

10.12 When a support staff member is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the supervisor or any higher level, be notified by the supervisor in writing that the grievance is in process. The Association shall also be notified by the Superintendent in advance of any hearing, and shall have the right to be present and state its position at all hearing sessions held concerning such grievance, and shall receive a copy of all decisions rendered. Any resolution of this grievance shall not be inconsistent with the terms of this agreement.

10.13 The Board and Association shall assure that the parties of interest, and witnesses, are guaranteed freedom from restraint, interference, coercion, discrimination, or reprisal with respect to the processing of a grievance.

Costs:

10.14 The fees and expenses of the arbitration will be borne by the two parties in a matter recommended by the arbitrator, unless the two parties mutually agree to share such costs in another manner.

Grievance of a General Nature:

10.15 Grievances of a general nature filed by the Association shall be submitted to Level Two.

Personnel Files:

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 forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) alluded to in any communications between the Administration and said prospective employer.

Article 11: Retirement

11.01 The parties agree that all provisions of the New Hampshire Retirement System as set forth in RSA 100-A shall be made part of this agreement. All support staff members who work thirty (30) hours or more per week shall be enrolled in the N.H. Retirement System.

11.02 The Board agrees that it is desirable to allow support staff members to take advantage of the federal laws concerning tax-free annuity program. The company or companies providing the coverage shall be mutually agreed upon by the parties.

Service Award:

11.03 Support staff members will receive a service award for completion of consecutive years of service to the District according to the following schedule:

Year of Service	Service Award
10	$500
15	$750
20	$1,000
25	$1,000
30	$1,000

The service award will be paid within thirty (30) days of the end of the next fiscal year.

Article 11: Retirement continued

Retirement Award:

11.04 If the support staff member is entering retirement and has completed ten (10) consecutive years service to the District, the award will be $1,000 for ten (10) years service and equal to $200 for each subsequent year of service beyond ten (10).

11.05 Written notification of intent to retire or resign from the District must be received by the SAU office by December 1st. The award will be paid on the first day of the next fiscal year. If written notification is received after December 1st, the award will be paid within 30 days of the end of the next fiscal year.

Article 12: Insurance Benefits and Provisions

12.01 The Board shall make payment of insurance and benefit premiums for twelve (12) month employees to assure insurance coverage for each twelve-month period commencing July 1st of each year, and ending June 30th. The twelve (12) month insurance benefit for school year employees shall run from September 1st of each year through August 31st.

12.02 In the event that a support staff member, because of illness or injury, has exhausted sick leave accrual, the fringe benefits contained herein shall continue through the balance of the contract year.

12.03 The Board shall provide the support staff member working thirty (30) or more hours per week, single, two-person, or family care subscription, as appropriate, through Healthsource/School Care POS* or HMO, whichever the support staff member chooses, or their equivalent, with appropriate riders and one million dollar major medical insurance.

*Support staff members hired after June 30, 2007 may only be enrolled in the available HMO coverage.

12.04 Effective July 1, 2013 through June 30, 2014 the District's maximum payment for a support staff member's health insurance will be limited as follows:

Single:	92% of the applicable HMO rate for this level of coverage
2-Person:	92% of the applicable HMO rate for this level of coverage
Family:	92% of the applicable HMO rate for this level of coverage

Effective July 1, 2014 through June 30, 2016 the District's maximum payment for a support staff member's health insurance will be limited as follows:

Single:	91% of the applicable HMO rate for this level of coverage
2-Person:	91% of the applicable HMO rate for this level of coverage
Family:	91% of the applicable HMO rate for this level of coverage

Any support staff member who chooses a POS plan will be responsible for the full payment of any cost difference between the applicable POS rate, with any increases, and the applicable HMO rate in effect in each year of this agreement.

Support staff members hired after June 30, 2007 may only be enrolled in the available HMO coverage.

Article 12: Insurance Benefits and Provisions continued

12.05 The Board will provide without cost to all support staff members regularly scheduled to work thirty (30) hours or more per week, single, two person, or family dental care subscription to Northeast Delta Dental or its equivalent.

