

AGREEMENT BETWEEN THE
SEACOAST EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
NEA - NEW HAMPSHIRE

AND

HAMPTON FALLS, NORTH HAMPTON, SEABROOK, SOUTH HAMPTON, AND
WINNACUNNET COOPERATIVE SCHOOL DISTRICTS

JULY 1, 2020 - JUNE 30, 2024

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I	RECOGNITION AND DEFINITIONS	
	A Recognition	1
	B Definitions	1
	B-1: Definition of Employee	1
	B-2: Definition of Association	1
	B-3: Definition of Board	1
	B-4: Definition of Association Rep	1
II	NEGOTIATIONS PROCEDURE	
	A Procedure	1
	B Availability of Information-Consultants	1
	C Impasse	2
III	GRIEVANCE PROCEDURE	
	A Grievance	2
	B Initiation & Processing	2
	B-1: Level One: Principal or Immediate Supervisor	2
	B-2: Level Two: Superintendent	2
	B-3: Level Three: School Board	3
	B-4: Level Four: Arbitration	3
	B-5: Procedure for Securing Services of an Arbitrator	3
	C Cost	3
	D Personnel Files	3
	E Class Actions	4
IV	EMPLOYEE RIGHTS	
	A Right to Organize	4
	B Rights of Notice	4
	C Non-Discrimination	4
	D Access to Files	4
V	ASSOCIATION RIGHTS AND PRIVILEGES	
	A Association Representatives	4
	B Association Use of Facilities	5
	C Dues Deduction	5
	D Hold Harmless	5
	E Exclusive Rights	5
VI	WORK YEAR, WORK WEEK, WORK DAY	
	A Work Year	5
	B Lunch Period	5
	C Overtime	5
VII	EMPLOYMENT STATUS	
	A Full-Time	6
	B Part-Time	6
	C Grandfather Clause	6
	D Evaluation	6
	E Discipline	7

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
VIII	VACANCIES, TRANSFERS & PROMOTIONS	
	A Posting	7
	B Application	7
	C Hiring	7
	D Assignment/Transfer	7
	E Temporary Duty Changes	7
IX	WORK DUTIES AND COMPENSATION	
	A Definitions	8
	A-1: Educational Associate	8
	A-2: Educational Aide	8
	A-3: Educational Monitor	8
	B Substitute Teachers	8
	C Health Insurance	8
	D Life Insurance	8
	E Dental Insurance	8
	F Long Term Disability	9
	G Section 125 Flexible Benefit Plan	9
	H Professional Development	9
	I Workshop Day	9
X	SICK, PERSONAL LEAVE	
	A Sick Leave	10
	A-1: Sick Leave Bank	10
	B Personal Days	10
	C Bereavement Leave	10
	D Accumulated Leave	11
	E Leave of Absence	11
XI	MISCELLANEOUS	
	A Separability	11
	B Board Rights	11
	C Labor Management	11
XII	SALARY AND LONGEVITY	12
XIII	DURATION AND RENEWAL	13

ARTICLE I

RECOGNITION AND DEFINITIONS

A. RECOGNITION

The Hampton Falls, North Hampton, Seabrook, South Hampton, and Winnacunnet School Boards hereby recognize the certification of the Seacoast Educational Support Personnel Association, NEA-New Hampshire (SESPA) as the exclusive representative of educational support personnel as certified by the Public Employee Labor Relations Board (PELRB) on June 22, 1982. This specifically includes Teacher Aides, Health Aides, Learning Disability Tutors, Library Assistants, and Title I Tutors; except those at Sacred Heart School.

B. DEFINITIONS

B-1: Definition of Employee

Unless otherwise indicated, the term "employee" when used hereafter in this agreement shall refer to all persons eligible to be members of the above defined bargaining unit.

B-2: Definition of Association

Unless otherwise indicated, the term "Association" when used hereafter in this agreement shall refer to Seacoast Educational Support Personnel Association NEA-New Hampshire.

B-3: Definition of Board

Unless designated otherwise, the term "Board(s)" refers to the District School Board.

B-4: Definition of Association Rep

The term "Association Rep" as used in this agreement, means the Association Support Staff representative or designee.

