AGREEMENT

BETWEEN THE

NOTTINGHAM SCHOOL BOARD

AND THE

NOTTINGHAM PARAPROFESSIONAL ASSOCIATION

NEA-NH/NEA

July 1, 2019

through

June 30, 2022

REV: 11/14/18

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PREAMBLE

The Nottingham School Board (hereinafter, "the School Board") and the Nottingham Paraprofessional Association/NEA-NH (hereinafter "the Association") hereby enter into the following Agreement.

ARTICLE I - RECOGNITION, JURISDICTION, DEFINITIONS

A. Recognition

Pursuant to the New Hampshire Public Employee Labor Relations Board (PELRB) Certification of Representative and Order to Negotiate, and RSA 273-A, the School Board hereby recognizes the Association as the exclusive bargaining representative for all paraprofessional employees employed by the Nottingham School District (hereinafter, "the District"). "Paraprofessional employees" shall include the following job titles;

1. Paraprofessional
2. Special Education Paraprofessional
3. Speech & Language Assistant
4. Title I Tutor
5. Library Aide

New Positions: the District shall notify the Association of any new hourly positions created during the term of this agreement. If the Association and the Board disagree about whether to include or exclude the position from the Bargaining Unit, the Public Employee Labor Relations Board shall be asked for a ruling.

B. Definitions:

1. As used in the Agreement, the term "employees" shall refer to all bargaining unit members.
2. The term "parties" shall refer to the School Board and the Association.
3. The term "Association Representative" shall refer to the President of the Association or a person he/she shall designate.
4. Unless specifically referenced otherwise herein, the term "year" shall mean school year.

ARTICLE II - MANAGEMENT RIGHTS

The School Board, subject to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the unrestricted right (a) to direct and manage all activities of the School District; (b) to direct the work of employees; (c) to hire, promote, transfer, assign and retain employees in positions within the School District, to non-renew employees, and to suspend, demote, discharge, withhold wage increases, or take any other disciplinary action against the employee; (d) to act unilaterally, including by adoption of rule or regulation, on any and all matters not excluded by RSA 273-A, provided said act, rule, or regulation, does not conflict with or violate any terms of this Agreement; (e) to maintain the

efficiency of government operations; (f) to relieve employees from duties due to a lack of available work; (g) to determine the methods, means, and personnel by which operations are to be conducted; and (h) to take action as may be necessary to carry out the mission of the District in emergencies.

The parties understand that the School 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/her; and this Agreement shall not be construed so as to constitute a delegation of power or authority of either. The term "law" as used above shall include, but not be limited to, regulations lawfully adopted by the New Hampshire State Board of Education.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall be confined to provisions of this Agreement.
2. A grievance shall mean a violation, misinterpretation, or misapplication of the provisions of this Agreement.
3. The term "days" when used in this Article shall, except in the case of the arbitrator's 5 to 30 days limit, mean working school days. However, during the summer break, days shall be defined as Monday through Friday, excluding holidays and weekends.

B. Procedures

Step 1:

Any employee or the Association shall first present the grievance to the Principal or Assistant Principal within fifteen (15) days of the knowledge of its occurrence, not to exceed one year after the event.

Step 2:

If the grievance is not resolved in Step 1, any employee within the bargaining unit or the Association may, in writing, present a grievance to the Principal within ten (10) days following the act or condition which is the basis of the complaint. The aggrieved employee and/or his/her Association Representative will present the complaint personally. The Principal shall have ten (10) days to give a written decision after receipt of the grievance.

Step 3:

If the grievance is not resolved at Step 2, the aggrieved employee and/or his/her Association Representative may appeal within ten (10) days to the Superintendent of Schools. Said appeal shall be in writing and such writing shall set forth specifically the act or condition on which the grievance was based in the first two steps above and the grounds upon which the appeal is based. The Superintendent shall communicate his/her decision in writing to the aggrieved employee and the Association within ten (10) days after receipt of the grievance.

Step 4:

If, within ten (10) days of receipt of the Step 3 decision, the grievance is not resolved, the aggrieved employee and/or his/her Association Representative may appeal to the School Board. Said appeal shall be in writing and such writing shall set forth specifically the act or

condition on which the grievance was based in the first three steps above and the grounds upon which the appeal is based. The School Board shall communicate its decision in writing to the aggrieved employee and/or the Association, as applicable, within (15) days after receipt of the grievance. If upon receipt of the grievance either party requests a meeting, it shall be scheduled within ten (10) days. The School Board shall render a decision within ten (10) days after the meeting.

