

# Collective Bargaining Agreement

Between

KEARSARGE REGIONAL SCHOOL BOARD

And

PARA EDUCATORS AT KEARSARGE

(PEAK)

**2023-2026**

*Ratified by Kearsarge School Board 10/26/22 & PEAK 9/27/22*

*Approved by the Voters **date**  
(on March 2023 ballot)*

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## **PREAMBLE**

This Agreement entered into as of October 3, 2019 by and between the Kearsarge Regional School Board, (hereinafter called the “Board”), and the Para-Educators at Kearsarge (P.E.A.K.) affiliated with NEA-New Hampshire and the National Education Association, (hereinafter called the “Union” or “Association”).

## **ARTICLE 1 – RECOGNITION**

- 1.1 For the purpose of collective bargaining negotiations, the Board recognizes the Association as the exclusive representative of all bargaining unit employees employed by the Kearsarge Regional School District.
- 1.2 The term “Employee” shall include any individual employed by the Board who is classified as: All Full-time and regular part-time Para Educators; to include positions previously referred to as instruction, inclusion special education and media service; and

All full-time and regular part-time Speech Language Assistants (SLA); and  
All full-time and regular part-time Certified Occupational Therapy Assistants (COTA); and  
All full-time and regular part-time Certified Nurse Assistants (CNA)/Licensed Nurse Assistants (LNA).  
And full-time and regular part-time Registered Behavior Technicians (RBT); and  
And full-time and regular part-time Intensive Needs Para Educators.

The term does not include Title 1, custodial, clerical, as well as all other district employees.

## **ARTICLE 2 - PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT**

- 2.1. Initiation of Negotiations - Either party desiring to bargain shall serve written notice of its intention on the other party on or before May 1 of the year before the expiration of this agreement. Negotiations shall be conducted in accordance with RSA 273-A.
- 2.2. Scope of Negotiations - During negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. The Board and the Association will make available to one another for inspection all pertinent non-confidential records, dates, and information used in developing proposals. 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.
- 2.3. A copy of any agreement reached hereunder will be filed by the Board with the PLERB within fourteen (14) days of its execution.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.1 The School Board, subject only to the express 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 employees; (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 of the express terms of this Agreement; (e) to maintain the efficiency of government operations; (f) to relieve employees from duties because of lack of work or for other reasons; (g) to

determine the methods, means and personnel by which operations are to be conducted; (h) to contract with companies or agencies for services to be provided by employees of those companies or agencies, including services that otherwise might be performed by bargaining unit employees; and (i) to take actions as may be necessary to carry out the mission of the District in emergencies.

- 3.2 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 the 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.
- 3.3 As to every matter not covered by this Agreement, and except as expressly or directly modified by clear language of a specific provision in this Agreement, the School Board and the Superintendent retain exclusively to themselves all rights and powers that now or may hereafter be granted by law and shall exercise the same without such exercise being the subject of a grievance or arbitration.

#### **ARTICLE 4 – ASSOCIATION RIGHTS**

- 4.1 The Association will have the right to use school buildings at reasonable times, without cost, for meetings. Notice for the use of buildings will be made to the Building Principal in advance and subject to administrative approval. Such approval shall not be unreasonably withheld. Representatives of the Association shall have the right to transact business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations and/or with instructional activities.
- 4.2 The Association will, upon request, be given an opportunity at the August and June SAU wide meetings to present brief reports and announcements.
- 4.3 The Association will have the right to post notices of its activities and matters of employee concern in employee work locations and shall have the use of the employee mail box system, e-mail service, and intra school mail system. The e-mail service use shall be subject to and consistent with any and all school internet and electronic device policies.
- 4.4 The Association may use school equipment normally used by employees for Association activities. However, expendable material such as paper products will be at the expense of the Association.
- 4.5 The District agrees to deduct membership dues for the Para-Educators at Kearsarge, NEA/NH, from the wages of bargaining unit employees, in equal installments, provided the employee has authorized such deduction. The Association will provide the list of participants on September 15<sup>th</sup> and a complete and final list of their participants by November 1<sup>st</sup> and revisions to that list shall be submitted on the closest business day to January 5<sup>th</sup> and April 1<sup>st</sup>. The Association will keep the District informed of the correct name and address of the Association Treasurer and will certify to the District, in writing, the current rate of its membership dues. The district will forward said dues to the Association Treasurer.
- 4.6 The District will provide to the Association on the closest business day to September 1<sup>st</sup>, October 15<sup>th</sup>, January 15<sup>th</sup>, and March 1<sup>st</sup> a list of all bargaining unit employees. If the district fails to provide the list as agreed, the Association will file a request in writing for the information. The district will respond in a timely fashion.

## ARTICLE 5 - EMPLOYEE RIGHTS

### 5.1 Rights of Employment

This contract shall be construed and interpreted to comply with existing state and federal laws or other applicable regulations as they apply to both the employee and the employer.

