

**Barnstead Educational Support Team, NEA-NH
Proposed CBA 12-14-2023**

MASTER CONTRACT

Barnstead Educational Support Team, NEA-NH

And

Barnstead School Board

July 1, 2024 – June 30, 2027

Approved: 3/25/24

Table of Contents

Article 1	Definitions	2
Article 2	Recognition	3
Article 3	Jurisdiction and Authority of the Board	3
Article 4	Union Rights	3
Article 5	Negotiations Procedure	4
Article 6	Employee Rights	5
Article 7	Probationary Period	6
Article 8	Work Year/Day and Assignments	6
Article 9	Working Conditions	8
Article 10	Vacancies, Transfers and Promotions	9
Article 11	Compensation	9
Article 12	Benefits	12
Article 13	Leaves	14
Article 14	Extended Leaves of Absence	18
Article 15	Retirement Salary	19
Article 16	Grievance Procedure	19
Article 17	Seniority and Reduction in Force	21
Article 18	Conformity to Law and Savings Clause	21
Article 19	Duration	21
Appendix A	Dues Deduction Form	22
Appendix B	Intent to Re-Employ and Contract	23
Appendix B-1	Confidential Notice of 1 on 1 Assignment	24
Appendix C	Wage Schedules	25
Appendix D	Evaluation Plan	27

ARTICLE 1
Definitions

1.1 Definitions

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

1. The term “school” means any work location or functional division maintained by the Board where instruction is offered to the children enrolled in the Barnstead School District.
2. The term “employee” means a person included in the bargaining unit.
3. The term “Board” means the Barnstead School Board or any of its agents.
4. The term “Union” or “Association” means the Barnstead Educational Support Team, NEA-NH.
5. The term “Principal” means the individual contracted to be the responsible administrative head of the Barnstead Elementary School.
6. The term “Superintendent” means the individual contracted to be the responsible administrative head of the Barnstead School District, SAU 86.
7. The term “Supervisor” means the individual contracted to be the immediate administrative supervisor of the Employee(s), other than the Principal and the Superintendent.
8. The term “Parties” means the Barnstead School Board and the Barnstead Educational Support Team, NEA-NH.
9. Employee Categories:
 - a. **Calendar Year**: Full-time personnel working a minimum of eight hours per day (40 hours a week) for 52 weeks.

See sidebar.
 - b. **School Year**: Personnel working a minimum of six hours daily (30 hours a week) for 180 days or more. Any employee employed during the 2009-2010 school year who is working at least 26 hours per week for at least 180 days and has been provided benefits as a School Year employee will continue to do so.
 - c. **Part-time**: All other part-time personnel.
10. Para I: A professional who is certified or will become certified within one year from the date of hire by the NHDOE as a Paraeducator I.

11. Para II : A paraeducator who is certified by the NHDOE as a Paraeducator II.

ARTICLE 2
Recognition

- 2.1 The Board recognizes the Barnstead Educational Support Team, NEA-NH, for purposes of collective negotiations according to RSA 273-A as the exclusive representative of all full and part-time employees in the following classifications; paraeducators, Title I reading tutors, food service staff, custodians, secretary, receptionist/secretary, SPED secretary, behavior planning supervisor, and office manager of the Barnstead School District as certified by the New Hampshire Public Employee Labor Relations Board Decision No. 2023-245.
- 2.2 **New Positions**
If any new employee position is created during the life of this Agreement and the parties cannot mutually agree on its inclusion in the bargaining unit, either party may request a clarification and determination from the New Hampshire Public Employee Labor Relations Board per the guidelines of RSA 273-A.

ARTICLE 3
Jurisdiction and Authority of Board

- 3.1 It is understood and agreed that the Board retains all rights, responsibilities, and prerogatives not specifically modified by this Agreement.