C. Arbitration

1. If the grievance is not resolved in Step 4, the Association may submit the matter to arbitration under the Labor Arbitration Rules of the American Arbitration Association by filing notice with the Board no later than ten (10) days after receipt of the unsatisfactory decision at Step 4.
2. No ground or evidence not previously disclosed to the other party may be presented to the arbitrator. The arbitrator shall issue his/her decision within the timeframe established under the Labor Arbitration Rules of the American Arbitration Association. The award shall be in writing and the Arbitrator shall set forth his/her opinion and conclusions on the issues submitted.
3. The arbitrator shall limit himself/herself to the issue(s) submitted. He or she shall be bound by and must comply with the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement. The opinion and award of the Arbitrator shall be binding.
4. The Arbitrator's fee will be shared equally by the parties in the dispute.

D. General Provisions

1. Failure at any step of the grievance procedure to communicate a decision in response to a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step of the procedure. Failure at any step of this procedure to appeal a grievance to the next step within the specific time limits shall be deemed to be acceptance of the decision rendered at this step.
2. An Association representative may be present with an employee at all steps of the grievance process if requested by the employee, however, only the Association, on behalf of the employee(s), may request arbitration.
3. The time periods specified in this procedure may be extended by mutual written agreement of the parties.
4. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his/her immediate superior or processing a grievance on his/her own behalf in accordance with the Grievance Procedure and RSA 273-A.

ARTICLE IV - WORKING CONDITIONS

A. Length of Work Day and Year

1. The normal workweek for paraeducators shall be 32.5 hours per week and the normal work day shall be 6.5 hours per day.

2. Employees shall receive a duty-free lunch period daily, equal in time to the student lunch period. The lunch period shall be unpaid except for fifteen minutes paid in 2019-20, twenty minutes paid in 2020-21, and twenty-five minutes paid in 2021-22. Employees shall have two unstructured thirty minute paid periods at the end of the school day per week. One of these periods will allow employees to meet with their Special Education Case Manager, and the other to complete x-logs computer work required by the District.
3. The School Board may, at its discretion, adopt either a days-based school year or an hours-based school year under N.H. Admin. R. Ed 306.18. The Board shall determine the number of student hours and days per year.
4. Under a "days based school year", as currently adopted by the school board, the employee work year shall consist of 182 days, which shall include two (2) workshop days. One of the two workshop days shall be scheduled for the day before the first student day. The other workshop day shall be scheduled for professional development activities which are consistent with recommendations of the SAU staff development committee.
5. Employees will work beyond regularly-scheduled hours if authorized to do so by a member of the School's administration. Employees may not work beyond their regularly-scheduled hours without authorization from the School's administration.
6. In the event that the student of a "one on one" aide is absent from school or that an employee's normal work is unavailable (due to a class being on a field trip not requiring the normally-assigned paraprofessional, e.g.) the employee shall have the option of taking the day without pay or otherwise being reassigned within the school at the discretion of the District.
7. Paraprofessionals shall be paid their regular wages for their regular hours when there is a delayed opening or early closing.

B. Certification

1. The District shall pay for up to $300 per employee each school year for pre-approved workshops/activities and related costs to complete the District's three year paraprofessional development plan. Allow employees who use their full $300 before June 1 to apply for further reimbursement if funds are available.

2. The District will pay the required fee for employees to achieve and maintain Paraprofessional II certification from the NH Department of Education.
3. The Staff Development Representative for paraprofessionals will be paid a stipend of $2,000.00 a year (2xbase).

C. Duties

Employees shall be expected to perform all duties that are usually performed by paraprofessional employees in the Nottingham School District.

D. Staff Meetings

Following any staff meeting that paraprofessional employees are not paid to attend, formal staff meeting minutes will be provided to all paraprofessionals as soon as they are available, but no

later than five work days after the meeting. If formal minutes are not provided within five work days, a supervisor shall meet with all paraprofessionals within two days and provide them with a brief overview of what transpired during the previous day's meeting.

E. Observations and Evaluations

1. One purpose of observations and evaluations is to help the employee. Observations and evaluations shall be made by an appropriate supervisor. Teachers may provide input but may not be the sole evaluator of any employee.
2. All observations of employee performance shall be conducted in person and with the full knowledge of the employee.
3. All employees will be given a written observation report prepared by his/her supervisor within ten (10) days of the observation.
4. The employee shall have the right to append his/her remarks to the formal report and any and all such remarks shall also be included in the employee's file.
5. No such report shall be included in the employee's file or otherwise be acted upon without prior written notification to the employee.
6. The provisions of this section apply only to performance observations and evaluations, not evaluation of school programs.