ARTICLE II

NEGOTIATIONS PROCEDURE

A. PROCEDURE

Not later than October 1st, the parties agree to enter into negotiations in accordance with RSA 273-A in a good-faith effort to reach agreement on all matters concerning salaries, fringe benefits and working conditions. Any agreement reached shall be reduced to writing and signed by the representatives of the Hampton Falls, North Hampton, Seabrook, South Hampton, and Winnacunnet School Boards and Association.

B. AVAILABILITY OF INFORMATION-CONSULTANTS

The Hampton Falls, North Hampton, Seabrook, South Hampton, and Winnacunnet School Boards shall make available to the Association all information which the Boards are required by law to

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

C. IMPASSE

In the event of impasse, costs for the services of any third party involving per diem expenses, if any, and actual and necessary travel subsistence expenses, will be shared equally by the Hampton Falls, North Hampton, Seabrook, South Hampton, and Winnacunnet School Boards and the Association.

ARTICLE III

GRIEVANCE PROCEDURE

A. GRIEVANCE

A "Grievance" shall mean a complaint by an employee that there has been a loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of any of the provisions of this agreement. A grievance to be considered under this procedure must be initiated within fifteen (15) work days of its occurrence or fifteen (15) days of when the employee or Association shall have reasonably known of its occurrence.

An "aggrieved person" is the person or persons making the complaint.

B. INITIATION AND PROCESSING

Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure to appeal a grievance to the next step within the specified time limits shall be deemed to be the acceptance of the decision rendered at that step. An employee may request association assistance and/or representation at any level of the grievance process as is their right.

B:1 Level One: Principal or Immediate Supervisor

Any employee who has a grievance shall discuss it first with his/her immediate supervisor, if applicable, in an attempt to resolve the matter informally at that level. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee, the grievance shall be set forth in writing within five (5) school days to the principal or the immediate supervisor specifying: (1) the nature of the grievance and the date of occurrence, the articles alleged to have been violated; (2) the nature and extent of the injury, loss or inconvenience; and (3) dissatisfaction with decisions previously rendered. The principal or immediate supervisor shall communicate his/her decision in writing to the employee and Association within three (3) school days of receipt of the written grievance.

B-2: Level Two: Superintendent

If the employee is not satisfied with the decision rendered at Level One. The employee, not later than five (5) school days after receipt of the principal's or immediate supervisor's decision, may appeal the decision to the Superintendent of Schools. This appeal must be made in writing, reciting the matter submitted to the principal or immediate supervisor, attaching both the written grievance and the written decision of the principal or immediate supervisor and detailing his/her dissatisfaction with the 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 his/her decision in writing to the employee, the Association, principal or immediate supervisor if applicable, within seven (7) school days.

B-3: Level Three: School Board

If the grievance is not resolved to the employee's satisfaction at Level Two, he/she no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing directed to the Superintendent of Schools and shall include a statement by the grievant whether he/she requests a hearing on the grievance. The Superintendent of Schools shall attach all related papers and forward the request to the Board. The Board, or a Committee thereof, shall review the grievance and shall, at the option of the Board, or upon request of the grievant, hold a hearing with the employee and render a decision in writing directed to the grievant and the Association within twenty (20) calendar days of receipt of the grievance by the Board, or of the hearing with the employee, whichever comes later.

B-4: Level Four: Arbitration

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, and he/she wishes review by a third party, he/she shall so notify the Association within five (5) school 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 through the Superintendent within fifteen (15) school days of receipt of the Board's decision. Either party may initiate the request for arbitration by submitting the grievance to the American Arbitration Association, according to their rules, within twenty (20) school days of the Board's decision. No matter shall be considered a proper subject for arbitration or be subject to the arbitration provision set forth herein if it pertains 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 bylaw of the Board 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.

B-5: Procedure for Securing the Services of an Arbitrator

A request shall be made to the American Arbitration Association consistent with its rules for appointment of an arbitrator whose findings and decision shall be final and binding. The hearing before the arbitrator will be held within thirty (30) calendar days. The arbitrator shall be limited to the issues submitted to him/her and shall consider nothing else. The arbitrator may add nothing to nor subtract anything from the Agreement between the parties. The findings of the arbitrators shall be final and binding on both parties.

C. COST

The fees and expenses of the arbitrator shall be shared equally by the parties.

D. PERSONNEL FILES

All documents, communications and records dealing with the processing of a grievance may be filed, provided however, that such documents, communications and records shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) be alluded to in any communication between the administration and said prospective employer. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

E. CLASS ACTIONS

When the parties agree that there is a class action grievance, which involves more than one employee in the school district, it may be submitted directly to level two of the grievance procedure.