### 5.2 Employee Discipline

It is the intent of the school district to normally use progressive discipline whose goal is to correct and modify behavior rather than punish. Normally discipline will proceed through the following steps depending upon the nature and severity of the infraction: oral warning, written warning, suspension without pay, and discharge. The parties agree that discipline shall be appropriate to the infraction, and will include a course of correction as determined appropriate by management. No employee will be discharged or reduced in compensation without due process. Due process defined: "No employee shall be discharged, suspended, disciplined, reprimanded, warned, reduced in rank or compensation or deprived of any employment advantage without supportive statement of facts. All information forming the basis for disciplinary action will be made available to the employee."

5.2.1. If an employee is returned to work after a suspension pending an investigation under this section, and upon finding no wrong doing, all District files shall be expunged of any material related to the suspension which is adverse to the employee's interests and shall not be used in an evaluation.

5.3 Subject to the language of this Agreement, the decision whether to suspend or discharge an employee shall rest with the Superintendent or his/her designee.

### 5.4 Non-Discrimination

The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees, or in the application or administration of the Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, sexual orientation, disability, handicap, age, genetic information, membership, and/or activity in the Association

### 5.5 Individual Contracts

Individual contracts shall be issued annually no later than ~~June 30<sup>th</sup>~~ **the last day of school, per RSA 189:14-H** each year and shall include at least the following information: the employee's expected position, track and step, longevity (years/payment if any), hours per day, days per year, total per hour amount and pay period. Job descriptions will be available at the SAU offices and may be accessible on line. Any individual contract between the District and any individual employee, hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, it shall be considered invalid and this Agreement shall be controlling (stipend positions, e.g. coaching, are not covered by or subject to this agreement).

5.5.1 Para Educators will be hired at step determined by the administration appropriate to their qualifications.

5.6 Performance Evaluation

Employees will have at least one written evaluation annually conducted by their building principal or other administrator in consultation with their immediate supervisor. Employees will be given the opportunity to discuss the evaluation with a designated administrator and will acknowledge receipt of the evaluation. The employee will have the opportunity to submit a response to the evaluation.

5.7 Retirement

All employees who work 35 or more hours a week on a regularly scheduled basis and meet the minimum eligibility as a non-teacher for membership in the New Hampshire Retirement System (NHRS) shall be enrolled in the NHRS.

5.8 Employees that retire from Kearsarge Regional School District/ SAU #65 and who have attained the age of 58 will be entitled to the following retirement bonus:

10-14 years with the District	\$100 per year of service
15-19 years with the District	\$125 per year of service
20+ years with the District	\$150 per year of service

The bonus will be paid out with the retiring employee's last payroll check.

Employees that are hired prior to June 30, 2010 will be eligible to receive this benefit upon retirement. If a "grandfathered" employee leaves the district, they revoke their eligibility for this benefit; this applies even in cases where that employee subsequently is rehired by the district. Employees, in order to receive this benefit, must notify the school district in writing on or prior to November 1<sup>st</sup> of the fiscal year they plan to retire. For example, if an employee plans to retire on June 30, 2011, he/she must notify the school district by November 1, 2010. Employees, who notify and don't retire, revoke their eligibility for this benefit. The Board may make an exception to the loss of eligibility based on hardship.

5.9 Certification or Licensing

In the event the District requires as a condition of employment currently employed assistants to be certified by the New Hampshire Department of Education, the District agrees to pay fees associated with the initial certification to the Department of Education.

**ARTICLE 6 – GRIEVANCE PROCEDURE**

6.1 Definition

A "grievance" is a claim by the Association for the employee or itself based upon an allegation that there has been a violation of any of the provisions of this Agreement. An "aggrieved employee" is the person or persons making the claim. All time limits specified in this Article shall mean school days, excluding holidays and Sundays.

6.2 Purpose

The parties acknowledge that it is more desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not

satisfactorily settled in an informal way shall be reduced to writing and referred to the following grievance procedure.

### 6.3 Right to Representation

An employee covered by this Agreement shall have the right to have an Association representative present at any time. Once a grievance is reduced to writing, the Association shall have the right to be present and to present its position at all meetings concerning said grievance, and shall receive a copy of all decisions rendered.

### 6.4 Formal Procedure

1. A grievance, to be considered under this procedure, must be initiated by the employee twenty-five (25) school days from the time when the aggrieved knew or should have known of its occurrence.
2. The time periods specified in this procedure may be extended by mutual written agreement of the parties. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the Association to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. During summer break, except in the month of July, school days shall be defined as Monday through Friday excluding holidays. If the grievance is within fifteen (15) school days of the end of the school year, then the grievant may file a grievance by September 7 of the following school year.