ARTICLE 4
Union Rights

- 4.1 All employees shall have the right to full freedom of association and self- organization and shall be free from restraint, coercion, interference, discrimination or reprisals by the Board by reason of membership in the Union or participation in any of its activities or exercise of individual rights under RSA 273-A.
- 4.2 The Union has the right to use the school building at reasonable hours for meetings, with advance requests to the Principal/ Administration.
- 4.3 Representatives of the Union and their affiliates shall be permitted to transact Union business on school property at times that do not conflict with the school day schedule.
- 4.4 The Union and its representatives shall have the right to use school facilities and equipment, including computers, copy machines and other equipment at reasonable times, with advance request, when such equipment is not otherwise in use as specified by the Principal. The Union will assume the cost of consumable materials. The Board agrees to provide bulletin boards in convenient places in each work area, to be used by the Union. The Union agrees to maintain such bulletin boards in a neat and orderly condition.
- 4.5 The Union shall be given sufficient time on the agenda of the beginning of the year staff meeting to explain Union activities. The Union shall be given one hour on the agenda of the beginning of the year staff meeting to explain Union activities either to all employees and/or new hires specifically. The Union shall also be provided at least a half-hour for the

Union President or designee to meet with each new employee within the first five (5) days of work of each such employee.

- 4.6 The Union shall be credited with a sum total of three (3) days of paid leave per year to be used by employees who are officers or agents of the Union as determined by the Union President for the purpose of attending seminars, conventions and other union related business. Days may be utilized in half-day increments. The Principal will be notified within a reasonable time prior to the commencement of such leave.
- 4.7 The Union President or designee shall be allowed to receive telephone calls and emails as reasonable during the work day, with notice to the appropriate administrator.
- 4.8 Upon receipt of a standing request, the Union is entitled to a copy of School Board agendas and minutes which shall be made available by delivery to the attention of the President, Barnstead Educational Support Team, Barnstead, NH.
- 4.9 Full-time and part-time Employees who are members of the Association on the effective date of the Agreement or join the Association at any time thereafter acknowledge that the membership in the Association is continuous from year to year, except that each member shall have the opportunity annually to withdraw from membership in the thirty (30) day period between June 1st and June 30th. The notice of withdrawal shall be in writing, postmarked no later than the end of the thirty (30) day period, and addressed and delivered to:

NEA-NH
9 South Spring Street
Concord, NH 03301

- 4.10 The Board agrees to deduct Union dues in equal payments when properly notified by the Union by means of a signed authorization form (Appendix A) for each unit employee so desiring such deduction. Such deduction authorization will be continued each year thereafter unless notification is received from the employee in writing by the Board and the Union between June 1st and June 30th in any year. The Board also agrees to forward any and all such funds to the Treasurer of the Union on a monthly basis along with a record of such deductions.
- 4.11 On or about September 30th of each year, the District shall prepare a list of all bargaining unit members, their position, the days, and hours each employee is scheduled to work for the fiscal/school year, the home addresses, the rate of pay, and whether each such Employee is paying dues to the Association by dues deduction. The District shall email such a list to the Association President and to the NEA-NH UniServ Director.

ARTICLE 5

Negotiations Procedure

- 5.1 All collective bargaining shall be conducted between members of the School Board and/or its designees and designated representatives of the Union.
- 5.2 The Board will furnish the Union upon request such information as is needed to make

reasonable proposals and such other information as will assist the Union in developing constructive proposals and programs on behalf of the Union.

- 5.3 All meetings with Board representatives for the purpose of negotiations shall be held at mutually agreeable times. Up to twenty (20%) percent of the bargaining unit, not to exceed five (5) Association representatives, shall be granted release time without loss of time or pay for preparation and negotiating on behalf of the Association during agreed upon bargaining sessions.
- 5.4 Personnel policies, practices and matters which affect mandatory subjects of bargaining or which are affected by the terms and conditions of this Agreement shall not be changed or implemented without prior negotiations.
- 5.5 Any agreement reached shall be reduced in writing and be signed by the Board and the Union after ratification by the voters. A copy of the Agreement shall be filed with the New Hampshire Public Employee Labor Relations board within fourteen (14) days of the signing. The Union shall be responsible, within thirty (30) days of the signing, for publication of the Agreement in booklet form and distribution of the Agreement to the Union and providing requisite copies to the Board. The Board shall be responsible for providing copies of the Agreement to newly hired employees.
- 5.6 While terms of this Agreement have been a product of good faith negotiations, both parties recognize the fact that funds negotiated in this agreement must be appropriated by the District. Any Agreement reached which requires the expenditure of such funds for its implementation shall not be binding on the parties, unless and until the appropriations have been made by the voters of the District. The Board shall make a good faith effort to secure the funds necessary to implement said agreements. If the school board proposed budget for the implementation of this agreement is not approved, negotiations shall be reopened.