ARTICLE IV

EMPLOYEE RIGHTS

A. RIGHT TO ORGANIZE

Pursuant to RSA 273-A, the Board agrees that employees of the Board have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations.

B. RIGHTS OF NOTICE

Whenever any employee is required to appear before an administrator or supervisor, Board, or any committee or member thereof concerning discipline, working conditions, or any matter which could adversely affect the continuation of that employee in his/her position of employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reason for such meeting or interview and shall be entitled to have a representative(s) of the Association present for advice and representation during such meeting or interview.

C. NON-DISCRIMINATION

The Board agrees that it will not discriminate against employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex or marital status.

No employees shall be prevented from wearing pins that identify them as members in the Association or its affiliates.

D. ACCESS TO FILES

An employee shall have the right to review the contents of all files pertaining to him/her and to have a representative of the Association accompany him/her in such review. Other examinations of an employee's file shall be limited to qualified supervisory personnel. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

No material will be placed in the employee's file unless the employee has had the opportunity to review it. Complaints against the employee shall be put in writing. The employee may submit a written notation regarding any material, including complaints and the same shall be attached to the file copy of the material in question.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. ASSOCIATION REPRESENTATIVES

When negotiations or grievance procedure meetings are mutually scheduled by the parties, a reasonable number of representatives of the Association shall be released from work with no loss of regular pay or benefits.

Representatives of the Association shall be permitted to transact official Association business in school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

The Association shall be entitled to have one (1) member released without loss of pay to attend the NEA-NH Assembly of Delegates one (1) day each school year.

B. ASSOCIATION USE OF FACILITIES

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings.

The Association shall have the right to use school facilities, technology and equipment, at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

The Association shall have the right to use the inter-school mail facilities and school mailboxes as it deems necessary and without the approval of the building principals or other members of the administration.

C. DUES DEDUCTION

The Board agrees to deduct from the salaries of its employees dues for the Association and its affiliates, as said employees individually and voluntarily authorize the employer to deduct and transmit the monies to the Association. Such dues shall be deducted in equal payments over the course of the school year.

D. HOLD HARMLESS

The Association agrees to hold the Board harmless against any and all claims, suits or other forms of liability, which may arise out of or by reason of action by the Board for the purpose of complying with this dues deduction.

E. EXCLUSIVE RIGHTS

The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the employees.

ARTICLE VI

WORK YEAR, WORK WEEK, WORK DAY

A. WORK YEAR

The school calendar will be set by the Board.

B. LUNCH PERIOD

All employees working 35 or more hours per week will be entitled to paid, duty-free lunch period of at least 20 minutes. For part time employees refer to Article VII.

C. OVERTIME

Any employee assigned to work more than forty (40) hours per week shall be paid at the rate of one and one half (1 1/2) times the employee's normal hourly rate for hours in excess of forty (40).

D. WORK PERIOD

Employees shall have one (1) thirty (30) minute paid period per week for completing of paperwork, meeting with case managers or teachers, or other activities as assigned by the employee's supervisor.

E. MEETINGS

Employee's responsibilities will include attending one staff or department meeting to be assigned by the principal or immediate supervisor, per month after regular school hours. The administration will distribute the schedule of meeting dates at the beginning of the school year. The duration of each such meeting will not exceed 60 minutes. Employees will be compensated at their hourly pay rate for attending such meetings.

ARTICLE VII

EMPLOYMENT STATUS

A. FULL-TIME - 35 hours or more per week

Any employee hired to work 35 hours or more per week for the school year. Employee will be eligible for bereavement leave, sick leave, longevity, professional development, life insurance, health and dental insurance per negotiated agreement, enrollment in the NH Retirement System, long term disability per negotiated agreement, paid holidays as set forth in Article 10, Section F, and a paid duty free lunch period as stated in Article VI-B.