#### 3. Level One – Principal or Immediate Supervisor

- a) An 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.
- b) If, as a result of the discussion, the matter is not resolved to the satisfaction of the Association within five (5) school days, the association shall set forth the grievance in writing to the principal or immediate supervisor, specifying:
  - 1) the nature of the grievance and date of occurrence
  - 2) the nature and extent of injury, loss, or inconvenience, the results of previous discussions, and
  - 3) the Association's dissatisfaction with decisions previously rendered.

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

#### 4. Level Two – Superintendent or Superintendent's Designee

The Association, no later than ten (10) school days after receipt of the principal's or immediate supervisor's decision, may appeal the decision to the Superintendent or designee. This appeal must be in writing and must include copies of all written materials exchanged in Level One and a statement of dissatisfaction with the decision rendered. The Superintendent or designee shall meet with the employee to attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days after receipt of the Association's grievance. The Superintendent or

designee shall communicate his/her decision in writing to the employee and principal or immediate supervisor within ten (10) school days.

#### 5. Level Three – School Board

If the Association is not satisfied by the resolution at Level Two, it has ten (10) school days after receipt of the Level Two decision to request a review by the School Board. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the School Board. The School 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 Association within twenty (20) school days and render a decision in writing within ten (10) school days of the receipt of the grievance by the School Board, or if the hearing with the employee, whichever comes later. The hearing will be held in nonpublic session consistent with the NH RSA 91-A

#### 6. Level Four – Arbitration

If the Association determines the matter should be arbitrated, it shall, in writing, so advise the Board through the Superintendent within ten (10) school days of the receipt of the Board's decision.

6.5 The following procedure shall be used to secure the services of an arbitrator:

- a) The parties will attempt to agree upon a mutually satisfactory third party to serve as an arbitrator. If no agreement is reached within ten (10) school days following receipt of the request for arbitration, either party may request the American Arbitration Association, pursuant to its rules, to submit to the Association and the superintendent rosters of persons qualified to function as an arbitrator.
- b) The arbitrator shall limit himself/herself to the issues submitted and shall consider nothing else. He 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.
- c) The cost for the services of the arbitrator, including per diem expenses, actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the School District and the Association.

6.6 The arbitrator's decision shall be binding on both parties. The arbitrator shall issue his recommendations for settlement of the grievance to the District and the Association within thirty (30) calendar days after close of the arbitrator's hearing.

6.7 Grievance(s) of a general nature, or involving the Superintendent, may be submitted by the Association to Level Two.

6.8 All documents, communications and records specifically dealing with the processing of a grievance may be filed, but must be filed separately from the personnel files of the participants and shall not be forwarded or referred to in communication with any prospective employer. If a disciplinary action results in a grievance, that action and related documentation may be part of the personnel file exclusive of the grievance.



## ARTICLE 7 – PERSONNEL MATTERS

- 7.1 Verbal or written complaints regarding an employee made to any member of the Administration by any parent, student or other person which is to be placed in any personnel file or which may be used to evaluate or discipline an employee shall be promptly investigated. The employee shall be given prompt notice of such complaint and shall be given the opportunity to respond to the complaint. Unsubstantiated complaints shall not be placed in an employee's file.
- 7.2 Each employee shall be entitled to access to his/her personnel file. This review shall take place during an agreed upon time; requests to examine the file need to be made to the Superintendent or his/her designee at least 24 hours prior and shall not be unreasonably withheld. The employee may, if he/she wishes, have a representative of the Association accompany him/her during such review.
- 7.3 The employee shall have the right to make a response to any material contained in his/her personnel file and such response shall be made a part of said employee's file. Reproductions of such material may be made by hand or copying machine, if available.
- 7.4 No disciplinary material will be placed in an employee's personnel file without written or electronic notification to the employee.
- 7.5 The Board agrees to maintain, as part of its general policy manual, job descriptions for members of the bargaining unit; said policy manual to be made available to each member of the bargaining unit and any new employee. Whenever the District contemplates any changes in job description, the District will notify the Association on the planned action and convene the Job Description Team per the Memorandum of Understanding included in Exhibit 1.

## ARTICLE 8 – WORK DAYS AND WORK HOURS

### 8.1 School Calendar

The contract is one hundred ninety-four (194) days: 180 days of instruction, nine (9) holidays and five (5) professional **development** days of which four (4) will be mandatory district prescribed days. ~~One of the \*five (5) professional days can be divided among three (3) two-hour and fifteen-minute sessions held during the school year.~~ Intensive Need Para Educators will be contracted for one hundred ninety-six (196) days: all above days plus the day before school begins and the day after school ends.

**Regardless of classification, schedule, or hours worked, the mandatory professional development days are mandatory for all bargaining unit members. By way of example, a Para Educator who typically works four (4) hours a day, shall be present and paid for all 6.8 hours of any professional development day.**

\*Two days will be paid in accordance to section 8.5

- 8.2 School term employees, upon request, who agree to work beyond the negotiated contract year, shall be paid at the employee's correct hourly rate of pay.
- 8.3 Extended programs beyond the regular school year, e.g., summer school, shall be paid at the rate of pay set by the program.