Coverage A:	Diagnostic and Preventive	100%
Coverage B:	Restorative	80%
Coverage C:	Prosthodontics	50%

12.06 The Board will provide subscription to life, accidental death or dismemberment and long term disability insurance for all support staff members regularly scheduled to work twenty (20) hours or more per week.

12.07 Support staff members who do not elect health insurance coverage and can provide proof that they have other insurance coverage, and, as a result, decrease the District health insurance program cost to a lower level for the entire school year (e.g. family to two-person; two-person to single; single to no insurance) shall receive $1,000 (one thousand) cash in lieu thereof. Five (5) support staff members receiving this benefit in 2006-07 shall be "grandfathered" into this agreement and receive $2,000 (two thousand) cash annually. It is understood that this incentive is to be received only when a support staff member voluntarily lowers their insurance coverage and not when a qualifying event causes the coverage to be lowered automatically. The intent of this incentive is that the payment would continue for each year that the support staff member would continue to be eligible (based on employment, family members, and proof of other health insurance coverage) for this incentive. This benefit does not include a spouse who is eligible under the District plan.

12.08 Subject to the health insurer's consent, a support staff member who retires shall be eligible to participate after retirement, solely at the retired support staff member's expense, in the same single-person or two-person or family health insurance that the District offers active support staff members.

Article 13: Deductions

13.01 The Board agrees to deduct from the salaries of its support staff, dues for membership in the Mascoma Valley Regional Support Staff/MVREA/NEA-New Hampshire, the New Hampshire Education Association and National Education Association as said members voluntarily authorize the Board to deduct and to transmit the monies to the Mascoma Valley Regional Support Staff/MVREA/NEA-New Hampshire within five (5) days of the last paycheck each month, starting in October. Support staff members who elect to have dues deducted may authorize these deductions by completing the appropriate form on or before October 1st. Those who choose continuing deductions shall be required to submit the appropriate form, and the District shall place the form on file. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the employer shall deduct equal amounts for each pay period beginning thirty (30) days after notification.

13.02 Upon appropriate written authorization from the support staff member, the employer shall deduct from the salary of any such support staff member, and make appropriate remittance for, annuities, credit union, charitable donations or any other plans or programs jointly approved by the Association and the employer. Such authorization shall continue in effect from year to year unless revoked in writing.

Article 14: Placement on Salary Schedule, Hours, and Overtime

Placement on Salary Schedule:

14.01 New support staff members with no relevant experience shall be placed at Step 1 of their respective salary schedule as described in 14.02. No new support staff member shall be placed on the salary schedule at a step higher than support staff members who have equal or greater experience.

14.02 Newly hired Para-educators will be placed on the Para-educator I or Para-educator II salary schedule dependent on years of experience, qualifications and documentation of met competencies as outlined in the State requirements for Para-educator I and II. Once on the Para I or II schedule, a Para-educator must maintain certification through the State.

In the first year of employment in the District, Para-educators will be assisted in the certification process by the Principal and SAU staff. Certification must be achieved by the end of that academic year in order to be retained as an employee of the District. Those working with Title I and special education students must be certified Paraeducator II.

Nothing in this section is intended to prevent the District from releasing a support staff member for deficient performance. It is understood that the placement procedure may need to be revised as federal and/or state guidelines are clarified and/or changed.

14.03 If a support staff member is hired after 90 student days into a school year, that member shall not advance to the next step on the salary schedule unless the individual gained relevant experience in a non-support staff position in the first half of the year.

Lunch Break:

14.04 State law requires that an employer grant an unpaid duty-free one-half hour lunch period to an employee who works more than five (5) consecutive hours. As per previous practice, twelve (12) month support staff members will continue to have this ½ hour paid. The hours and overtime provisions for the support staff members covered by this agreement shall be governed by the provisions of the **Fair Labor Standards Act.**

Overtime:

14.05 An hourly support staff member who is requested by his/her principal to work outside of his/her Letter of Agreement will be paid at his/her hourly rate or at the substitute rate, whichever is higher. The District will make every reasonable effort to hire substitutes for teachers and other professional staff who are absent from work. When hired, these substitutes will cover for the absent teacher.

