

**WORKING AGREEMENT**

**BETWEEN THE**

**PORTSMOUTH SCHOOL DISTRICT  
PARAEDUCATORS**

**AND THE**

**PORTSMOUTH BOARD OF EDUCATION**

**JULY 1, 2021 THROUGH JUNE 30, 2023**

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This AGREEMENT made and entered into by the School District of School Administrative Unit No. 52, City of Portsmouth, and the Portsmouth School District Paraeducator Association, NEA/NH, hereinafter called the ASSOCIATION, do hereby reach agreement.

Whenever used in this agreement, the "employee" shall refer to the following: Paraeducator, Special Education, (including but not limited to paraeducator for any person with a learning disability and students with autism), Library, computer, and clerical guidance, per PELRB certification.

This AGREEMENT represents the entire agreement between the parties hereto and may not be modified in whole or in part except by an instrument in writing duly executed by both parties.

#### **WITNESSETH**

Whereas, the Association establishes itself as the exclusive representative of the paraeducator employees of the Portsmouth School District who are on regular active duty for the District and enrolled on the District's payroll, now therefore, the parties hereto contract and agree with each other as a result of collective bargaining, as follows:

#### **ARTICLE 1 RECOGNITION**

- 1.1** Whenever used in this AGREEMENT, the word employees shall refer only to a person(s) actively and regularly engaged in District work or enrolled on the regular payroll of the School District of the City of Portsmouth, New Hampshire.
- 1.2** The District hereby recognizes that the Association is the sole and exclusive representative of the certified NEA/NH unit, as defined by the New Hampshire Public Employees Labor Relations District (PELRB), pursuant to RSA 273-A. It is agreed that management and supervisory employees of the District are excluded from this unit.

The parties agree that any additions/deletions to the bargaining unit outlined above via the negotiations process shall be memorialized in the Recognition Article of this Agreement and shall be filed with the NH PELRB on the effective date of any contract which contains such changes.

- 1.3** A paraeducator is defined as any person hired for a position for which professional certification is not required. Paraeducators shall be paid according to the negotiated salary schedules outlined in Article 29 (Wages)

of this agreement. Paraeducators and professional staff shall work together to provide quality education to the students in the Portsmouth schools.

- 1.4** Whenever the Portsmouth School District rehires a person previously employed in this bargaining unit following a break of employment of one (1) year or more (except for the reasons listed below), these employees shall serve a probationary period and shall be classified as a new employee for benefits and seniority purposes.

A. Illness resulting in total/temporary disability due to the employee's regular work with the School District, certified to by an affidavit from Worker's Compensation carrier.

B. Illness not the result of the employee's misconduct resulting in total/temporary disability, certified to by a physician's affidavit.

C. Duty with the Armed Forces.

D. Reduction in Force.

The probationary period will be no less than seventy-five (75) student contact days. During this period the employee shall be granted leave in accordance with the contract in each of the following categories with permission of the immediate supervisor:

Professional Days  
Sick Days  
Bereavement Leave

All other contract provisions and benefits, except those that are specifically defined as excluded/reduced in any manner in other articles within this agreement shall be granted to the employee upon completion of sixty (60) consecutive days.

Employees shall have no seniority rights during this period. All employees who have successfully completed the probationary period shall be known as permanent employees, and the probationary period shall be considered part of the seniority time. Termination of employment during the probationary period or any extension thereof may not be challenged through the grievance procedure or the PELRB.

**ARTICLE 2**  
**NON-DISCRIMINATION**

- 2.1** The District agrees that the provisions of this AGREEMENT shall be applied to all employees without discrimination on account of race, color, religion, sex, sexual orientation, disability, age, marital status, Veteran status, national origin, physical handicap, or any status protected by federal or New Hampshire Law, or City of Portsmouth's Ordinance Harassment/Discrimination Policy [Harassment \(cityofportsmouth.com\)](http://cityofportsmouth.com) , except where age or physical condition are bona fide qualifications for employment. There shall be no intimidation or coercion of employees who exercise their rights to bargain collectively through the Association because of their membership therein or their activities in behalf of the Association in accordance with the provisions of RSA 273-A.

**ARTICLE 3**  
**SCOPE AND SEVERABILITY**

- 3.1** Should any article, section, or portion thereof, of this AGREEMENT be in violation of a State law or be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree to immediately negotiate a substitute for the invalidated article, section or portion thereof. The obligation to negotiate in good faith shall not compel either party to agree to a proposal or to make a concession.

**ARTICLE 4**  
**ASSOCIATION RIGHTS**

**4.1 ASSOCIATION LEAVE**

When an employee is elected President of the Paraeducator Association and has work which involves being away from the employee's work with the School Department, that employee or his or her designee shall at the written request of the Union be granted up to a maximum of two (2) workdays per year for Association Leave.