8.4 The School District through its supervisory mechanism may require an employee to work more hours and more days than are set forth in that employee's letter of agreement. When the School District requires an employee to work extra hours and/or extra days:

1. Hours worked in excess of forty (40) hours per week shall be compensated at one and one-half (1 1/2) times the employee's regular hourly rate of pay. For those employees compensated at more than one rate, the hourly pay rate will be calculated as the weighted average of the pay rates.
2. Hours worked in excess of an employee's regular shift but less than or equal to forty (40) hours per week shall be compensated at the employee's regular hourly rate of pay.
3. Hours worked in accordance with Article 8.5 shall not be construed as overtime work and will be paid at the regular pay rate and will be compensated at the regular pay rate as make-up hours.

8.5 There shall be two **mandatory, district-prescribed** professional development days at the beginning of the school year which are intended to take place of six (6) unplanned delayed openings or unplanned early releases. When more than six (6) unplanned delayed openings of the school or unplanned early releases from school occur (e.g due to weather conditions), employees shall have the opportunity to make up those hours lost. Should the employee choose to make up those hours, the "make up hours" must be made up within the existing pay period or the pay period following the delayed opening.

Input shall be sought from employees regarding professional development topics for at least one of the two days.

~~Blizzard Bag Day~~ **Remote Learning Day** hours must be completed on the day the ~~Blizzard Bag~~ **Remote Learning Day** is declared. ~~or within two school days after the Blizzard Bag is declared.~~ ~~Activities that qualify for payment will be approved by the building Associate Director or Director of Student Support Services.~~

#### 8.6 Substituting

Any member of the bargaining unit who is directed by the principal or his/her designee to substitute for another employee for a full day will be compensated at their job classification wage or the substitute teacher's wage, whichever is greater.

#### 8.7 Work-Related Workshops

Employer will post notice or notify members of the Association whenever there are relevant work-related workshops offered in the District. Employees may request permission from their Supervisor to attend. If permission is granted for such workshops occurring during the scheduled work day, the affected employee shall be paid.

#### 8.8 Professional Development

##### **Tier 1:**

The Board will pay the cost of required attendance of courses or workshops, and will pay the tuition costs, up to a maximum of \$200.00 per person, of job related workshops or courses which have been pre-approved by the administration. The annual cost to the District for the non-required program reimbursement will not exceed \$3,000.00 for each year of the contract. Employees will be reimbursed

for expenses up to \$200 unless first approved by the Superintendent in his or her discretion. In the event the course or workshop is not completed or the employee does not receive a “B” or better passing grade in a graded program, the District will not reimburse funds. Professional Development funds may be used to reimburse Para Educators for the licensing fee to obtain their Para Level II Certification. One half of the professional development funds will be available for employees in September of each year. The other half will be available to employees in January of each year. The money will be disbursed on a first come first served basis. If there are any funds left on May 1 of each school year, employees may bring a second request forward for payment. All funds will then be disbursed on a first come, first served basis.

### **Tier 2:**

**The District supports Para-Educators seeking teacher certification through professional development. For this purpose, the Superintendent, in consultation with the Association President, may approve up to two (2) candidates per year to enroll in an accredited college program leading to a NHED teaching licensure by providing no more than two (2) courses per year, per person enrolled. A system of application and acceptance shall be developed by the district after consultation with the Association President. The District will provide a maximum value of up to eight (8) undergraduate credits per person, not to exceed \$5,000 per year. This program will never have more than four (4) Para-Educators enrolled at any time. Payment will be in the form of reimbursement and employee must show proof of enrollment, payment, and passing course grade. Alternate payment options can be determined by the Superintendent.**

**The pilot will be eliminated at the expiration of the current collective bargaining agreement unless the parties mutually agree to include it during negotiations for a successor agreement.**

### 8.9 Lunch

Employees who work five (5) or more consecutive hours shall receive an unpaid, uninterrupted, duty-free lunch period of at least thirty (30) minutes in duration. In the event that an employee is required to work during his/her lunch period or part thereof, he/shall shall be paid at the appropriate hourly rate. Except in unusual circumstances when so notified, employees may leave the premises during their lunch period but shall let the office know they have left the grounds. Employees will be expected to clock out and clock in for their lunch period.

### 8.10 Work Day

Normal work day will be defined as follows: All Para Educators will be 6.8 hours/day with the following exceptions: Intensive Needs 7 hours/day

Employees shall arrive no later than 25 minutes prior to the start of the student day and shall leave no earlier than 25 minutes after the end of the student day, resulting in a day no longer than 6.8 hours (7 for Intensive Needs), to best meet the needs of the students as arranged by the building administration. Building Administration will consider individual circumstances when possible.