14.06 The normal Para-educator schedule shall be for 182 days. 180 of those days shall be student school days. One of the additional days shall be for the all district staff meeting day at the beginning of the school year. The other day shall also be before the student year begins and will allow Para-educators to meet together or with the administration and/or teaching staff in preparation for the school year.

Article 15: Holidays

15.01 Support staff members shall be entitled to the following paid holidays:

1. Labor Day (as long as the work year has begun prior to Labor Day)
2. Veteran's Day
3. Thanksgiving Day
4. Day after Thanksgiving
5. Christmas Day
6. New Year's Day
7. Memorial Day

15.02 In addition, full-time twelve (12) month support staff members shall be entitled to the following four (4) paid holidays:

1. Day after Christmas
2. 1st Monday of February Vacation
3. 1st Monday of April Vacation
4. Independence Day

Article 16: Vacation

16.01 All twelve (12) month support staff members shall be allowed paid vacation as follows: Two weeks plus one (1) extra day per year for each year of continuous employment in excess of five (5) years, up to a total of four (4) weeks. Up to three (3) of these weeks may be taken during the summer months and will be scheduled so that all buildings are covered.

Article 17: Temporary Leave

Sick Leave:

17.01 Sick leave is allowed for personal illness or physical disability or illness or physical disability in the immediate family. Immediate family shall be defined as spouse, children, or parent. Pregnancy-related disability may be charged to sick leave. The District reserves the right to ask for a statement from a doctor if an employee is out for three (3) or more consecutive days.

17.02 Full-time twelve (12) month support staff members receive eighteen (18) sick days/year. School-year support staff members receive fifteen (15) sick days/year. Unused sick days may accumulate to one hundred-fifteen (115) days.

Emergency Leave:

17.03 Up to five (5) days of non-accumulative emergency leave per year may be granted for the following reasons: death of a loved one (person), death in the immediate family, or required appearance in a court of law involving no moral turpitude on the part of the support staff member. Immediate family shall be interpreted as parents, spouse, children, siblings, grandparents, aunts, uncles, nieces, nephews, in-laws, or any other member of the family unit living in the same household regardless of relationship. For the purpose of emergency leave "in-laws" will include spouse's parents, children, siblings, and grandparents.

17.04 Other unusual community or personal circumstances may also warrant absence under the emergency leave provisions with the approval of the Administration. The first two (2) emergency leave days will not be charged to sick leave. The last three (3) emergency leave days will be charged to sick leave. The Superintendent may grant or extend emergency leave at his/her discretion.

Personal Leave:

17.05 Two (2) days leave are provided at full pay for personal, legal, business, household, or family matters which require absence during school hours.

17.06 Notification to the support staff member's principal for such leave shall be made at least two (2) days before taking such leave except in case of emergencies. Personal leave will not be denied unless the principal deems it would cause a major disruption to the school's ability to function. The reason for taking personal days need not be given. Leave may not be taken to extend vacation and holiday periods. Personal leave is non-accumulative.

Sick Bank:

17.07 A sick bank will be established to be used for absences for medical reasons after the support staff member has exhausted sick leave benefits. The sick bank days shall be used to cover those days between the time an individual support staff member's accumulated sick days expire and the time that the support staff member's application for disability payment or payments, as provided in Article 12 of this agreement, is granted or denied. Any support staff member electing to participate in the bank for the first time shall contribute two (2) of his/her sick leave days to the bank at the start of the school year or upon being hired if not at the beginning of the school year. Support staff members, who have accumulated the maximum number of unused sick days, may elect to participate in the sick bank and shall contribute three (3) days. The days in the sick bank shall accumulate from year to year until a maximum of one-hundred (100) sick bank days is reached. When the maximum of one-hundred (100) sick bank days is reached, new support staff members may join the sick bank without contribution of days. If the level of sick bank days falls below seventy-five (75), then participating support staff members will be asked to contribute an additional day until the maximum of one-hundred (100) sick bank days is reached. A four (4) member committee from the Association shall receive applications and determine eligibility for request of days from the sick bank and shall also be responsible for maintaining the proper level of days. The decisions made by the sick bank committee may not be grieved by support staff members. Only sick bank contributors are eligible for benefits.