ARTICLE 6

Employee Rights

- 6.1.1 An administrator may meet with an employee at any time to investigate an incident. The employee may have a Union representative present at any investigatory interview or any meeting where discipline or adverse evaluation may result. When a request for representation by an employee is made, no further action shall be taken with respect to the employee until such representative of the Union is present. No Employee will be disciplined, discharged, non-renewed, or reduced in rank or compensation without just cause.
- 6.1.2 Discipline shall be administered in a fair, consistent and reasonable manner. Discipline shall be defined as discharge, suspension, non-renewal, or warning (oral or written). This standard does not apply to a probationary employee.
- 6.1.3 In the event of a written warning, suspension, non-renewal or dismissal, the District will state in writing to the employee, the reasons for action taken. A copy of said disciplinary action shall be handed to or delivered to the employee at the time the discipline is issued.
- 6.1.4 Each employee shall be entitled to access his/her personnel file at any time upon

reasonable notice to the Superintendent or his/her designee. The employee may, if he/she wishes, have a representative of the Union accompany him/her during such review. Other examination of an employee's files shall be limited to qualified supervisory personnel.

- 6.1.5 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 part of said employee's file. Reproductions of such material may be made by hand or copying machine, if available. No material will be placed in an employee's personnel file without written notification to the employee. Complaints that are unsubstantiated shall not be put in an employee's personnel file.
- 6.1.6 An employee shall be notified of any complaint regarding that employee made to any member of the administration by a parent, student or other person. A complaint which may result in an addition to the employee's personnel file shall be promptly investigated within thirty (30) school days. The employee shall have an opportunity to respond in writing and all such responses shall be attached to all copies of any written complaints in all filed copies.
- 6.1.7 Evaluations shall be done in accordance with the Barnstead School District and B.E.S.T. Evaluation Plan (Appendix D). An evaluation committee with equal representation from the administration and union shall meet at least once annually to review the plan and recommend any changes to the plan to the parties.
- 6.1.8 The annual letter of appointment shall be delivered to each Employee by June 1.
- 6.1.9 Every bargaining unit position shall have a full and complete job description on file at the SAU office.

ARTICLE 7
Probationary Period

- 7.1 The first forty-five (45) calendar days of regular employment on an uninterrupted basis shall be the probationary period.
- 7.2 The District may terminate a newly hired person from employment within the probationary period. Termination of a probationary employee shall not be grievable.
- 7.3 Annual re-nomination of Employees by the Superintendent to the Board shall be made after consideration of students' needs and Employees' annual reviews. Seniority shall be considered in the re-nomination process; however, both parties recognize that seniority does not confer any rights of tenure or re-nomination.

ARTICLE 8
Work Day and Year

- 8.1 The work year for Calendar Year Employees shall be for all full-time personnel working a minimum of eight hours per day (40 hours a week) for 52 weeks.

- 8.2 The work year for School Year Employees, except the secretary/receptionist position employees, shall be no more than 185 days and no less than 180 days. Required non-school work days shall be within one week of the beginning or end of the school year. The secretary/receptionist position may be required to work an additional twenty (20) days in the summer. In the event of a canceled school day which is not made up by the District, or in the event of unanticipated early release or delayed opening, the employees shall suffer no loss in pay. On scheduled early release days, employees shall suffer no loss in pay from their regular work day. On these early release days, the District will schedule professional development and/or allow employees to perform work related tasks such as billing and other documentation which is necessary for their job assignment.
- 8.3 No employee or position shall have hours reduced for the purpose of making that employee or position ineligible for benefits.
- 8.4 The current practice regarding lunch and breaks shall remain in effect. Duties shall be assigned on an equitable and fair basis in terms of number and nature of assignments.
- 8.5 All employees shall be granted the following holidays, to be taken on the day observed by the District, with pay. Employees shall receive the employee's regular daily rate of pay.