## **ARTICLE 9 – COMPENSATION**

### 9.1 Compensation

Employees shall be compensated as set forth in Exhibit A attached to this document. ~~The placement of personnel on the step schedule for the first year will be done by looking at the adjusted experience and the current hourly rate and placing the employee at a step such that the employee does not receive a reduction in pay.~~

- 9.2.1 Paychecks are issued on a bi-weekly basis. Paychecks will be issued on the same day of the week throughout the school year, except that the School District may issue paychecks early (e.g., if payday falls on a holiday).
- 9.2.2 Payroll checks shall include a stub which contains the following items for the payroll period covered by the check: hours worked, current straight time hourly rate of pay, date, gross wages year-to-date, net pay, and any itemized deductions. If the employee elects, the district may provide electronic notification of payroll related information instead of paper copies. Should an employ elect to receive the information electronically, that report shall include the following items for the payroll period covered by the check: hours worked, current straight time hourly rate of pay, date, gross wages year-to-date, net pay, and any itemized deductions.
- 9.2.3 Employees who have elected direct deposit will receive an electronic advice slip emailed to their kearsarge.org account unless the SAU is notified of a preferred email address.

9.3 Bi-weekly Payments

- 9.3.1 Employees will be paid ~~in twenty two (22)~~ biweekly ~~paychecks~~.

9.4 Holidays

Employees shall receive the following paid holidays:

- |                        |                   |
|------------------------|-------------------|
| Labor Day              | Christmas Eve Day |
| Veterans Day           | Christmas Day     |
| Civil Right’s Day      | New Year’s Day    |
| Thanksgiving Day       | Memorial Day      |
| Day after Thanksgiving |                   |

**ARTICLE 10 – LEAVES OF ABSENCES**

- 10.1 It is agreed that the use of leave days will be confined to legitimate purposes provided in this Article and the Superintendent or his/her designee may, at his/her sole discretion, extend the leaves set forth herein.

**10.1.1 Employee leave time will be prorated based on schedule and hours worked.**

10.2 Sick Leave

Sick leave shall be confined to the personal illness or disability of an employee or immediate family member. By October 1<sup>st</sup> of each year, each employee shall receive from the Superintendent’s Office a report of sick leave stating the number of sick days accumulated as of July 1<sup>st</sup> of each year. Sick leave is not intended to represent a form of payment to the employee, nor to grant any rights to be absent from

work for any purposes other than described in this article. All available sick leave will be utilized before unpaid leave is granted.

### 10.3 Sick Leave Accumulation

Employees shall be credited with sick leave at the rate of ~~8 (eight)~~ **10 (ten)** days per year.

~~The maximum number of days that Employees may accrue is as follows:~~

~~2020-2023 60 days~~ **60 days, plus the days earned in the current year. By way of example, employees who end the school year with at least the maximum number of days will carry over 60 days and may accumulate ten (10) additional days during at the start of the contract year, for a maximum of 70 days available to the employee during the school year.**

Sick days are non-compensable at the time of termination of employment.

### 10.4 Personal Leave

Employees shall be entitled to a maximum of three (3) paid personal leave days, non-cumulative, in any school year. All available personal leave will be utilized before unpaid leave is granted.

### 10.5 Jury Duty

An employee called as a juror will be paid the difference between the fees received for such service and his/her daily wage, based on the employee's regular daily rate.

### 10.6 Military Duty

Military duty leave will be granted as required by the Federal laws as they apply.

### 10.7 Bereavement Leave

Employees shall be entitled to a maximum of three (3) paid days per event of death of immediate family members. Immediate family, as used in this section, shall mean any member of the employee's household, the grandparents, **grandchildren**, parents, parents-in-law, siblings, spouse, and children of the employee. Two days per school year paid leave will be granted for any other relative. In extenuating circumstances the Board may grant additional leave under this Section as set forth in Section 1 of this Article.

### 10.8 Professional Leave

One (1) day per year for pre-approved job related programs. The board may limit the number of employees to be out on the same day.

10.8.1 Employees may use a non-school day for attendance at a pre-approved conference or workshop. The location of conference or workshop will constitute the job site and the employee will be compensated for up to one normal workday. The district will not compensate or reimburse for travel time to and from the conference or workshop. Should the district require attendance at a conference or workshop, the district will pay for reasonable travel expenses in accordance with the Fair Labor Standards Act.

10.8.2 Professional days not otherwise provided for herein shall be at the sole discretion of the Superintendent or his/her designee.

#### 10.9 Association Leave

The Association shall be allowed to send two (2) members (with pay) to the NEA-New Hampshire Delegate Assembly each year. The Superintendent may allow additional members at his discretion based on delegate count.