17.08 By September 30th of each school year, the Sick Bank Committee will report its current membership statistics and other relevant information to the District Business Administrator and provide the same with end-of-year statistics by June 30th of each contract year.

Jury Duty:

17.09 All members of the support staff summoned to jury duty are entitled to jury duty leave for the period required to perform this duty. Immediately upon receipt of jury duty notice, the support staff member shall notify the Superintendent. During the time of such required jury duty, the support staff member shall be paid the portion of his/her wages which, together with jury duty compensation, will equal the usual wages for the same period.

Article 17: Temporary Leave continued

Professional Leave:

17.10 Professional leave of one (1) day, at full pay, will be granted to a certified or licensed support staff member for professional development which is necessary for recertification or relicensure or pertains to the member's job requirements, and which is approved by the building principal.

17.11 The District Staff Development Master Plan will be in accordance with the NH Department of Education.

The Board will reimburse individual support staff members for expenses incurred for staff development activities for which prior approval has been received, subject to these stipulations:

Reimbursement will be limited to actual cost of conference and workshop fees, tuition for college or university courses not to exceed the prevailing UNH graduate credit rate, and lodging, meals, and travel at rates prescribed by the Staff Development Committee and approved by the Superintendent.

Reimbursement for conferences and workshop fees and expenses shall be at a rate up to one hundred percent (100%) as agreed upon between the support staff member and his/her supervisor, within guidelines established by the Staff Development Committee and approved by the Superintendent and within the limitations of funds budgeted for this purpose. The District places a high value on professional development and is committed to providing funding for this purpose.

Up to four (4) support staff members, one (1) from each building, will serve on the Professional Development Committee, and will receive compensation for this service at the same rate as the professional staff.

Article 18: Mentoring

18.01 Para-educator mentors shall be provided a stipend of $125 for mentoring one (1) Para-educator and a stipend of $250 for mentoring two (2) Para-educators. No Para-educator will provide mentoring to more than two (2) Para-educators. Stipends will not be pro-rated. Mentoring will be provided to all Para-educators who are new to the District. The Administration will determine if a Para-educator who transfers to a new building will need the assistance of a mentor.

Article 19: Duration

19.01 The provisions of the agreement shall become effective on July 1, 2013, and shall remain in full force and effect through June 30, 2016; and thereafter renew itself automatically for successive terms of one (1) year or until a successor agreement has been ratified. Salary and benefit provisions will commence and remain in full force from July 1, 2013 to June 30, 2016.

IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HANDS AND SEAL THIS DAY OF April 11, 2013

THE MASCOMA VALLEY REGIONAL SUPPORT STAFF MVREA/NEA-NH

Lenn M Steller
President

Stella J Butterfield
Witness

THE MASCOMA VALLEY REGIONAL SCHOOL BOARD

James C Gerding
Chairman

Stella J Butterfield
Witness

Appendix A

Grievance Adjustment Form 1

Complaint by the Aggrieved Person

Name of Aggrieved Person: _____
Date of Filing: _____
Home Address: _____
_____
Home Telephone: _____
Position Held: _____
Name of School: _____
Supervisor: _____
School Telephone: _____

Is the MVRSD or its representative representing you? _____

Grievance Representative: _____

Provision of the Master Contract Violated:

_____
_____
_____
_____

Statement of Grievance:

_____
_____
_____
_____

Action Requested:

_____
_____
_____
_____

Note: Keep one (1) copy of this form
And send copy to:

1. Supervisor
2. Superintendent
3. Association
4. Grievance Representative

_____
Signature of Aggrieved Party

Appendix A

Grievance Adjustment Form 2

Decision of Supervisor

Type or Print
[To be completed within five (5) calendar days after receipt of the written grievance]

Name of Aggrieved Person: _____

Date of Formal Grievance Presentation: _____

School:_____ Supervisor:_____

Decision of the Supervisor or Principal and Reasons Therefore:

_____

_____

_____

_____

_____

_____

_____

_____

Date of Decision: _____

Signature of Supervisor or Principal: _____

Aggrieved Person's Response: [To be completed by Aggrieved person within five (5) days of receipt of the above decision and sent to the Superintendent]

I (do) (do not) accept the above decision.