Calendar Year Employees:

New Year's Day
Civil Rights Day
Memorial Day
Independence Day
Labor Day
Indigenous People's Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

School Year and Part-time:

New Year's Day
Civil Rights Day
Memorial Day
Labor Day
Indigenous People's Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

- 8.6 Supervisors shall meet with the employee not later than May 15th to discuss the employee's current assignment and anticipated assignment for the upcoming year.
- 8.7 Para-educators shall be notified no later than June 1st of their specific assignment for the upcoming year on the Intent to Re-Employ Form. (Appendix B) Specific assignment means the grade level, child (for 1:1's), and case manager. All employees will have their supervisor designated by the employer within their individual contracts upon the issuance of

the contracts.

The District shall have the right to change the specific assignment after June 1st if necessary to meet the District's unanticipated or unforeseeable needs and the unanticipated or unforeseeable needs of its students. If a change is necessary, the employee will be notified as soon as possible and there shall be a meeting between the Union, affected para-educator and Administration at which time the Administration shall explain the unanticipated and unforeseen needs triggering the need for a change in assignment.

- 8.8 The Administration shall be responsible for arranging for coverage for employees and for duties assigned to employees when they are on an excused absence or attending to other required responsibilities such as attendance on field trips.

ARTICLE 9

Working Conditions

- 9.1 The employer shall follow NH Department of Labor standards and the OSHA standards.
- 9.2 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- 9.3 Employees shall not be required to use personal equipment on school premises or for school work. The administration shall furnish all necessary tools and equipment; "necessary" tools and equipment shall be determined by the supervisor.
- 9.4 All Employees shall be provided with a safe and secure work environment. No employee shall be required to dispense or administer medication or provide services to a student or toileting of a student unless they have received the necessary training as determined necessary by his or her supervisor and have received certification, if applicable, or other documentation of the training.
- 9.5 Understanding that paraeducator employees may be assigned to work with students who are disruptive or repeatedly violate rules and regulations due to manifestations of their disabilities. Administration shall annually offer non-violent crisis prevention and intervention (CPI) training to all paraeducator employees, who shall participate in such training at least once every two years and shall be paid for their time in training. Employees who have not been trained as set forth above, shall not be assigned to such students.
- 9.6 Unless required by an IEP, employees shall not be required to place a student into or remove a student from a vehicle during drop-off and pick-up times and unless such employee has received proper training before being required to provide such assistance.
- 9.7 The Employee shall not be responsible for writing, modifying and/or providing the curriculum for any students assigned to the Employee, unless properly trained and/or certified.
- 9.8 Any Paraeducator as set forth in Article 1 (including special education Paraeducators, tutors, teaching assistants, Title I reading assistants, Title I math assistants, classroom assistants, educational assistants, library assistants, or other educational support workers not certified and employed as teachers shall apply to the NHDOE to obtain a Paraprofessional I

certification within ninety (90) days of the effective date of this Agreement and/or ninety (90) days from the date of hire for newly hired employees. A copy of the application shall be submitted to the SAU office. Subsequently, all Para-educators must maintain certification at a minimum of the Paraprofessional 1 level as a condition of employment.

- 9.9 The BEST employees shall check their email each shift during the first hour and last hour.

ARTICLE 10

Vacancies, Transfers and Promotions

- 10.1 A vacancy shall be defined as any newly created position or a present position within the school building that is open and in need to be filled within the District. There will be a job description for each position.