#### 10.10 Child Rearing Leave

After two (2) years employment within the School District unpaid child rearing leave shall be granted for a period not to exceed one (1) school year to employees for natural or adoptive parenting of a child, provided written application shall be made to at the administration not less than sixty (60) days in advance of the requested leave (except in case of emergency). The granting of child rearing leave is conditional upon employee returning to work on the first day of either the first or second semester of a school year that falls within the leave period.

#### 10.11 Extended Leaves of Absence (Family and Medical Leave Act)

Eligible employees will follow the School Board Policy GCC, "Family and Medical Leave Policy (FMLA)". It is agreed that this policy shall not be amended during the terms of this agreement, unless the FMLA is amended.

#### 10.12 Work Related Personal Injury

Whenever a bargaining unit member is absent from school as a result of a personal injury incurred in the course of employment for the Kearsarge Regional School District that is adjudged compensable under Worker's Compensation Law and the employee receives payment for lost wages under the Workers' Compensation Law, the employee will keep those payments as provided by the District's Workers' Compensation Carrier. The absences shall be recorded as 'other' paid leave and shall not be deducted from the employee's sick leave. In the event that the employee does not receive compensation for lost wages under the Workers' Compensation Law, the absences shall be deducted from the employee's available leaves, including paid sick leave. In the event sick leave is deducted during the pendency of a worker's compensation claim, such leave will be returned to the employee when the claim is approved.

10.13 Any employee on an unpaid leave may opt to continue health benefits under Article 12 of this Agreement in accordance with the health insurance policy. Continuation is contingent upon the individual's payment of all premiums to the District in accordance with the health insurance provider. The employee can be invoiced for any unpaid balance at the end of the year if employee contributions are not paid in full through payroll deduction.

#### 10.14 General Provisions

Leaves for other reasons, paid or not paid, shall be granted at the discretion of the Superintendent or designee. Extended leave requests of over ten (10) work days shall be subject to School Board approval.

### **ARTICLE 11 – REDUCTION IN FORCE**

11.1 The District shall have the authority to determine the number and qualifications of employees in each job classification.

- 11.2 In the event the District determines that it is necessary to conduct a layoff/reduction in force, the administration shall initially attempt to determine the number of possible resignations and retirements within each job classification in a good faith effort to avoid potentially unnecessary layoffs.
- 11.3 If further reduction in force is necessary within a job classification, the administration shall choose employees for layoff within that job classification based upon student needs as the highest priority followed by following items:
- (1) assessment of the employee's performance
  - (2) qualifications
  - (3) experience
  - (4) seniority within the job classification

Each of the four qualifications shown in the list shall be evaluated on an equal basis. These items will be evaluated in the order as presented.

## ARTICLE 12 – INSURANCE

### 12.1 Health Insurance

The District will provide a payment of the following health plan options:

- Yellow with Choice Fund Plan
- Yellow Plan
- Orange Plan

The District will contribute the following percentages of the Yellow with Choice Fund Plan, towards any plan the employee selects.

#### 2020-2021 2023-2024

- a) 95% of the cost of the district elected Single Plan
- b) ~~73%~~ 85% of the cost of the district elected Two-Person Plan
- c) ~~68%~~ 80% of the cost of the district elected Family Plan

#### 2021-2022 2024-2025

- a) 95% 94.5% of the cost of the district elected Single Plan
- b) 76% 90% of the cost of the district elected Two-Person Plan
- c) 71% 85% of the cost of the district elected Family Plan

#### 2022-2023 2025-2026

- a) 95% 94% of the cost of the district elected Single Plan
- b) 80% 90% of the cost of the district elected Two-Person Plan
- c) 75% 90% of the cost of the district elected Family Plan

The health insurance plan or plans made available to paraprofessionals shall be those offered to other district employees. Notwithstanding the previous sentence, the district reserves the right to change the insurance plan or plans provided to employees.

**Para-Educators who are currently enrolled in the District provided health plan and opt to be removed during open enrollment for the following year, will receive a one-time opt-out payment of \$1,400 for a single plan opt out, and \$2,800 for a 2-person or family plan opt-out, not to be added to the employee's base pay. Payment shall be made to the employee on or before September 30 of the first year of the opt-out during a regular payroll. This opt-out option is to be offered during the term of this contract and shall sunset on the expiration date of this agreement if employee participation has not resulted in anticipated savings to the District.**

The District reserves the right to open contract negotiations if federal or State of New Hampshire health care laws or regulations change during the term of this contract.

## 12.2 Dental Insurance

The District shall pay 50% of the Premium towards a High Flex Plan for each Para-Educator and his/her eligible dependents, in accordance with the district plan with a \$50 deductible. In lieu of the above, the District may provide equivalent or greater coverage from another carrier. Should the district be notified of a change in the plan, the District will notify the Association.

## 12.3 Flexible Spending Account

Paraprofessionals may enroll in the Flexible Spending Account (developed in accordance with regulations) during the enrollment period of the vendor. Payment for subscriber's share of health insurance premium, any dental costs, and payments for the care of dependents and medical procedures not covered by the Group Health plan may be paid from this fund.