Date of Response:_____

Signature of Aggrieved Person:_____

Appendix A

Grievance Adjustment Form 3

Decision of Superintendent of Schools

Type or Print:

[To be completed five (5) calendar days after the meeting between the Superintendent and the Aggrieved Person.]

Aggrieved Person: _____

Date of Formal Grievance Presentation: _____

School:_____ Supervisor:_____

Decision of the Superintendent and Reasons Therefore:

_____

_____

_____

_____

_____

_____

_____

_____

Date of Decision:_____

Signature of the Superintendent: _____

Aggrieved Person Response: [To be completed by Aggrieved person within five (5) days of receipt of the above decision and sent to the Board.]

I (do) (do not) accept the above decision.

Date of Response: _____

Signature of Aggrieved Person: _____

Signature of Supervisor: _____

Appendix A

Grievance Adjustment Form 4

Decision of School Board

Type or Print:
[To be completed within thirty-five (35) calendar days of the submission of the grievance to the Board.]

Aggrieved Person: _____

Date of Formal Grievance Presentation: _____

School: _____ Supervisor: _____

Decision of the Board and Reasons Therefore:

_____

_____

_____

_____

_____

_____

_____

_____

Date of Decision: _____

Signature of Board Representative: _____

Aggrieved Person Response: [To be completed by Aggrieved person within five (5) days of receipt of the above decision and sent to the Association's Grievance Chairperson.]

I (do) (do not) accept the above decision.

Date of Response: _____

Signature of Aggrieved Person: _____

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant(s) and a third party review is desired, the grievant shall notify the Association within five (5) days of receipt of the Board decision. If the Association determines that the matter should be arbitrated, it shall in writing so advise the Board within ten (10) days of receipt of the grievant's request.

Appendix B
Pay Schedule
Mascoma Valley Regional Support Staff

Pay Scale 2013-2014		**1.75%**				
	1	**2**	**3**	**4**	**5**
Step	**Secretary**	**Para-One**	**Custodians**	**Para-Two**	**Library Para**
	0.04	0.04	0.04	0.04	0.04
1	14.20	12.89	12.89	14.20	14.20
2	14.77	13.41	13.41	14.77	14.77
3	15.36	13.95	13.95	15.36	15.36
4	15.97	14.50	14.50	15.97	15.97
5	16.62	15.08	15.08	16.62	16.62
6	17.28	14.77	14.77	17.28	17.28
7	17.97	16.31	16.31	17.97	17.97
Pay Scale 2014-2015		**1.75%**			
	1	**2**	**3**	**4**	**5**
Step	**Secretary**	**Para-One**	**Custodians**	**Para-Two**	**Library Para**
	0.04	0.04	0.04	0.04	0.04
1	14.45	13.12	13.12	14.45	14.45
2	15.03	13.65	13.65	15.03	15.03
3	15.63	14.19	14.19	15.63	15.63
4	16.25	14.75	14.75	16.25	16.25
5	16.91	15.34	15.34	16.91	16.91
6	17.58	15.03	15.03	17.58	17.58
7	18.28	16.60	16.60	18.28	18.28
Pay Scale 2015-2016		**1.75%**			
	1	**2**	**3**	**4**	**5**
Step	**Secretary**	**Para-One**	**Custodians**	**Para-Two**	**Library Para**
	0.04	0.04	0.04	0.04	0.04
1	14.71	13.35	13.35	14.71	14.71
2	15.30	13.88	13.88	15.30	15.30
3	15.91	14.44	14.44	15.91	15.91
4	16.54	15.01	15.01	16.54	16.54
5	17.20	15.61	15.61	17.20	17.20
6	17.89	15.30	15.30	17.89	17.89
7	18.60	16.89	16.89	18.60	18.60