F. Personnel Files

1. Upon receipt of a written request, the employee shall be furnished a reproduction of any material in his/her file within a reasonable length of time, not to exceed five (5) working days.
2. Any employee shall have access to his/her files or records maintained in the school district within two (2) working days. No unofficial files shall be kept by the principal or assistant principal on any employee, except for those related to classroom observation.
3. Complaints--The administration shall promptly investigate any complaint regarding an employee made by a parent, student, or other non-supervisory person which may be used in evaluating an employee or subjecting him/her to discipline. If the complaint is to be used in evaluating an employee or subjecting him/her to discipline, the employee shall be given an opportunity to respond to the complaint. The employee shall acknowledge that he/she had the opportunity to review such complaint by affixing his/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 employee shall also have the right to submit a written answer to such material and that answer shall be reviewed by the Superintendent or designee and attached to all copies. No complaint may be used in evaluating or disciplining an employee if the employee is not notified of the complaint more than twenty days after the complaint is made.

G. Chain of Command

The District shall inform each employee of her/his duties, responsibilities, and reporting chain of command. Teachers may coordinate employees' work and contribute to employee evaluations, but teachers shall not discipline employees. It is understood that teachers are responsible for the operation and control of the classrooms in which employees work.

H. Disciplinary Action

1. Discipline shall normally follow this order, but discipline may be taken out of order depending on the severity of the infraction: verbal warning, written warning, suspension, and discharge. Employees shall only be disciplined for just cause.
2. All information forming the basis for disciplinary action will be made available to the staff member. The staff member shall be entitled to have a Union Representative present during any disciplinary meeting with the Principal, the Superintendent, or the School Board.
3. Subject to the language of this Agreement, the decision whether to suspend or discharge an employee shall rest with the Superintendent or her/his designee.
4. Employees shall not be reprimanded other than in a private location unless emergency circumstances warrant immediate notice.
5. Employees shall serve a probationary period of one work year, as defined in section IV(A)(4). Extended School Year (ESY) days shall not be counted toward completion of the probationary period. During the employee's probationary period, the District may end the employment of the individual holding that position by providing two (2) weeks written notice. Termination of a probationary employee shall not constitute discipline and shall not be subject to the grievance procedure.

I. Reduction in Force

1. The decision to implement a reduction in force shall be made at the sole discretion of the School Board.
2. As soon as a reduction in force is seriously contemplated, the Superintendent of Schools shall notify the President of the Nottingham Paraeducators' Association.
3. In the event that the Board determines that it is necessary to conduct a layoff, they or their agent shall attempt to determine the number of possible resignations and retirements in a good faith effort to avoid potentially unnecessary layoffs.
4. The District will notify each paraprofessional chosen for layoff in writing by May 10, and additional layoffs by June 15. Employees shall be chosen for layoff in inverse order of seniority, subject to program need.
5. Employees released shall be granted priority for reestablished positions for one year. A previously employed employee who returns to a paraprofessional position shall resume employment by the School District at no less than the step occupied when the position previously held was terminated.

J. Employment

1. The District shall provide by June 1 of each year, for continuing employees only, a memorandum of agreement to reemploy, including the expected position, expected rate of pay, expected hours per day, and expected days per year. Such memorandum of agreement will specify that the School District may end the employment of a probationary employee holding that position by providing two (2) weeks written notice. A memorandum of agreement for a grant-funded position will also specify that the position is contingent upon the School District's receipt of the grant funds, as required by federal law.

2. Upon receiving a memorandum of agreement, the employee must sign and return it to the superintendent within fifteen (15) days. If an employee fails to do so, he/she will be deemed to have resigned voluntarily.
3. Once an employee returns a memorandum of agreement in accordance with the terms of this section, should the District contemplate a change in the expected assignment, the employee shall be notified at least twenty-four hours before any change is made.

K. Extra-Curricular Activities

Extra- curricular activities shall be voluntary and paraprofessionals shall be compensated according to the schedule in Appendix B in the Nottingham Teachers' Association Master Agreement.

L. Substituting

When an employee substitutes in the capacity of a teacher, the rate of pay will be the regular substitute rate or the employee's normal rate, whichever is higher.