# **ARTICLE 13 – VACANCIES, TRANSFERS AND REASSIGNMENTS**

- 13.1 Notices of vacancies for bargaining unit positions and/or other non-certified positions will be posted on the official bulletin board in the school when school is in session and electronically on the district website's employment opportunities. Employees must submit a written request seeking a transfer not later than seven (7) calendar days after the date the position was posted.

Notices of Vacancies will include:

1. date of posting;
2. title of the position (including classification, starting date and range of page);
3. location of work;
4. requirements/qualifications of the position;
5. name of the person to whom the application is to be submitted; and
6. the closing date by which the application must be submitted, "position open until filled" shall be considered an acceptable posting.

- 13.2 Employees from within the bargaining unit who desire a change in assignment or who desire to transfer to another building within the SAU may file a written statement electronically or in hard copy of such desire with the Superintendent and receiving and leaving building principals not later than May 1. Such statement shall include the school or schools to which the transfer is desired.



- 13.3 All vacancies shall be posted for seven calendar (7) days except in cases of emergencies involving the needs of special education students.

When the decision to make an involuntary transfer of job assignment has been made by the Superintendent or his/her designee, the employee affected will be notified in writing immediately. Upon request, an employee designated for involuntary transfer shall be entitled to a meeting with the Superintendent or designee to discuss the reasons for the involuntary transfer. The decision to transfer or reassign or not to transfer or not to reassign may not be subject to a grievance unless the person is transferred or reassigned more than three times in a school year.

#### **ARTICLE 14 – MISCELLANEOUS PROVISIONS**

##### 14.1 Separability Clause

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect unless and until such provisions are changed in negotiations.

##### 14.2 Printing of Agreement

Copies of this Agreement shall be made available on the Kearsarge Regional School District website within thirty calendar (30) days after the Agreement is approved by the voters of the District.

#### **ARTICLE 15 – NOTICE UNDER AGREEMENT**

15.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Kearsarge Regional School Board, c/o Superintendent of Schools.

15.2 Whenever written notice to the Para-Educators at Kearsarge Support Staff Union is provided for in this Agreement, such notice shall be addressed to the President of the Para-Educator at Kearsarge (PEAK) at the then current address, and then on file with the Superintendent's Office.

#### **ARTICLE 16 – DURATION OF AGREEMENT**

16.1 This agreement shall commence July 1, 2020-2023 and continue in full force and effect until twelve o'clock midnight June 30, 2023 2026.

## **EXHIBIT 1**

### **Job Description Memorandum of Understanding Between PEAK and KRSD School Board**

It is with good intent that this Memorandum of Understanding will serve the purpose of collaboratively reviewing and/or creating job descriptions for those positions recognized under the PEAK agreement effective 7/1/20.

#### **Job Description Team, at a minimum, will comprise of:**

- Members of PEAK as the union sees appropriate
- Director of Student Support Services or Designee
- Human Resources Representation

#### **Job Descriptions to be reviewed prior to 7/1/20:**

- Special Education Para-Educator
- Instructional Para-Educator
- Nurse's Assistant
- Speech Language Assistant
- Certified Occupation Therapist Assistant

#### **Job Descriptions to be created prior to 7/1/20:**

- Intensive Needs Para-Educator
- Registered Behavior Technician (RBT)

#### **Suggested Schedule for spring 2020:**

- Meet as a group in February, to start drafts; *if meeting is established during a work day, appropriate coverage will be secured for PEAK members to attend*
- Meet as a group in March to finalize job descriptions; *if meeting is established during a work day, appropriate coverage will be secured for PEAK members to attend*
- Job descriptions will be presented to the HR Committee for consideration of approval at the April meeting
  - If the HR Committee has suggestions and/or changes:
    - Will establish a meeting within two weeks to discuss
    - Then will present to HR Committee at the May meeting
- Once the HR Committee approves the job descriptions in April, the finalized job descriptions will be available through the HR Department

#### **Future Review(s):**

- In the event that a job description(s) needs to be updated, the criteria above will be used to select the job description team
- The schedule will be established based on coordinating schedules and coverage, if applicable, of the selected team members
- Once revised, the job description will be presented to the HR Committee for final approval
- Once approved, the updated job description will be available through the Human Resources department