B. PART-TIME

- 1.) **15 - 24.9 hours per week** - Any employee working 15-24.9 hours per week will be eligible for bereavement leave, longevity, and professional development. A paid, duty free lunch period of at least twenty (20) minutes shall be provided if the day's work period is a minimum of five hours.
- 2.) **25 - 29.9 hours per week** - Any employee working 25-29.9 hours per week will be eligible for bereavement leave, longevity, professional development, long term disability per the negotiated agreement. A paid, duty free lunch period of at least twenty (20) minutes shall be provided if the day's work period is a minimum of five hours. Sick leave will be granted per Article X, Section A.
- 3.) **30 - 34.9 hours per week** - An employee working 30-34.9 hours per week will be eligible for bereavement leave, sick leave, longevity, professional development, paid holidays as set forth in Article 10, Section F, health insurance, life insurance, long term disability per the negotiated agreement. A paid, duty free lunch period of at least twenty (20) minutes shall be provided if the day's work period is a minimum of five hours.

C. GRANDFATHER CLAUSE

As of July 1, 2002, employees who have been working 30 - 34.9 hours per week will retain eligibility for benefits, as defined in the previous contract for full time employees, for the remainder of their employment with the District, as long as they work at least 30 hours per week.

D. EVALUATION

An evaluation of the employee will be completed annually based on the evaluation process implemented in the 2018-19 school year. Upon full ratification of this contract, a joint committee of Administrators and Paraprofessionals will meet at least once annually, no later than December 1st to review and/or modify the evaluation process.

The committee shall consist of no more than three (3) Administrators and three (3) Association appointed paraprofessionals. This committee shall be a standing committee so that any issues arising with the evaluation process, can be brought to the committee and resolved.

Any and all evaluations shall be in writing with photocopy of same provided to the employee within three (3) calendar days of its completion.

E. DISCIPLINE:

An employee called to a meeting at which disciplinary action against, an employee is contemplated, may upon the employee's request, have an Association Representative present and shall be given the opportunity to contact such a representative. All suspensions and discharges must be stated in writing with the reasons stated and a copy given to the employee at the time of suspension or discharge.

ARTICLE VIII

VACANCIES, TRANSFERS AND PROMOTIONS

A. POSTING

A vacancy shall be defined as a newly created position, a present position that is not filled, or a part-time position that is changed to a full-time position. All vacancies shall be posted in a conspicuous place in each building of the District and in the SAU #21 Office for a period of fourteen (14) calendar days. Job postings during the school year and summer shall be e-mailed to the Association President when posted.

B. APPLICATION

Interested employees may apply in writing to the Superintendent, or designee, within the fourteen (14) day posting period. The Board shall post vacancy notices in the SAU building during the summer.

C. HIRING

Vacancies shall be filled by the most qualified applicant as determined by the building principal. Applicants shall be subject to qualifications as determined by the job posting. Current qualified employees will be given an interview for jobs posted within the District. Work agreements will be distributed to all employees by June 1st and will be returned to the Superintendent by June 15th. Tentative job assignments will be provided to all employees by July 1st.

D. ASSIGNMENT/TRANSFER

In the event of a change of assignment or transfer, the employee involved shall be notified at the earliest possible time; however, every effort shall be made to avoid assignment changes after July 1st. In the event of a change of assignment or transfer and upon the request of the employee, a consultation with the principal shall be held. If the employee is dissatisfied with the Principal's

decision, he/she may appeal within five (5) school days to the Superintendent and a decision will be made within five (5) school days. If the employee is dissatisfied with the Superintendent's decision, he/she may appeal to the school board within five (5) school days and a decision will be made within ten (10) school days.

E. TEMPORARY DUTY CHANGES

Any employee assigned by a Supervisor to temporarily assume duties of a higher paid employee within the unit, will after three (3) days in any pay period, be paid the higher rate for those duties. An employee's pay rate shall not be reduced as a result of any temporary changes in duties.

ARTICLE IX

WORK DUTIES AND COMPENSATION

A. DEFINITIONS

a. Educational Associate (Category A)

Employees who work under the direction of a teacher to instruct or tutor students in a school setting and/ or provide library services.

B. SUBSTITUTE TEACHERS

Any employee who substitutes for a teacher for half a teacher's day or more in any day will be paid the substitute rate for those hours, if higher, instead of the regular hourly rate. Those employees who make any more than the current substitute teacher pay will receive an additional \$30.00 per day.