M. Individual Memorandum of Understanding

The annual Individual Memorandum of Understanding presented to each employee and signed by the District will indicate the number of paid work days and paid holidays; and it will state, "All other terms and conditions of employment shall be governed by the Collective Bargaining Agreement".

N. Mentoring

Paraprofessionals may volunteer to mentor a fellow paraprofessional employee who is new to the District. If the REAP grant is withdrawn, the School Board will meet with the Association to negotiation the impact on paraprofessional mentoring and other work.

ARTICLE V – COMPENSATION

A. Basic Wage Schedule

The wages, steps and tracks of the members of the bargaining unit are set forth in Appendix A, which is attached to and made a part of this Agreement. Compensation will not be reduced for any employee as a result of this Agreement.

B. Placement on the Wage Schedule

1. Members of the bargaining unit shall be placed on the wage schedule at the step appropriate for educational status, certification, and years of experience, as determined by the District. Employees shall receive full credit for years worked as a paraprofessional or professional in a

public school, three-quarters credit for years worked as a paraprofessional or professional in a private school, and one half credit for years worked in a child care facility. Exceptions and other work experience shall be considered on a case-by-case basis and shall be mutually agreed by the Association and the District. No newly-hired employee will be placed at a step higher than a currently-employed employee with equivalent experience.

C. Method and Time of Wage Payment

1. Unless otherwise prohibited by law, employees will have the option of being paid according to one of the following three options:
    a. Anticipated annual wages divided by 26 which equals twenty bi-weekly checks plus a final lump sum equal to six paychecks,
    b. In twenty-one equal installments, or
    c. Full pay for hours actually worked, paid within eight days after expiration of the week in which the work is performed, in accordance with RSA 275:43.
    d. If the employee does not specify how s/he prefers to be paid, the District will use method "a." above by default.
2. The first paycheck issued during the contract year will be dispersed no more than fourteen (14) days after the first day of work. The pay day shall fall in line with the existing pay schedule of employees being paid year round.
3. Employees who have completed ten or more years of continuous service shall receive a payment of $500.00. These yearly loyalty payments will be made in one lump sum payment in the employee's first paycheck in November.
4. Employees shall be given appropriate training and equipment to work safely with assigned students. No employee shall be required to work with a student before receiving appropriate training and equipment. Add wage differential of $1/hour for employees working with students with extensive disabilities.

D. Eligibility for Step Advancement

To be eligible for step advancement an employee must work more than 91 days of the work year.

ARTICLE VI - ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Association Dues

The School Board agrees to deduct from the salaries of its' employees dues for the Nottingham Paraeducators' Association, National Education Association-New Hampshire, National Education Association as said employees individually and voluntarily authorize the School Board to deduct. Said deductions shall be made each pay period in which the employee's paycheck is large enough to satisfy the deduction. Said moneys shall be transmitted to the Nottingham Paraeducators' Association treasurer on a monthly basis.

B. Use of Building

Before the opening of school, and after the close of school, on school days, the Association shall have the right to use designated areas in the school building for meetings, provided there is no interference with any scheduled school activities. The use of such areas shall be arranged with the Principal in advance.

ARTICLE VII - FRINGE BENEFITS

A. Eligibility

Benefits under Article VII shall be provided to employees employed for 25 or more hours per week.

B. Medical Insurance

1. The District shall pay 93% of the cost of a single membership in AB20-Rx5/15/30 ("AB Plan") or a mutually-agreed equivalent plan. Employees may also choose to participate in the MTBSOS20/40/1KDED plan ("SOS Plan") with the District paying 93% of the cost of single coverage in the AB Plan toward the SOS Plan. The District shall contribute an additional $1,200 each year towards two (2) person or family coverage for those employees who enroll in said plans.

2. Employees who elect not to take health insurance, and who provide the School District with written documentation of other health insurance coverage, shall receive $1,000. Fifty percent (50%) of this amount shall be paid by December 1, and the remaining fifty percent (50%) shall be paid by June 30.

3. The District shall pay 50% of the cost toward a single membership in Delta Dental Option 1S.

C. Long Term Disability Coverage

The School District will pay the premium for a long term disability insurance program which will provide the following coverage: sixty percent (60%) of monthly salary up to $2,000.00 per month, and as otherwise provided in the current policy #LGC90051-112, dated January 1, 2005.

D. Flexible Spending Account

The District shall make available to employees an IRS Section 125 Flexible Spending Account Plan ("FSA"). Employees may voluntarily contribute by payroll deduction to the plan up to the limit allowed by law.