## EXHIBIT A

Instructional/SPED Para			
Step	FY 2023/24	FY 2024/25	FY 2025/26
1	\$ 17.46	\$ 18.34	\$ 19.07
2	\$ 17.73	\$ 18.62	\$ 19.38
3	\$ 17.99	\$ 18.90	\$ 19.69
4	\$ 18.26	\$ 19.19	\$ 20.01
5	\$ 18.54	\$ 19.48	\$ 20.34
6	\$ 18.81	\$ 19.77	\$ 20.67
7	\$ 19.10	\$ 20.08	\$ 21.00
8	\$ 19.38	\$ 20.38	\$ 21.34
9	\$ 19.67	\$ 20.69	\$ 21.69
10	\$ 19.97	\$ 21.00	\$ 22.04
11	\$ 20.27	\$ 21.32	\$ 22.40
12	\$ 20.57	\$ 21.65	\$ 22.76
13	\$ 20.88	\$ 21.98	\$ 23.13
14	\$ 21.19	\$ 22.31	\$ 23.50
15	\$ 21.51	\$ 22.65	\$ 23.88
OS	\$ 1.50	\$ 1.50	\$ 1.50

Intensive Need/Nurse Assistants			
Step	FY 23/24	FY 24/25	FY 25/26
1	\$ 19.40	\$ 20.37	\$ 21.19
2	\$ 19.65	\$ 20.64	\$ 21.47
3	\$ 19.91	\$ 20.90	\$ 21.76
4	\$ 20.17	\$ 21.18	\$ 22.06
5	\$ 20.43	\$ 21.45	\$ 22.35
6	\$ 20.70	\$ 21.73	\$ 22.66
7	\$ 20.96	\$ 22.01	\$ 22.96
8	\$ 21.24	\$ 22.30	\$ 23.27
9	\$ 21.51	\$ 22.59	\$ 23.59
10	\$ 21.79	\$ 22.88	\$ 23.90
11	\$ 22.08	\$ 23.18	\$ 24.23
12	\$ 22.36	\$ 23.48	\$ 24.55
13	\$ 22.65	\$ 23.79	\$ 24.88
14	\$ 22.95	\$ 24.10	\$ 25.22
15	\$ 23.25	\$ 24.41	\$ 25.56
OS	\$ 1.50	\$ 1.50	\$ 1.50

SLA & COTA & RBT			
Step	FY 23/24	FY 24/25	FY 25/26
1	\$ 23.43	\$ 24.43	\$ 25.40
2	\$ 23.76	\$ 24.77	\$ 25.77
3	\$ 24.10	\$ 25.13	\$ 26.13
4	\$ 24.44	\$ 25.48	\$ 26.50
5	\$ 24.79	\$ 25.84	\$ 26.88
6	\$ 25.14	\$ 26.21	\$ 27.26
7	\$ 25.50	\$ 26.58	\$ 27.65
8	\$ 25.86	\$ 26.96	\$ 28.04
9	\$ 26.23	\$ 27.34	\$ 28.44
10	\$ 26.60	\$ 27.73	\$ 28.84
11	\$ 26.98	\$ 28.13	\$ 29.25
12	\$ 27.36	\$ 28.53	\$ 29.67
13	\$ 27.75	\$ 28.93	\$ 30.09
14	\$ 28.15	\$ 29.34	\$ 30.52
15	\$ 28.55	\$ 29.76	\$ 30.95
OS	\$ 1.50	\$ 1.50	\$ 1.50

- Effective 7/1/16, anyone on-step during the 16-17 fiscal year or thereafter, will remain on the step scale up to step 15 and will not go off-step
- Off-step staff as of 6/30/19 will remain off-step unless;
  - • The off-step rate listed above for each coordinating year is less than the step scale. Those staff members will be placed at the next step/pay that would be higher than the off-step increase per year plus the prior year's rate
  - • Any off-step employee placed in the Intensive Needs category for the first time, will receive a 7% increase, plus .50 noted above and placed at the next step that would be higher than the calculated rate

**EXHIBIT B**



**KEARSARGE REGIONAL SCHOOL DISTRICT**



**PARA EDUCATOR'S BLIZZARD BAG WORK LOG**

**Date of Blizzard Bag Day:** \_\_\_\_\_

***Please check one:***

I worked on the Blizzard Bag Day

*or*

I will make up the hours within the current or subsequent pay period

*Article 8.5 of the PEAK Agreement*

<b>Date Work Was Performed</b>	<b>Type of Work Completed</b>	<b># of Hours</b>

**Total Hours Worked:** \_\_\_\_\_

**Employee's Name:** \_\_\_\_\_

**Employee's Signature:** \_\_\_\_\_

**Principal's Signature:** \_\_\_\_\_

*Completed and signed log needs to be attached to the employee's timesheet*

**SIGNATURE PAGE**

**IN WITNESS WHEREOF** the parties have executed this agreement this day of \_\_\_\_\_, for the school years ~~2020-2023~~ 2023-2026.

**PARA EDUCATORS AT KEARSARGE (PEAK)**

By \_\_\_\_\_  
Committee Chairperson

By \_\_\_\_\_  
PEAK President

**KEARSARGE REGIONAL SCHOOL BOARD**

By \_\_\_\_\_  
Committee Chairperson

By \_\_\_\_\_  
KRSB Chairperson

By \_\_\_\_\_  
Superintendent of Schools