C. HEALTH INSURANCE

a. Full-Time employees and part time employees who work 30-34.9 hours per week

The District shall provide coverage to full-time and part time employees who work 30-34.9 hours per week the Anthem MTBSOS Plan with RX Plan (R10/25/40M10/40/70). The percentage of the premium paid by the Board for single medical insurance coverage for full time and part time employees who work 30-34.9 hours per week is 0% in 2020-21, 40% in 2021-22, 60% in 2022-23, and 80% in 2023-24. The employee's yearly cost of the plan shall be prorated equally across twenty-one (21) bi-weekly pay periods. All new employees eligible for insurance will be on a sixty (60) day (calendar) probation period before insurance is provided. The Board agrees, to the extent allowed by the insurance carrier, to enable employees who are part time to enroll in the medical plan available to the Association by paying the full cost of the plan.

Any 35 hour full-time employees who opted into health insurance in 2019-20 will be grandfathered to participate in the Anthem HMO, MTB Plan with RX Plan (R10/25/40M10/40/70) or the Anthem MTBSOS Plan with RX Plan (R10/25/40M10/40/70). The percentage of the premium paid by the Board for single, two person or family medical insurance coverage for grandfathered full time employees is 85%.

If the excise tax under the Affordable Care Act (currently 26 U.S.C. § 49BOI) is still in effect to be assessed after January 1, 2022, then the parties agree to reopen negotiations on or about July 1, 2021. The purpose and scope of these negotiations shall be limited to health insurance and salaries in order to avoid excise tax under the Affordable Care Act. If the parties do not reach agreement in the reopened negotiations, the Boards may change the Anthem HMO, MTB plan to a less costly HMO plan to avoid excise tax under the Affordable Care Act. If during the course of

the reopened negotiations or after their conclusion, the implementation of the excise tax is delayed beyond expiration of this Agreement or is repealed, then the Association and the Boards agree to revert to the contract language in place prior to July 1, 2021.

D. LIFE INSURANCE

The Board shall provide, at its expense, a \$20,000 group life insurance policy for each employee working a minimum of thirty (30) hours. All new employees eligible for insurance will be on a 60 day (calendar) probation period before insurance is provided.

E. DENTAL INSURANCE

The Board shall provide 75% of the premium payment for a single membership or 50% of the premium payment for two person/family membership in a dental insurance program providing benefits equivalent to those in place as of September 1986. This dental benefit shall be provided to all employees working full time. All new employees eligible for insurance will be on a 60 day (calendar) probation period before insurance is provided.

The employee's yearly cost of the plan shall be prorated equally across twenty-one (21) bi-weekly pay periods.

F. LONG TERM DISABILITY

The Board shall provide to full time employees and part time employees as stated in the negotiated agreement, a long term disability policy at 100% cost to the Employer. The benefit will provide 60% of an employee's salary, upon a 90 day waiting period and an approved claim. All new employees eligible for insurance will be on a 60 day (calendar) probation period before insurance is provided.

G. SECTION 125 FLEXIBLE BENEFIT PLAN

Premium Conversion - Payments made by employees for their share of insurance premiums shall be taken from gross wages before tax rather than net wages after tax.

Health or Dependent Care Reimbursement Plan(s) - If an employee elects to participate, pay reductions will be taken in equal installments until the designated maximum amount for the plan year has been reached.

H. PROFESSIONAL DEVELOPMENT

Each employee is eligible to receive up to \$600.00 per year toward approved professional development activities. The Employee shall have the option to participate in professional development and education either on line, at an institutional of higher education or participate in an already scheduled teacher professional development day if the subject matter is relevant to paraprofessional work and is consistent with the goals of the School Board and approval by the Superintendent. Each local School District shall pay the employee their contracted hourly wage if the employee is attending the already scheduled teacher professional day at the school, or reimburse the tuition for approved course(s)/professional development up to \$600.00 upon completion. The Superintendent or his or her designee must approve the course(s)/professional development in advance of enrollment. Employees earning credit during the spring and summer shall be reimbursed in September only if they continue in the employ of the District and in the event the course is graded and evidence of a grade of "B" or better has reached the Superintendent by September 15th. After September 15th, payment will be made within thirty (30) days of receipt of such evidence. Employees earning credit during the fall shall be reimbursed

within forty-five (45) days of submission of evidence of receiving a grade of “B” or better to the Superintendent.

I. Professional Development Leave

Each employee will be allowed one paid day per school year to attend an approved workshop, conference or other activity which will contribute directly to the employee’s current position with the district, provided that such professional leave has prior approval of the Superintendent of Schools or his designee. The day will not be considered a personal day. Any cost of approved workshops shall be subject to the provisions of Article IX H.