APPENDIX C: (insert year) AGREEMENT
MASCOMA VALLEY REGIONAL SCHOOL DISTRICT
LETTER OF AGREEMENT

Support Staff Member#
Support Staff Member:
Rate of Pay =

Position:
Account:
Cost Center:

_____Hours/Day x _____ $ Hour x _____ Days + _____ Holidays = $ _____
It is understood that the calculation of annual wages above is for budgeting purposes only and actual annual wages may differ due to an increase or decrease in actual hours worked. A decrease in a support staff member's scheduled hours will only occur in accordance with Article 17, Reduction in Force.

The responsibilities of your position and your work schedule will be determined by the Superintendent or his/her designee.

This Letter of Agreement between the Board and the bargaining unit member shall be consistent with the terms and conditions of the Mascoma Valley Regional Support Staff MVREA/NEA-New Hampshire Master Agreement. If this letter of individual agreement contains language inconsistent with the Master Agreement, the Master Agreement shall be controlling.

Please sign the enclosed copy and return it to the Superintendent's office on or before _____, _____. Your signed copy shall indicate your acceptance of the conditions of employment and your willingness to serve in the position indicated above. If we do not receive your signed Letter of Agreement prior to the above date, we will assume you are not returning and your position will be declared vacant.

It is understood that employment with the District may be terminated at any time by the support staff member or the employer in accordance with the Master Agreement, Articles 7 and 8 in particular.

It is understood that continued employment for Para-educators is reliant on the maintenance of NH Department of Education certification in accordance with section 14.02 of the collective bargaining agreement.

We are pleased to have you working with us and trust you will return your signed Letter of Agreement by the above deadline.

I have reviewed and understand the general requirements for this position and accept the above notification of employment.

_____ _____
Support Staff Member Approved Date

_____ _____
District Authorized Agent Date

Effective with the implementation of the July 1, 2013 agreement, all Support Staff Members, with the exception of custodians, will receive their annual wages in either twenty-two (22) or twenty-six (26) installments, as checked off below. Payments will begin in September of each year and end no later than June 30th of each year. Custodians will continue to be paid for hours worked on a twenty-six (26) pay schedule.

Please select the payment schedule you prefer.

☐ **22 Payments**

☐ **26 Payments**

APPENDIX D – CURRENT EVALUATION FORM

Name _____ **Date** _____

School _____

PARA-EDUCATOR PERFORMANCE RATING

Ratings:
I = Independent – Para-educator performs this task with no guidance
D = Developing – Para-educator performs this task with some cues, prompts, guidance
E = Emerging – Para-educator performs this task with significant guidance, assistance
U = Unable to perform – Para-educator does not perform this task, even with guidance, assistance
N/A = Not applicable

Teacher/Para-educator/Principal will complete form separately.

	Teacher	Para-educator	Principal
1. Delivery of Instruction	_____	_____	_____
2. Activity Preparation/Follow-up	_____	_____	_____
3. Supervision of Groups of Students	_____	_____	_____
4. Behavior Management	_____	_____	_____
5. Personal Attention to Students	_____	_____	_____
6. Ethics	_____	_____	_____
7. Team Participation/Membership	_____	_____	_____
8. Clerical Work	_____	_____	_____
9. Work Characteristics	_____	_____	_____

Summary or Additional Comments:

_____

_____

_____

_____

_____

_____ _____
Signature of Para-educator **Date**

_____ _____
Signature of Supervisor **Date**

(See reverse side for specific tasks associated with each evaluation area.