**4.2 BARGAINING UNIT INFORMATION**

The Parties agree that the District shall provide the President of the Association the following information electronically in EXCEL format for each bargaining unit member bi-annually: (on or before September 15<sup>th</sup> and again on or before January 15<sup>th</sup> of each year)

Employee name, date of hire, position, work location, classification, salary schedule step, Full or part time status, number of annually paid hours, wage rate, home mailing address (including street, city/town, state and zip code), home phone, stipends and work e-mail address.

Furthermore, the parties agree that during negotiation years that the information provided shall include information pertaining to individual bargaining unit employees elected insurance plans (e.g. Single, 2p, Family), the total cost of each plan and the total amount each employee is responsible for monthly and annually for the plan they elected.

The Association agrees that the School District will be held harmless for providing the information outlined above.

#### **4.3 BULLETIN BOARDS**

The Association shall be provided its own bulletin board(s). Association bulletin boards shall be afforded space in teachers break rooms at each building. The Association and its representatives shall have the exclusive right to post notices of activities and matters of the Association concern on the Association bulletin boards at each location.

#### **4.4 COPY EQUIPMENT**

The District agrees to allow the use of its copying equipment to members of the Paraeducator Unit when the purpose is the provide notice to and information to its membership. This work will be performed during a time when the machines are not in use, when the employee is off duty and the materials will be supplied by the Association.

#### **4.5 DUES DEDUCTION**

The District agrees to deduct Association dues from all employees who are covered by this AGREEMENT, and who agree to such deduction when joining the Association. The District agrees to send said dues, along with a statement indicating who has paid these dues to the Association Treasurer. Before dues are deducted, the District shall require written authorization from the employees to do so. Such authorization is to be provided by the ASSOCIATION. The Union is to provide all necessary representation required by labor law to all employees covered by this Agreement, regardless of whether the employee

pays dues to become a member of the union. The District shall notify the Association of the name and employment date of any new employee within 30 days of their employment. The District shall notify the Association within thirty (30) days of any employee who leaves employment before the end of the school year. Any employee wishing to cease deductions shall provide written notice to do so. Such notice will be provided to the District from the Association immediately upon receipt of request.

## **ARTICLE 5 WORKERS' COMPENSATION**

**5.1** Workers' Compensation benefits will be provided as specified in the New Hampshire Statutes.

## **ARTICLE 6 HEALTH AND SAFETY**

**6.1** The District shall make regulations to ensure the safety and health of its employees during their working hours of employment.

**6.2** The District will establish a "Study Committee" at the start of the 2020-2021 school year. Employees from each classification in the bargaining unit will have a seat on the committee. This committee will be charged with studying instances of student assault on staff within the district and will be responsible for producing recommendations to address instances of assault and protocol to reduce such instances. Recommendations will be provided prior to the start of the 2021-2022 school year.

**6.3** The Parties agree that the safety of students and employees are of paramount importance in the school district. Therefore, all employees will receive all safety and security training which is provided to other employees in the District.

**6.4** All Paraeducators will be provided with a fob for exiting and entering their assigned building.

**6.5.** The School Department and the Association agree to meet during the Unit's non-working hours to discuss issues of mutual concern. These meetings may be requested by either party to this AGREEMENT, with notice as to the issues to be discussed. Advance notice shall be given indicating the following by both the Association and the School Department, so that an AGENDA can be provided prior to the meeting; time, place and topic(s) to be discussed, the number of people and who will attend the meeting.



**ARTICLE 7  
INSURANCE**

**7.1 Liability**

The District shall save harmless all employees from financial liability arising out of any claim, suit, criminal prosecution or judgment against them because they are an employee of the Portsmouth School District or because of an act taken by them in the course of their employment.

The above shall not apply in cases where an employee is guilty of gross negligence or gross irresponsibility. An employee who has been found guilty of gross negligence or gross irresponsibility by the employer may appeal such decision through the grievance procedure. Should said appeal find in favor of the employee, the employer shall make the employee whole in terms of all financial liability or loss and all costs related to the alleged negligence or irresponsibility and the subsequent appeal.

**7.2 Medical Insurance**

- A. For employees scheduled to work thirty (30) or more hours per week the District will pay ninety-five percent (95%) of the single or two person premium for SchoolCare's Yellow Plan with ChoiceFund.

The District will pay eighty (80%) of the Family plan; Effective July 1, 2019 the District will pay ninety-three percent (93%) of the single or two person premium for SchoolCare's Yellow Plan with ChoiceFund. The District will pay eighty percent (80%) of the family plan.

- B. For employees scheduled to work more than twenty-five (25) hours or more but less than thirty (30) hours per week:

Effective July 1, 2017 the District will pay eighty-five percent (85%) of the single plan for SchoolCare's Yellow Plan with Choicefund. Two person and Family plans are available at the same District dollar contributions as the single person plan.

- C. The Association agrees to participate in a City-wide committee to explore health insurance options.