ARTICLE X

SICK/PERSONAL LEAVE

A. SICK LEAVE

Full time employees and part time employees who work 30-34.9 hours per week shall be credited with twelve (12) sick days at the beginning of the school year. If unused, ten (10) of these days shall be rolled over for use in the following year and accumulate up to forty five (45) days. Employees with more than eight (8) years of service in a district can accumulate up to - ninety (90) days.

Part time employees who work 25-29.9 hours per week shall be credited with five (5) sick days at the beginning of the school year. If unused, five (5) of these days shall be rolled over for use in the following year and accumulate up to eighteen (18) days. Employees with more than eight (8) years of service in a district can accumulate up to forty (40) days.

A-1 SICK LEAVE BANK

Each employee in the district may donate up to three (3) days of accumulated sick leave each year as needed (new employees in September). Each district's bank shall be allowed to accumulate thirty (30) days plus one day for each full-time equivalent employee, up to a maximum of sixty (60) days. Any employee within the district may withdraw up to a maximum total of thirty (30) days a year from the sick bank on the following basis: (1) his/her accumulated leave has been used up, (2) he/she has contributed one (1) to three (3) days each year, and (3) he/she has been involved in a major operation or a serious and prolonged illness. Applications for use of the sick leave bank shall be made to an Association-designated committee of employees for approval and then submitted to the building Principal. The Association committee shall establish a sick bank approval protocol. The School Administrative Unit No. 21 office will administer approved applications for sick leave. For employees who take maternity leave, sick bank leave will be available in accordance with this section only for those periods of time that the employee is disabled.

B. PERSONAL DAYS

Full time employees and part time employees who work 30-34.9 hours per week shall be entitled to two (2) paid personal leave days per year. Personal leave may be taken for personal business that cannot be conducted outside school hours, subject to the principal’s approval. Personal leave days may not be used to extend a vacation or holiday and must be requested and approved in advance. Personal leave may not be accumulated and carried over year-to- year.

Part time employees who work 25-29.9 hours per week shall be entitled to one (1) paid personal leave day per year. Personal leave may be taken for personal business that cannot be conducted outside school hours, subject to the principal’s approval. Personal leave days may not be used to extend a vacation or holiday and must be requested and approved in advance. Personal leave may not be accumulated and carried over year-to- year.

Limitations on personal leave: Unless waived by the Superintendent or the Superintendent's designee, the maximum number of individuals covered under the collective bargaining agreement in a school who may take personal leave on the same day during the months of May and June is 1 at each of Winnacunnet High School, Lincoln Ackerman School in Hampton Falls, North Hampton School, Seabrook Middle School, Seabrook Elementary School; and Barnard School in South Hampton.

C. BEREAVEMENT LEAVE

With prior notice to the building principal, three (3) days shall be given in the event of death in the immediate family. "Immediate family" shall mean husband, wife, son, daughter, mother, father, sibling, mother-in-law, father-in-law, grandmother, grandfather, aunt, uncle, niece, nephew or any other relative living in the home of the employee or for whom the employee provides support. If the employee has used all available personal days and with prior approval from the building principal, an additional (2) days of funeral leave may be granted due to the specific circumstances at the time of death in the immediate family. An employee may be granted three (3) days for bereavement leave for the death of a person who is not in the employee's immediate family, with prior approval from the building principal.

D. ACCUMULATED LEAVE

For those employees working in the school district in 1986-87 all accumulated leave shall be retained and carried over.

E. LEAVE OF ABSENCE

Employees who have been employed in the District for two (2) or more years may request and the Employer may grant an extended leave of absence for up to one (1) year for the following reasons: medical disability, child rearing, family medical leave. Such requests shall be made through the Building Principal and upon recommendation of the Superintendent of Schools to the School Board shall not be unreasonably denied. The employee may continue to access the District's insurance benefits at his/her own expense during the approved leave of absence.

F. Holidays

Full-time employees and part-time employees who work 30-34.9 hours per week per week shall be entitled to four (4) paid holidays each school year.

G. Leave Abuse

An employee may be disciplined per Article VII (E) if the Superintendent finds that the employee has misused sick leave or has used more sick leave than they have accrued, without the Boards approval.