- 10.2 Posting of Positions

As soon as a vacancy exists within the District, the Superintendent will post a notice of the vacancy in each teacher's room and electronically on the district web site or a public website such as EdJobsNH. This vacancy notice will include the job title, job requirements, pay range, hours of work, and work year for the position. Posting of positions will remain on display for at least ten (10) work days.

Current Employees may request a transfer to said position. Employees who are qualified and apply in accordance with the terms of a posting shall be considered and given an opportunity to interview for the vacancy.

- 10.3 The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible. Any employee asked by a supervisor to temporarily assume the duties of another employee within the bargaining unit, will be compensated at the higher rate for those duties.

ARTICLE 11

Compensation

- 11.1 Subject to approval of the NH Department of Labor, school year employees may elect to be paid in 21 or 26 equal payments with a reconciliation in the last pay period of June. In order to elect equal payments, the employee must agree to reimburse the District if the employee leaves employment for any reason prior to the end of a school year and has been overpaid.

- 11.2 Effective July 1, 2024, all existing Employees shall be placed on the wage schedule based upon direct applicable work related experience and certification as attached hereto as Appendix C. Newly hired Employees shall be placed on the wage schedule in Appendix C based on directly applicable experience and Employee certification, if any, provided that no new Employee will be paid more than an existing Employee with an equivalent certification, education, and years of experience. Employees on steps 1 through 10 will advance one step on the wage schedule effective July 1 of each subsequent year of this Agreement. In order to advance a step an Employee must have worked at least one half (½) of the previous work year. Use of paid leave will count as time worked for purposes of this Article only.

- 11.3 The District will pay time-and-one-half for overtime hours as required by New Hampshire Law and the New Hampshire Department of Labor regulations, as amended.
- 11.4 An Employee who works after school at unified sports, social events, overnight trips, or other similar extra-curricular work, shall be paid at their regular rate of pay plus any overtime resulting from an overnight trip, on the next regularly scheduled pay period. Stipends shall be paid in the next pay period following the conclusion of the activity.
- 11.5 Inclement Weather:
- (a) Employees who have elected to be paid by wage averaging shall be paid according to such election in the event of a curtailment of school operations due to inclement weather. Employees who have not elected to be paid by wage averaging and are not required to work by the Superintendent shall not report, nor will they be paid for such days. In the event of a delayed opening or an early release, Employees will be paid for the entire day if they are able to report for work.
- (b) In the event of a delayed opening due to inclement weather, Employees shall be expected to report to work thirty (30) minutes prior to the announced time of the school's delayed opening. In the event of an early dismissal due to inclement weather, Employees shall be expected to work until fifteen (15) minutes after the student dismissal time.
- (c) Administrative Assistants may be directed to report for work or released from work on a different schedule than food service workers, IT personnel, or Para-educators.
- (d) Custodians shall work as directed during periods of inclement weather. Any employee may be assigned to work remotely during periods of inclement weather at the discretion of the Principal.
- (e) Any Employee called into work shall be paid for at least two (2) hours of work.
- 11.6 (a) Employees will be eligible to apply for prepayment or reimbursement for courses, workshops or seminars that will enhance their knowledge and skills for their current positions. Requests for approval shall be made prior to scheduling any class, workshop, or seminar to the appropriate administrator, subject to the approval of the Superintendent. Approval may not be unreasonably denied. Reimbursement shall be made upon providing evidence of successful completion of the course, workshop, or seminar.
- (b) The Board shall establish an account in the amount of \$10,000 per contract year to finance this program. Funds will be made available on a first-come, first-serve basis based upon the date of approval. No employee shall be eligible to receive more than \$300 per year. The Superintendent shall have the authority to pre-pay the cost of any such class, workshop, or seminar upon the written request of the Employee. In the event that an Employee does not complete or attend a pre-paid class, workshop or seminar, the Employee shall repay the District for all of such pre-paid costs and such amount shall be deducted from the Employee's last check of the school year. Written authorization will be given to the District to deduct the outstanding amount from such last check. These funds may be used to reimburse or pay for the cost of an initial certification as well as used for the reimbursement or payment of the cost of a recertification fee.
- (c) In the event there are unused funds as of May 1 in each school year, Employees who

have additional outstanding expenses for courses, workshops, or seminars may apply to the Superintendent for reimbursement of such additional expenses. Funds will be available on a first-come, first-served basis based upon the date of application by the Employee. Such reimbursements shall not be unreasonably denied.