- D. The District need not provide health insurance coverage if the employee is already covered under the health insurance plan provided by the Portsmouth School District or the City of Portsmouth. If an employee is found to have dual coverage, the employee must pay back to the District an amount equal to the premiums paid by the District during this time.
- E. All employee contributions to the health insurance premiums and to dependent care coverage and other medical expenses allowable under law shall be by payroll deduction pursuant to the provisions of Section 125 of the Internal Revenue Code.
- F. Should the parties agree in writing to establish a cafeteria style plan dealing in insurance issues during the course of this agreement, such plan would only become effective if ratified by the Association, approved by the School District and approved by the City Council.

**7.3 Eligibility for Medical insurance:** First of the month after date of hire.

**7.4 Dental Insurance**

The District shall pay one hundred percent (100%) of Cigna Dental Plan or an equivalent plan for individual coverage or 2 person coverage. This will apply to all employees scheduled to work for twenty-five (25) or more hours per week.

**7.5 Eligibility for Dental insurance:** First of the month after date of hire.

**7.6 Life Insurance**

The district shall provide one hundred percent (100%) of Term Life Insurance for each paraeducator who has completed their probationary period and is working fifteen hours a week or more equal to three (3x) the annual salary of the paraeducator or a minimum of forty-five thousand dollars (\$45,000.00).

It is understood that employees age 70 and over will have this benefit reduced in accordance with the certificate schedule attached. This provision will not apply to those individuals listed in the Memorandum of Understanding which will be signed when this contract is executed and which is attached.

## **7.7 Long Term Disability**

The District will purchase income protection insurance for each paraeducator who has completed the probationary period and who works twenty-five (25) hours per week or more. This insurance will begin no sooner than the 91st day of disability. Payments shall equal 66 2/3% of the monthly salary of the paraeducator at the date of disability. Said insurance will run until age 65 and shall be coordinated with social security benefits. This provision shall be effective 30 days after this contract is approved by the City Council.

## **ARTICLE 8 DISCIPLINARY PROCEDURES**

- 8.1** All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is taken.
- 8.2** All suspensions and discharges must be stated, in writing, with the reason stated, and a copy given to the employee at the time of suspension or discharge.
- 8.3** Disciplinary action shall normally follow this order:
  - a. An oral warning
  - b. A written warning
  - c. Suspension without pay
  - d. Discharge
- 8.4** Subject to the language of this AGREEMENT, a suspension or discharge of an employee shall rest with the Superintendent of Schools.
- 8.5** No employee shall be penalized, disciplined, suspended, reprimanded, adversely evaluated, reduced in rank or compensation, or deprived of any advancement without just cause.
- 8.6** Unless the misconduct involved a minor, the personnel record of an employee will be cleared of written reprimand after period of two years from the date of the reprimand, providing there are no similar infractions committed during the intervening period.
- 8.7** Unless the misconduct involved a minor, the personnel record of an employee will be cleared of suspension notices after a period of three years from the date of suspension, providing no similar infractions have been committed during the intervening period.

- 8.8 All employees shall have the right to review their records upon twenty-four (24) hours' notice to the personnel office.
- 8.9 No written material concerning an employee's conduct, service, character or personality while on the job shall be placed in the employee's personnel file unless the employee has had an opportunity to read and initial the actual copy to be filed with the understanding that such signature merely signifies that the material has been read and in no way indicates agreement.

## **ARTICLE 9 GRIEVANCE PROCEDURE**

- 9.1 A grievance for the purpose of this AGREEMENT is a complaint against the employer by an employee(s) or the Association with respect to the meaning and/or application of a provision(s) of this AGREEMENT.
- 9.2 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step, except at the BOARD level. A decision on the grievance at the BOARD level shall be rendered within the time limit set forth or the grievance shall be deemed favorable to the grievant. 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 decisions rendered at that step.
- 9.3 A grievance must be filed within ten (10) working days of its occurrence or within ten (10) working days of the time the employee, by reasonable diligence, learned of its occurrence. Grievances shall be processed in the following manner:

**STEP I** Any employee who has a grievance shall discuss it first with the employee's immediate supervisor, if applicable, in an attempt to resolve the matter informally at that level. An Association representative may be present if requested. A decision shall be rendered the aggrieved in five (5) working days. This decision shall be in writing.

**STEP II** An unfavorable decision by the immediate supervisor may be appealed in writing to the Assistant Superintendent within five (5) working days. A meeting shall be held between the parties as soon as possible

after the written appeal, but within five (5) working days, and the Assistant Superintendent shall have five (5) working days to render a decision in writing.

**STEP III** An unfavorable decision by the Assistant Superintendent may be appealed in writing to the Superintendent within five (5) working days. A meeting shall be held between the parties as soon as possible after the written appeal, but within five (5) working days, and the Superintendent shall have five (5) working days to render a decision in writing.

**STEP IV** If the grievance is not resolved to the grievant's satisfaction, he/she and the Association, no later than five (5) working days after receipt of the Superintendent's decision, may request a review by the BOARD. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the BOARD. The BOARD shall review the grievance and hold a hearing within thirty (30) working days. A decision in writing shall be rendered within fifteen (15) calendar days of the hearing.