Attendance is a relevant factor in assessing employee performance. The administration has the discretion to require appropriate documentation when abuse is suspected and/or upon an apparent pattern of sick leave abuse. If the Employer suspects that sick leave is being used for other purposes, or whenever there appears to be a pattern of absences that the administration believes warrants further investigation, the employee(s) suspected shall be notified in writing that an investigation regarding the usage is being conducted. Examples of such patterns include, but are not limited to, high absenteeism on Mondays and/or Fridays, and absences immediately before or after vacations or holidays. Employees may be subject to discipline if they utilize sick leave in a manner that evidences misuse, even if the amount of sick leave used is within the limits permitted under the collective bargaining agreement.

ARTICLE XI**MISCELLANEOUS****A. SEPARABILITY**

If any provisions of this Agreement or any application of this Agreement to any employees or group of employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall remain in full force and effect.

B. BOARD RIGHTS

The Board, subject only to the language to this Agreement, reserves the right 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. In a bona fide emergency affecting the health, safety, or welfare of the students of the school, the Board may take whatever actions it deems necessary to carry out the mission of the school district in said emergency.

The parties understand that the Board may not lawfully delegate the power or authority which by law is vested in it or 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 the power or authority of either.

C. LABOR MANAGEMENT

The parties will meet at least four (4) times per year at mutually convenient times with the Superintendent of Schools to consider employment conditions and the operation of this agreement. The committee will include at least two paraprofessionals and the Superintendent of Schools. The purpose of these meetings is to improve communications between the employees and the administration

ARTICLE XII**Salary and Longevity 2020-21 Schedule**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
15.39	15.77	16.14	16.52	16.90	17.23	17.58	17.89	18.22	18.49

Longevity:

Beginning with the 8th year of service to the district the employee will be eligible to receive \$1,250
 Beginning with the 12th year of service to the district the employee will be eligible to receive \$1,400
 Beginning with the 16th year of service to the district the employee will be eligible to receive \$1,600
 Beginning with the 20th year of service to the district the employee will be eligible to receive \$1,800

Salary and Longevity 2021-22 Schedule

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
15.54	15.93	16.31	16.69	17.07	17.40	17.75	18.07	18.41	18.68	19.03

Longevity:

Beginning with the 8th year of service to the district the employee will be eligible to receive \$1,250
 Beginning with the 12th year of service to the district the employee will be eligible to receive \$1,400
 Beginning with the 16th year of service to the district the employee will be eligible to receive \$1,600
 Beginning with the 20th year of service to the district the employee will be eligible to receive \$1,800

Salary and Longevity 2022-23 Schedule

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
15.69	16.09	16.47	16.86	17.24	17.58	17.93	18.25	18.59	18.86	19.22

Longevity:

Beginning with the 8th year of service to the district the employee will be eligible to receive \$1,250
 Beginning with the 12th year of service to the district the employee will be eligible to receive \$1,400
 Beginning with the 16th year of service to the district the employee will be eligible to receive \$1,600
 Beginning with the 20th year of service to the district the employee will be eligible to receive \$1,800

Salary and Longevity 2023-24 Schedule

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
15.85	16.25	16.63	17.02	17.41	17.75	18.11	18.43	18.78	19.05	19.41

Longevity:

Beginning with the 8th year of service to the district the employee will be eligible to receive \$1,250
 Beginning with the 12th year of service to the district the employee will be eligible to receive \$1,400
 Beginning with the 16th year of service to the district the employee will be eligible to receive \$1,600
 Beginning with the 20th year of service to the district the employee will be eligible to receive \$1,800


ARTICLE XIII

DURATION AND RENEWAL

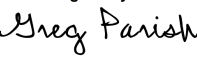
The provisions of this Agreement will be effective for a period of four (4) years as of July 1, 2020, except as otherwise herein provided, and will continue and remain in full force and effect until June 30, 2024. The terms and conditions of this Agreement shall not be superseded by the terms of individual contracts. In witness whereof the parties hereto have caused this Agreement to be signed by their respective President (for SESPA) and by their Chairpersons (for the Hampton Falls, North Hampton, Seabrook, South Hampton, and Winnacunnet Cooperative School Districts).

Either the Boards or SESPA may reopen negotiations on health insurance and salaries if they deem it desirable to do so to avoid penalties under the Affordable Care Act.

FOR THE SEACOAST EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION:

DocuSigned by:

 0D0874DF4004468
 President, SESPA

FOR THE SCHOOL DISTRICTS:

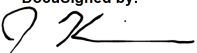
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