- 11.7 If a para-educator is assigned to substitute for a teacher, the para-educator shall be compensated, in addition to his/her regular rate of pay, at the rate of at least five dollars (\$5.00) per hour for any portion of an hour after the first hour. If the substitution or coverage extends beyond an hour, the paraeducator will be paid in fifteen (15) minutes increments based on the \$5.00 per hour rate. {Note: For example, a para-educator who subs for two (2) hours, the paraeducator would receive an additional ten dollars (\$10.00). Time calculated in this provision shall be cumulative and not consecutive, and assignment to substitute positions will not be managed to avoid application of this provision.
- 11.8 Any employee who works with one or more students whose medical needs necessitate the services of a Licensed Nurse Assistant (LNA), then a certified LNA who works with such students shall be paid \$2 per hour in addition to any other wage, stipend, and/or differential.
- 11.9 Employees who are required by their supervisor to use private automobiles for school-related business shall be reimbursed at the current IRS mileage rate.
- 11.10 All committees will be recommended by the Principal and approved by the School Board. The Union will be provided a list of current approved committees at the start of each school year. When a new committee is being formed, the Union Leadership, the Principal, and the Superintendent shall work collaboratively to define the responsibilities of the committee, estimate the level of time and effort, and determine a recommended compensation for each member.

BEST members participating in committee work shall be compensated based on the recommendation presented by the principal and approved by the board to be paid in two equal installments: the first pay period in December and the last pay period in June. BEST members shall have equal opportunities to serve on committees. Committee assignments are voluntary, during the school year, and equitable among members of the bargaining unit.

- 11.11 Longevity:
Employees having completed a minimum of eight (8) years of uninterrupted service to the Barnstead School District shall receive an annual longevity amount, based on the chart below, on or before December 1st. For purposes of longevity payment, years of service are calculated as of July 1 of each year.

The following longevity bonus payments will be paid to qualifying staff.

Upon the completion of year 8 through year 11:	\$500/yr.
Upon the completion of year 11 through year 15:	\$750/yr.
Upon the completion of year 15 through year 20:	\$1,500/yr.
Upon Completion of year 20+:	\$1,750/yr.

Beginning 2025-2026

Employees who have completed a minimum of eight (8) years of uninterrupted service to the District shall receive an annual longevity stipend as follows. Longevity payments shall be made during the final pay period in June and shall not be prorated if an employee leaves

the district's service prior to the end of the contract year.

Upon the completion of year 8 through year 11:	\$500/yr.
Upon the completion of year 11 through year 15:	\$750/yr.
Upon the completion of year 15 through year 20:	\$1,000/yr.
Upon completion of year 20+	\$1,500/yr.

- 11.12 All of the above Article 11 provisions shall be granted to part-time employees on a pro-rated basis and calculated based on the part-time hours assigned as compared to a full-time work week of thirty-five (35) hours.

ARTICLE 12 **Benefits**

12.1 Medical Insurance:

The Board shall provide a health benefit plan for employees of the bargaining unit after thirty (30) calendar days of employment. The schedule of benefits will be substantially comparable to the AB20 Rx10/20/45 medical and hospital benefits presently currently offered by NH HealthTrust:

BC3T5RDR-R\$3/15M\$1**
AB 20 Rx10/20/45
Lumenos 2500/5000

** This plan is only available for employees enrolled in the plan during the 2015-16 contract year.

The District contribution towards any eligible plan will be based on the AB20 Rx10/20/45 premiums.

- 12.2 For Calendar Year employees, the District shall pay ninety percent (90%) of the premium cost of the AB20 single plan or eighty-five percent (85%) of the premium cost of the AB20 two person or family plan. The employee shall be responsible for the remainder through payroll deductions.