**STEP V** If the Association is not satisfied with the disposition of the grievance by the Board of Education, or if no decision has been rendered within the specified time limits, and prior to the submission of the grievance to arbitration, representatives of the department involved, Superintendent's Office, and School Board, and the Association will meet to determine if the grievance can be settled without arbitration.

**STEP VI** Should the decision of the District of Education be unsatisfactory, any dispute, claim, or grievance arising out of or relating to the interpretation or the application of this AGREEMENT may be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties further agree to accept the Arbitrator's award as final and binding upon them. The cost of said arbitration will be borne equally by both parties regardless of

the outcome. All decisions involving wages, wage rates, promotions, transfers, hours worked and not worked, shall be retroactive to the date the grievance first occurred. The Association will notify the Board of Education in writing of its intention to appeal for arbitration within ten (10) working days of receiving the Board's decision.

- 9.4 Any step may be by-passed by mutual agreement or failure to respond.
- 9.5 Any party may appeal a decision of an arbitrator to the courts pursuant to RSA-542.
- 9.6 An arbitrator acting under the grievance procedure shall have no authority to alter, amend, change or modify any of the terms of this agreement.

#### **ARTICLE 10 SICK LEAVE**

- 10.1 For paraeducators who have been employed in the District for three (3) or less years, sick leave without loss of pay or benefits shall be computed at the rate of ten (10) days per year. It will be credited to an employee's record at the beginning of the employment year.
- 10.2 Effective July 1, 2009, after three (3) years in the Portsmouth School System, sick leave will be computed at the rate of eleven (11) days per year. It will be credited to an employee's record at the beginning of the employment year.
- 10.3 Sick leave shall be used for self or when imperative, to care for an immediate member of the employee's family. Effective July 1, 2009 employees may utilize no more than fifteen (15) sick days in any school year to care for a family member. In the event of prolonged absence as a result of accident or illness, the Superintendent will consider circumstances that might warrant extension of full or partial sick pay.
- 10.4 In such cases where a full day is not needed for sick leave, only the hours used will be charged to the paraeducator.
- 10.5 Employees who have completed three years of service will be allowed to use up to ten (10) sick days before it is actually earned or accrued for use for the employee's

illness or injury. It is understood that once additional leave is earned that it will be debited against any negative balances. Additionally, if an employee leaves the School Department with a negative balance, the employee will be responsible for reimbursing the School Department the cost of the negative balance.

- 10.6** The DISTRICT agrees to pay fifty five percent (55%) of all accumulated sick days in a cash payment at the per diem rate which the paraeducator last earned to any paraeducator who separates from the system with at least ten (10) years of service in the system. This percentage will be based on a maximum of ninety (90) days. The maximum number of sick days that may be accumulated will be one hundred and fifteen (115) days.
- 10.7** The parties agree that all paraeducator employees hired after July 1, 1996 shall not receive any payout for accumulated sick leave upon termination or retirement.
- 10.8** Whenever possible, prior notice of retirement will be given by February 1st of the year preceding the last work year for employees entitled to a payout.
- 10.9** The District agrees to notify each paraeducator in writing of accumulated sick leave days once a year during the month of September.
- 10.10** Beginning July 1, 1999, the parties agree that for the purpose of leave time accrual, utilization, accumulation and sick leave bank, leave time will be recorded in hours. Hours will mean the actual number of hours used or earned. Conversion from days to hours will be based on the number of hours per day reflected on the Intent to Employ on any given year.

**10.11 Sick Bank**

- A. A sick leave bank shall be established into which each employee may each year donate from one (1) to five (5) days from an employee's unused accumulated sick leave. Days will be donated between the first day of school and September 15<sup>th</sup>. When necessary, additional donations will be added midyear.
- B. The sick leave bank may accumulate to one thousand fifty (1050) hours.
- C. A Sick Bank Chairperson shall be appointed from the membership. The District shall keep a record of the total number of days (hours) in the Sick Leave Bank.

- D. Only employees who have donated to the sick bank shall be eligible to request to draw from the sick bank, unless an exception has been granted by the Chairperson of the Sick bank. Decisions regarding sick bank made by the chairperson shall be final and not subject to the grievance procedure.
- E. In the event that any member has used all of their accumulated sick leave and has been out of work without pay for five consecutive work days because of extended or chronic illness, they shall apply to the Sick Bank Chairperson for additional days to be taken from the Bank.
- F. The Sick Bank Chairperson will forward the request to the Human Resources Department for disbursement.
- G. Employees are not eligible to draw from the sick leave bank if the serious health condition is compensable under workers' compensation.