E. Physical Examination and Fingerprints

Whereas physical examinations and fingerprints are mandatory for employment in the School District, the Board agrees to pay the full cost of fingerprinting (if the SAU does not provide fingerprinting for free) and $50 toward the cost of said physical examination.

ARTICLE VIII – LEAVE POLICIES

Employees employed for 20 or more hours per week will be entitled to temporary leaves of absence from school with pay, each school year as follows:

A. Sick Leave:

The District shall grant each employee 10 days of sick leave per year. A doctor's note for three (3) consecutive days of absence may be required by the Superintendent or his/her designee. Employees may carry over up to sixty days of sick leave annually.

B. Personal Leave

Three personal days of leave may be used by employees each school year. A personal day is for urgent and compelling business or emergencies, and may only be used with the approval of the Principal or his or her designee. This day is not cumulative and will not be deducted from sick leave. This day may not be taken on the day before or after a vacation or holiday unless requested one (1) week prior to that day.

C. Holidays

Employees shall be granted the following paid holidays:
Thanksgiving, Birthday of Martin Luther King Jr., Christmas and Memorial Day

D. Unpaid Leave

Unpaid leave may be granted for reasons other than those stated above at the sole discretion of the Superintendent. The Superintendent's decision shall not be subject to the provisions of the grievance procedure.

E. Juror Duty

When an employee is called to jury duty, the employee shall receive full pay and benefits. It is understood that the employee shall turn over jury duty pay to the District for any days served that are also contracted work days. At the conclusion of the employee's daily period of jury duty, he/she shall return to work if such can be accomplished during the school day.

F. Bereavement Leave

Employees shall be entitled to bereavement leave up to three (3) days without loss of pay for the death in the immediate family: spouse, children of employees, children of the spouse, parents and siblings of either the employee or the employee's spouse. Employees shall be entitled to bereavement leave of one (1) day without loss of pay for the death for all other family members. Additional days leave may be granted by the Superintendent as appropriate and necessary.

G. Part Time Employees

Employees employed fewer than 20 hours per week shall receive five non-cumulative sick days, one personal day, all paid holidays, juror duty leave, and bereavement leave.

H. Family and Medical Leave.

Employees employed for at least 900 hours during the previous twelve months shall be eligible for leave under the Family and Medical Leave Act.

ARTICLE IX - PRINTING AND DISTRIBUTION OF THE AGREEMENT

A. The Association shall have the Agreement typed and printed, and the parties shall be responsible for their own costs in printing and distributing same. The Association agrees to distribute copies of this Agreement to the members of the bargaining unit. The Board agrees to distribute copies of the Agreement to the administrative and supervisory personnel in the District.

B. The District shall provide a copy of this Agreement to any employee to whom it offers employment at the same time it provides the employee with her/his individual employment agreement.

ARTICLE X - SAVINGS CLAUSE

If any provision of this Agreement is held to be contrary to law, all other provisions shall continue in force and effect. In such instance, the Board and the Association shall meet within a reasonable amount of time for the purpose of negotiating possible modifications to the Agreement.

ARTICLE XI - DURATION

1. This Agreement shall be effective as of July 1, 2019, and shall continue in full force and effect until and including June 30, 2022.

2. The District agrees to provide the Public Employee Labor Relations Board (PELRB) with a copy of this Agreement within fourteen (14) days of its execution in accordance with PUB 207.03(b).

In witness thereof, the parties hereto have caused this Agreement to be signed by their respective representatives and attested by their respective representatives.

NOTTINGHAM PARAPROFESSIONAL ASSOCIATION, NEA-NEW HAMPSHIRE

President

Witness

5/29/19

Date

NOTTINGHAM SCHOOL BOARD

Chairperson

Witness

5 June 2019

Date

Therefore, it is hereby agreed as written.

Appendix A - Wage Schedules

FY20			FY21			FY22	
2019-2020			**2020-2021**			**2021-2022**	
Step	Rate		Step	Rate		Step	Rate
1	14.35		1	14.78		1	15.23
2	14.98		2	15.43		2	15.89
3	15.68		3	16.15		3	16.64
4	16.35		4	16.84		4	17.34
5	17.04		5	17.55		5	18.08
6	17.72		6	18.25		6	18.80
7	18.41		7	18.96		7	19.53
8	19.10		8	19.67		8	20.26
9	19.79		9	20.38		9	20.99
10	20.48		10	21.09		10	21.72

Employees who do not meet the federal "Highly Qualified" standard shall be paid $2.00/hour less than the rates listed above.