Delivery of Instruction	Activity Preparation/Follow-up
- Helps students in drill & practice lessons	- Find/arrange materials/equipment
- Read/repeat tests or directions to students	- Help prepare and clean up snacks
- Listen to students read orally	- Help students clean up after activities
- Help students w/workbooks, written assignments	- Distribute supplies/materials/books to students
- Tape record stories, lessons, assignments	- Collect completed work from students
- Read to students – texts, materials, stories	- Organize classroom supplies/materials
- Help students work on individual projects	- Operate equipment (e.g. tape recorders, VCR's)
- Assist students to compose original work – stories, essays, reports	- Modify or adapt materials/equipment for particular students
Supervision of Groups of Students	**Behavior Management**
- Supervise groups of students on arrival/departure	- Give positive reinforcement & support as directed by plans, IEP's
- Supervise groups of students during lunch	- Circulate in classroom to provide behavioral support
- Supervise groups of students during breaks	- Enforce class and school rules
- Supervise groups of students loading/unloading buses	- Assist students who are self-managing behavior
- Monitor students during passing periods	- Teach pro-social skill lessons
- Escort groups of students to bathroom, library, gym	- Facilitate appropriate social interactions
	- Assist other students in coping with behaviors of a specific student
Personal Attention to Students	- Help students develop self-monitor organizational skills
- Help students get dressed/undressed	- Provide cues, prompts to students who are mediating conflicts
- Help students eat	- Observe and chart individual student behavior
- Help students with toileting	
- Help students to get to other locations	**Ethics**
- Assist students with grooming, cleanliness	- Maintain confidentiality of all information regarding students
	- Protect the privacy of students during personal care
Team Participation/Membership	- Respect the dignity & rights of every child at all times
- Meet with team as scheduled	- Abide by school district policies, school rules & standards
- Participate in team meeting appropriately	- Communicate with parents & families as indicated by team
- Participate in team meeting by listening carefully to others	- Provide accurate information about students to team members
- Engage in appropriate problem-solving steps to resolve problems	- Carry out all assigned duties responsibly in timely manner
- Respect the privacy/dignity of other adults	- Protect the welfare & safety of students at all times
	- Maintain composure/emotional control while working with students
	- Demonstrate punctuality, good attendance – handle absences appropriately
Clerical Work	**Work Characteristics**
- Take attendance, record grades, collect fees	- Is flexible: Has the ability to adapt to new situations w/a minimum amount of effort
- Make copies, sort & file student papers	- Adjusts readily to unclear situations
- Correct assigned student lessons/homework	- Is well organized and has the ability to set priorities and complete work schedule
- Help w/paperwork to facilitate parent/teacher appointments	- Has the ability to offer suggestions in a constructive and positive manner
- Inventory materials & fill out routine forms	
- Maintain files for IEP's, assessment reports, other reports	
- Maintain databases of student information	

Appendix E: State Requirements for Paraeducator I and II

(insert DOE form here)

Appendix E: State Requirements for Paraeducator I and II

Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144

Paul Leather
Deputy Commissioner of Education
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301-3860
FAX 603-271-1953
Citizens Services Line 1-800-339-9900
www.education.nh.gov

PARAEDUCATOR RESPONSIBILITIES / APPLICATION PROCEDURES
April 2011

In response to No Child Left Behind (NCLB) and Individuals with Disabilities Education Act (IDEA) legislation, the Department of Education changed requirements for **voluntary** certification and recertification of paraprofessionals. The Department developed two categories of certification, each with its own set requirements; Paraeducator 1 and Paraeducator 2. The certification requirements for Paraeducator 2 align with the No Child Left Behind (NCLB) and qualify an individual for employment in a Title I or Title II school. We understand that many paraprofessionals have worked in the education field for numerous years. However, due to changes in both federal and state education regulations, the state is not able to grandfather paraprofessionals for **voluntary** certification. We are asking applicants to follow the application guidelines listed below for both initial certification and renewal of certification. Individuals applying for the paraeducator certification who currently hold an expired paraprofessional certificate are required to submit documentation of 50 continuing education units (or clock hours) of professional growth along with the materials listed below.

NOTE: If an individual is currently certified as either a Paraeducator 1 or Paraeducator 2 and is renewing that credential, only the fee and professional growth documentation are required. The Paraeducator Portfolio Assessment form is NOT required.

Paraeducator 1 - Candidate Responsibilities for **INITIAL** certification.