#### **ARTICLE 11 PERSONAL DAYS**

- 11.1** Employees may take two (2) personal leave days for business which cannot be transacted any other time. Whenever possible, twenty-four (24) hour notice shall be given. No employee shall take a personal day preceding or subsequent to any vacation period or school holiday or on election day or in the month of June unless upon approval from the Superintendent of Schools. An employee may take the equivalent hours rather than a full day.
- 11.2** Unused Personal Days will be credited toward the employee's accumulated sick days at the beginning of the school year.

#### **ARTICLE 12 PROFESSIONAL DAYS**

- 12.1** Employees may be granted two (2) professional days at the discretion of their Building Principal. These days shall be used exclusively for the purpose of enrichment of the employee's job or position. These shall be paid days. Additional professional days may be granted with the approval of the Building Principal.
- 12.2** Professional days must be approved by the employee's immediate supervisor and/or program manager at least twenty-four (24) hours in advance.



**ARTICLE 13**  
**CHILD CARE/CHILDBIRTH LEAVE**

- 13.1** Upon application of the employee to the Superintendent of Schools, a child care leave of absence of up to one(1) years shall be granted to employees who have been employed at least one (1) year before said application. An employee on such leave, upon returning, shall be offered a similar category of employment, as indicated by the prior job description.
- 13.2** Employees shall be entitled to draw accumulated sick leave benefits during this period of disability surrounding childbirth.
- 13.3** All benefits to which an employee was entitled to at the time of the approved child care leave shall be restored to them upon returning to work.
- 13.4** Employees returning from childcare leave shall notify the employer by April 1 of the year for return to the school in the following September.

**ARTICLE 14**  
**LEAVE OF ABSENCE**

- 14.1** Upon approval of the Superintendent of Schools a Leave of Absence may be granted. The leave shall be without pay or other benefits. Leave may be granted for such reasons as Personal, Illness, or Educational reasons and will not exceed two (2) years.

An extension of the above Leave of Absence may be granted if:

The employee has been continuously employed for more than three (3) years in the Portsmouth School System.

- 14.2** Any paraeducator returning from a Leave of Absence shall return only at the beginning of a school year, unless otherwise provided for.
- 14.3** While on Leave of Absence, the paraeducator will notify the School Department by April 1 of the leave year as to the employee's intention of returning to work in September.
- 14.4** All requests, extensions or renewals shall be in writing and responded to in writing.
- 14.5** All benefits to which an employee was entitled at the time of the approved leave shall be restored to them upon returning to work.

**ARTICLE 15**  
**BEREAVEMENT**

**15.1** Bereavement Leave will be granted as follows without loss of pay or benefits:

Not to exceed three (3) days:

1. brother-in-law
2. sister-in-law
3. grandparent
4. aunt or uncle
5. nieces or nephews
6. a blood relative or ward residing in the same household

Not to exceed five (5) days:

1. parents
2. sister
3. brother
4. parents-in-law

Not to exceed seven (7) days:

1. husband, wife or civil union partner
2. child

Bereavement leave may be granted if approved by the Superintendent for the death of a close friend. The Superintendent shall have the discretion to set the number of day(s) allowed based on the circumstance.

**15.2** Extensions may be granted by application to the Superintendent.

**ARTICLE 16**  
**HOLIDAYS**

Each paraeducator shall be entitled to nine (9) paid holidays as follows:

Thanksgiving  
Day After Thanksgiving  
Christmas  
New Years  
Martin Luther King Day  
Memorial Day  
Labor Day (effective 2014-15)  
Columbus Day  
Veterans' Day (effective 2014-15)

**ARTICLE 17  
LONGEVITY**

**17.1** Longevity will be based on the following schedule for years of consecutive service to the School Department.

6 - 10 years	\$ 611
11 - 15 years	\$ 771
16 - 20 years	\$ 933
21 - 25 years	\$ 1094
26 - 30 years	\$ 1256
30+ years	\$ 1302

The longevity payment will be incorporated into employees' regular paychecks as part of their wages and will increase on July 1, of each year by the 10-year rolling COLA average, as described in Article 29.

**17.2** Should an eligible employee for any reason, need to terminate employment prior to the longevity benefit payment, this benefit shall be prorated on a monthly basis.

**ARTICLE 18  
SENIORITY**

**18.1** An employee's seniority shall commence with the last date of hire and continue as long as the employee is employed by the Portsmouth School District in the bargaining unit.

**18.2** An employee shall not forfeit seniority during absences caused by the following:

- a. Illness resulting in total/temporary disability due to the employee's regular work with the School District, certified to by an affidavit from Worker's Compensation carrier.
- b. Illness not the result of the employee's misconduct resulting in total/temporary disability, certified to by a physician's affidavit.
- c. Leave of Absence granted by the Superintendent of Schools.

- 18.3** Seniority shall be defined as continuous years of service within the bargaining unit counted from the last date of hire.
- 18.4** Seniority shall be a determining factor in all layoffs. It is the intent of the School District to continue the use of seniority as a determining factor in all layoffs.
- 18.5** If an employee is offered an opportunity for recall to a job which he or she has previously performed, and for the same number of hours and the employee refuses to accept the position, it shall result in the employee being dropped from the recall list.
- 18.6** Employees laid off shall be placed on a recall list for twenty-four (24) months after the date of the layoff. Employees shall be recalled based on seniority. If a certification is required for a job only an employee with the certification will be eligible for recall.

#### **ARTICLE 19 JURY DUTY**

- 19.1** Employees serving on a jury shall be guaranteed their regular daily pay from the SAU. The employee shall forward to the Payroll Department of the SAU all reimbursements for such services, exclusive of what personal expenses (e.g. travel) are incurred. When such reimbursement is greater than the regular daily pay of the employee, the employee shall retain only the excess amount.
- 19.2** Employees who are subpoenaed by the School District or City as a witness in civil or criminal court proceedings, shall be granted such leave. Employees shall be guaranteed their regular daily pay from the SAU. The employee shall forward to the Payroll Department all reimbursements for such services, exclusive of what personal expenses are incurred (e.g. travel). When such reimbursement is greater than the regular daily pay of the employee, the employee shall retain only the excess amount.

#### **ARTICLE 20 JOB POSTINGS**

- 20.1** All unit vacancies, promotions and new jobs must be posted for six (6) working days in each school, so that all employees will have an opportunity to apply for these jobs.

- 20.2** Job postings shall include job specifications, range of pay, hours worked, and job location, and if the position is permanent or temporary.
- 20.3** The District will take the Association's input into consideration when reviewing and updating job descriptions for this unit.
- 20.4** The District shall provide space for bulletin boards for the posting of notices of the District addressed to the employees and notices of the Association addressed to the members.
- 20.5** During the summer months when schools are not in session, the unit vacancies shall be posted on the bulletin boards at Central Office and copies shall be sent to the President of the Paraeducator unit. The Union will provide the summer addresses of the President of the Paraeducator Unit.

## **ARTICLE 21 ASSIGNMENTS AND INTRODUCTIONS**

The parties agree that Paraeducators, Interpreters/Tutors and Literacy/Title I Tutors serve a critical role in the success of students. Accordingly, once assignments are made, the District will make a good faith effort to advise all parents/families of the educators who will be working with their child(ren).

## **ARTICLE 22 WORK YEAR**

- 22.1** It is agreed that the paraeducator shall, with notification to the Business Office by the end of the previous year, be paid on a biweekly basis for a total of twenty-two (22) or twenty-six (26) pay periods starting in September of their employment year.

Those employees who elect to be paid on a biweekly basis for a total of twenty-six (26) pay periods starting in September of their employment year shall be paid four (4) of their last five (5) checks on the same day as the teachers receive their final checks. The remaining check will be paid as soon as possible thereafter but not later than the last day in June.

- 22.2** The work year for paraeducator shall be at least 185 days or the same number of teacher/student contact days whichever is greater. It is understood that the paraeducator work year will include two days for pre-preparation before the student year begins, two days of in-

service training, and one non-student contact day during the school year. It is further understood that holidays as cited in Article 18 are in addition to the regular work year.

- 22.3** All bargaining unit members shall be notified with "intent to employ" no later than the last school day of each year in compliance with RSA 189 14(h).

Paraeducators in state/federally funded positions (outside funding) shall be notified within twenty-one (21) days of funding confirmations.

If budget problems cause a reduction in the number of staff, a two weeks' notice will be given.

### **ARTICLE 23 HOURS OF WORK AND OVERTIME**

- 23.1** Employees starting times, and hours to be worked are set up as deemed necessary by the Superintendent of Schools, building principals, or supervisors, according to the individual school and program needs.

Hours to be worked shall be set forth on the individual work agreement issued to each employee as provided in Article 22.3 above.

- 23.2** Except in the case of extreme emergency conditions, the employee workday shall be scheduled between the hours of 7:30 A.M. and 4 P.M.

It is understood that all hours worked by an employee are to be listed on their timesheet and that the employee will be paid for all hours worked.

- 23.3** Paraeducators who volunteer and are selected to support students on overnight activities shall be paid their regular hourly rate during all hours that they are actively assisting/supervising the student(s). Any overtime incurred shall be paid at one and one-half times their regular hourly rate per the Fair Labor Standards Act (FLSA). Employees will receive a fifty dollar(\$50.00)stipend for each overnight.

Paraeducators will provide documentation of their worked hours including a copy of the trip itinerary and verification of their hours worked signed by the trip sponsor/supervisor. It is understood that such activities are voluntary and there will be no reprisals against any employee who declines such activities.

- 23.4** Those paraeducators who are required to travel between District buildings during the workday are entitled to submit a request for mileage reimbursement at the rate approved by the IRS.
- 23.5** Except in the case of an emergency a paraeducator may not be required to replace a teacher as the person charged with the responsibility for a classroom of students.
- 23.6** Employees employed 35 hours or more during the 2008-09 school year and with eight (8) or more years of service as of September 1, 2008, shall not have their work week reduced to below 35 hours.
- 23.7** Employees will receive a 15-minute paid break each day.
- 23.8** Employees will receive an uninterrupted 30-minute lunch break each day. If the employee is required to be with a child during the lunch break, the lunch period will be paid.