- Application: Down load from: www.education.nh.gov. Click link listed on left CERTIFICATIN. Scroll down to page bottom and click the link PARAEDUCATOR INFORMATION.
- $25.00 Fee – Submit fee with application. Check made payable to "State of New Hampshire".
- Official or notarized copy of High School Diploma or GED. Submit with application and fee.
- The State Department of Education's Assessment of Candidate's Strengths and Professional Development form for Paraeducator 1 certification. All competencies must be checked as met with evidence for each competency indicated in the assessment column. Assessment form with copy of the evidence documenting all competencies as met with the application, fee, and official or notarized copy of High School Diploma or GED are submitted to the Bureau of Credentialing, N. H. Dept. of Education, 101 Pleasant St., Concord, NH 03301-3860

Paraeducator 1 – Candidate Responsibilities for **RENEWAL** of prior paraprofessional certification & **INITIAL** application to paraeducator 1 certification.

- Application: Down load from: www.education.nh.gov. Click link listed on left: CERTIFICATION. Scroll down to page bottom and click the link PARAEDUCATOR INFORMATION.
- $25.00 Fee – Submit fee with application. Check made payable to "State of New Hampshire".
- Documentation of 50 continuing education units (or clock hours).
- The completed State Department of Education's Assessment of Candidate's Strengths and Professional Development form for Paraeducator 1 certification. All competencies must be checked as met with evidence indicated in the assessment column.
- Assessment form with evidence documenting all competencies as met and documentation of professional growth with the application and fee are submitted to the Bureau of Credentialing, N. H. Dept. of Education, 101 Pleasant St., Concord, NH 03301-3860.

NOTE: If the candidate is employed by a school district, the signature sheet must be signed and submitted with the assessment form and other application documents.

PARAEDUCATOR RESPONSIBILITIES / APPLICATION PROCEDURES

Paraeducator 2 - Candidate Responsibilities for **INITIAL** certification. Paraeducator 2 certification standards align with No Child Left Behind (NCLB) and Individuals with Disabilities Education Act (IDEA). Activities used as evidence must be equivalent to college level coursework.

- Application: Down load from www.education.nh.gov. Click link listed on left CERTIFICATION. Scroll down to page bottom and click the link PARAEDUCATOR INFORMATION.
- $25.00 Fee – Submit fee with application. Check made payable to "State of New Hampshire".
- Official college transcript with degree conferred or official transcript showing minimum of 48 credit hours for Paraeducator 2; OR notarized copy of High School Diploma or GED and the completed State Department of Education's Paraeducator 2 Portfolio Assessment of Candidate's Strengths and Professional Development form. All competencies must be checked as met with evidence indicated in the assessment column. Activities used as evidence must be at the college level.
- Portfolio Assessment form with documentation of evidence indicating how all competencies are met, application and fee are submitted to the Bureau of Credentialing, N. H. Dept. of Education, 101 Pleasant St., Concord, NH 03301-3860.

Paraeducator 2 - Candidate Responsibilities for **RENEWAL** of prior paraprofessional certification **& INITIAL** application to paraeducator 2 certification.

- Application: Down load from: www.education.nh.gpv. Click link listed on left CERTIFICATION. Scroll down to page bottom and click the link PARAEDUCATOR INFORMATION.
- $25.00 Fee – Submit fee with application. Check made payable to "State of New Hampshire".
- Documentation of 50 continuing education units (or clock hours).
- Official college transcript with degree conferred or official college transcript showing minimum of 48 credit hours; OR
  the completed State Department of Education's Paraeducator 2 Assessment of Candidate's Strengths and Professional Development form. All competencies must be checked as met with evidence indicated in the assessment column. Activities used as evidence must be equivalent to college coursework.
- Assessment form with evidence documenting all competencies as met are submitted with application, fee, and documentation of professional growth to the Bureau of Credentialing, N. H. Dept. of Education, 101 Pleasant St., Concord, NH 03301-3860.

NOTE: If the candidate is employed by a school district, the signature sheet must be signed and submitted with the assessment form and other application documents.

FOR INFORMATION CONTACT:

Bureau Of Credentialing
603-271-2408
www.education.nh.gov/certification

April 2011
LJM