#### **ARTICLE 24**

##### **COLLEGE COURSE TUITION REIMBURSEMENT**

**24.1**

A. Each school year during this Agreement, the School District will budget and make available \$5,250 for college course tuition reimbursement. B. Employees who have been employed by the School District for at least one year may request approval for college course tuition reimbursement. In order to receive approval, a requested course must be job related and must be considered and approved in advance by the building principal and Central Office Designee.

B. On a "first come, first served" basis, and subject to the overall annual budget of \$5,250, the District will reimburse up to three credit hours per employee, capped at the in-state tuition rate currently charged by Granite State College.

C. Course reimbursement will be paid within four (4) to six (6) weeks upon proof of registration. If a paraeducator drops a course, he/she must notify Central Office immediately and must reimburse the district either through payroll deduction or cash payment within two (2) weeks of said notification. The Paraeducator must provide official evidence, within two (2) weeks of receiving notification, of a minimum grade of B or better. If said grade is not obtained, the Paraeducator must reimburse the District either through payroll deduction or cash payment on a mutually-acceptable schedule.

## **24.2 Workshop Payment**

A. Each school year during this Agreement, the School District will budget and make available \$6,750 for professional workshops.

B. Employees may request approval for payment for professional workshops. In order to receive approval, a requested course must be job related and must be considered and approved in advance by the building principal and Central Office Designee.

C. Payments will be on a "first come, first served" basis, and subject to the overall annual budget of \$6,750. The District will pay up to \$300 per workshop, per paraeducator.

D. The District will make every effort to pay for the workshops prior to the employee's attendance. Employees will be required to reimburse the district for workshops that are paid for, but not attended.

E. Money left in the Workshop Payment account at the end of the year will be used to reimburse employees who have taken approved college courses which were not funded.

**24.3** The District may offer an employee the opportunity to participate in training, and subsequently to test, to become certified as a Registered Behavior Technician (RBT). The District will pay for such training and testing. Those Paraprofessionals who maintain RBT certification shall be paid an additional Three dollars (\$3.00) per hour differential. The District reserves the sole discretion to choose which, if any employees are extended this offer.

## **ARTICLE 25 CATEGORIES OF EMPLOYMENT**

**25.1** The District agrees that if new categories of employment are added to the bargaining unit, the wages and working conditions will be the same as the provisions of this AGREEMENT.



**ARTICLE 26**  
**DURATION OF AGREEMENT**

- 26.1** This AGREEMENT shall be in full force and effect from July 1, 2021 to and including June 30, 2023 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the AGREEMENT is served by either party upon the other at least one hundred twenty (120) days prior to the date of expiration as provided in Chapter 273-A; 3:11A (PELRB). Where no such cancellation or termination notice is served, and the parties desire to continue this AGREEMENT but also desire to negotiate changes or revisions in this AGREEMENT, either party may serve upon the other a notice at least one hundred twenty (120) days prior to budget submission date, as provided in Chapter 273-A; 3:11 (PELRB), advising that such a party desires to revise or change terms or conditions of such AGREEMENT and specifies the articles to be renegotiated. The AGREEMENT shall remain in full force and effect until such changes and revisions have been agreed upon.

**ARTICLE 27**  
**RESIGNATIONS**

- 27.1** Because of prorated pay, a written resignation must be received by the immediate supervisor a minimum of two (2) weeks prior to the effective date of resignation. Employees who work through the end of the school year and provide notice of resignation prior to June 30 shall be continued on the District's health insurance plan in July and August upon advance payment of premium co-pay.

**ARTICLE 28**  
**STEPS**

- 28.1** Salary steps shall equal years of service. When hiring paraeducator the District may give up to five (5) years of credit on the salary schedule for experience as a teacher or comparable educational professional.

**ARTICLE 29**  
**COPIES OF AGREEMENT**

- 29.1** All paraeducator employees shall be provided with a copy of this working AGREEMENT. Supervisors shall provide each new employee with a schedule of hours of work and their job description.

**ARTICLE 30  
MILITARY LEAVE**

**30.1** An employee called to serve a training tour of duty or for emergency (flood, hurricanes, riots, etc. or upon the call of the Governor of the State of New Hampshire) with the National Guard or Armed Reserves will suffer no loss of pay or fringe benefits and will be paid the difference between the fee received for such service and the amount of straight time earnings lost by reason of such service. This shall be limited to eleven (11) work days per school year.

**ARTICLE 31  
WAGES**

COLA Adjustment

Effective July 1, 2021 through June 30, 2023, wage increases for employees in this bargaining unit shall be as follows:

Paraeducator Wage increase:

2021-2022: Rolling COLA, Plus Step, Addition of Step 7  
(Step7= \$22.38)

2022-2023: Rolling COLA, Plus Step (includes new Step 7)

Interpreter Tutor Wage increase:

2021-2022: Rolling COLA Plus Step  
2022-2023: Rolling COLA Plus Step

Literacy/Title I Tutor Wage increase:

2021-2022: Rolling COLA plus Step  
2022-2023: Rolling COLA Plus Step

The annual COLA adjustment percentage increase shall be computed which shall not be less than 2% nor more than 5%.

The COLA Adjustment percentage shall be determined by the ten (10)-year rolling average of the annual increase in the CPI-U for the Boston-Cambridge-Newton-MA-NH all items index as computed by the Bureau of Labor Statistics of the U.S. Department of Labor for the most recent calendar year preceding the July 1 adjustment. BLS's calendar year for this index is November through November. It is not published on a December to December basis. The reference base is 1982-1984 equals 100 until BLS updates the reference base at which time the parties agree to adopt the official reference based as used by BLS.

Thus if the ten (10)-year average CPI-U for the Boston SMSA is 1.5% the applicable COLA adjustment would be 2%; if it is 3.5% the applicable COLA adjustment would be 3.5%; if it is 5.5% the applicable COLA adjustment would be 5.0%.

The wage scales for Paraeducators shall be:

July 1, 2021	
Step	Rate
1	\$15.07
2	\$15.90
3	\$16.78
4	\$17.71
5	\$18.69
6	\$21.97
7	\$22.38

The wage scales for Interpreters/Tutors shall be:

July 1, 2021	
Step	Rate
1	\$23.47
2	\$24.94
3	\$26.32
4	\$29.15

The Wage Scales for Literacy/Title I Tutors shall be:

July 1, 2021		
Step	Non-Certified	Certified
1	\$18.12	\$20.12
2	\$18.91	\$21.01
3	\$19.78	\$21.95
4	\$20.67	\$22.95
5	\$21.88	\$23.99
6	\$25.12	\$27.23

Applicability After Contract Expires: It is clearly understood that in the event that the Working Agreement expires without a successor Working Agreement being settled prior to July 1, 2023, that no further COLA adjustments after July 1, 2023 will be generated under the Working Agreement even though the Working Agreement has an evergreen clause. It is further agreed that continuation of COLA adjustments are not to be deemed "status quo" as the term has been used by the PELRB in the event that a successor agreement has not been settled by July 1, 2023.

Should there be a difficulty in hiring, the District may, after consultation with the Association, eliminate the first step of the paraeducator pay scale. This may only occur once and should it occur, this language will become null and void. Should there be any employees on the first step of the paraeducator pay scale if/when the step is eliminated, those employees would immediately be moved up to the new first step.

## **ARTICLE 32 EVALUATIONS**

**32.1.** The parties recognize the importance of a procedure for evaluating the performance of both newly employed and experienced paraeducators for the purpose of identifying individual strengths, weaknesses and for improving the level of instruction in the school district.

**32.2.** The District shall provide copies of any evaluation forms and/or associated documentation at the beginning of the school year. The District shall also communicate to the employees the process for evaluations. If the evaluation process needs revision, input from the association will be sought and considered. Changes to the evaluation process shall, upon adoption by the School Board, be sent to the Association President.

**32.3.** Evaluations will be done by the employee's Building Administrator in conjunction with the employee's immediate supervisor. Such evaluation shall be ongoing and will be done on evaluation forms with the objective of meeting the roles and responsibilities of the job. Prior to May 15<sup>th</sup> each employee shall receive a written copy of the employee's annual evaluation. A conference between the immediate supervisor and/or Building Administrator and the employee will be held to discuss the evaluation.

**32.4.** No evaluation that has not been shown to the employee may be placed in the employee's file. The employee shall sign the evaluation; however, such signature shall indicate only that the evaluation has been reviewed by the employee and shall not necessarily indicate concurrence with the contents. The employee will have the right to attach a written response to the evaluation.


**32.5.** If a paraeducator is found in need of improvement and the District determines that training will improve proficiency, the District will provide opportunities for training to enhance proficiency.

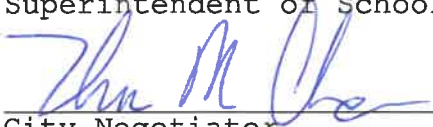
**SIGNATURES**

Signed this 10<sup>th</sup> day of September, 2021.


For the Portsmouth  
School District

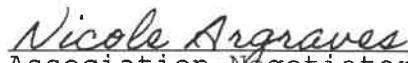
  
\_\_\_\_\_  
Chairman, School Board

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

  
\_\_\_\_\_  
City Negotiator

For the Portsmouth  
Paraeducators'  
Association NEA/NH

  
\_\_\_\_\_  
President, Association's  
Negotiating Committee

  
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Association Negotiator  
NH-NEA UniServ Director