- 12.3 For School Year employees, the District shall pay eighty-five percent (85%) of the AB20 single plan. The employee shall be responsible for the remainder through payroll deductions. If the employee elects two-person or family coverage, he/she will be responsible for the additional premium until he/she meets eligibility for District contribution as follows:

For School Year employees employed by the District prior to July 1, 2014 who have worked for the District for more than three (3) years with less than a break of two years of service provided the break was an approved leave of absence with a stated intention to return on an approximate date, the District shall pay seventy-five (75%) of the premium cost of the AB20 two-person or family plan. The employee shall be responsible for the remainder through payroll deductions.

School Year employees employed by the District on or after July 1, 2014 who have worked for the District for five (5) or more years with less than a two (2) year break in service,

provided the break in service was an approved leave of absence with a stated intention to return on an approximate date, the District shall pay seventy-five percent (75%) of the cost of the AB20 two-person or family plan. The employee shall be responsible for any additional premium through payroll deduction.

- 12.4 Part-time employees shall be entitled to enroll in the district medical insurance *at their own expense* and subject to the insurer's permission provided the employee pays the premium to the district by the tenth (10th) of the month prior to the month of coverage. This coverage will be provided as long as inclusion of the Part-time employee's participation in the group does not jeopardize health insurance coverage for any Barnstead School District and/or SAU #86 employees based on Health Trust participation requirements. The Union shall be informed in advance of any issues regarding continued participation of Part-time employees.
- 12.5(a) The District shall contribute \$500 annually to the Health Trust Health Care Flexible Spending Account (FSA) to non-probationary employees who do not qualify for employer contributions to health insurance. Upon completion of the probationary period, a prorated amount shall be contributed to the employee's account. Employees may contribute an additional \$500 to this account. Any portion of this account not spent by the employee on an annual basis will be forfeited by the employee except however the district will exercise the option available under the plan for the extended reimbursement deadline. Should an employee terminate employment with the District, benefit costs will only be covered through the date of termination.
- 12.5(b) Any employee receiving an FSA contribution in 2015-16 who elects to continue to participate in the FSA will receive an annual payment in the gross amount of \$500 in the final payroll of June, subject to standard payroll withholdings.
- 12.6 For insurance eligibility, the employee's date of hire under the BEST contract shall be utilized. The District shall note the date that an employee becomes eligible for insurance on his/her appointment letter.
- 12.7 The District shall maintain the Section 125 plan.
- 12.8 Employees who are eligible for employer contributions to health insurance and who show proof of otherwise being covered by a health insurance plan will be eligible for compensation in lieu of the District's health plan. Calendar Year employees receive \$1,500. School Year employees shall receive \$1,000. The compensation will be prorated and added to each paycheck.
- 12.9 Employees who waive their entitlement to District health insurance and then have a qualifying event that requires them to access the District's plan shall reimburse the District on a pro rata basis.
- 12.10 The Union and the Board agree to form a committee to evaluate health coverage options which provide appropriate health coverage for the District's employees and that are as cost effective as possible.

The Committee shall be comprised of 6 members, three (3) appointed by the Board and three (3) appointed by the Union.

The Committee shall meet as frequently as it deems necessary to evaluate health coverage options available to the District and to make a recommendation to the parties' negotiating committees whether or not the current health care coverage selected by the District should be modified. Said recommendation shall be made on or before December 1st of each year of the contract.

In the event the recommendation of the Committee is approved by the Board, Union Membership and the Negotiating Committees and, to the extent necessary, is adopted by the voters of the District, the parties herein agree to modify this collective bargaining agreement as soon as possible.

- 12.11 Dental Insurance: The Board shall provide at no cost to an employee who is qualified for employer contributions to the District's health insurance plan, a single person plan for the Health Trust Dental Plan Option 1A. The employee shall have the option to purchase the two-person or family plan at the employee's expense. This contribution is required by the HealthTrust.
- 12.12 The District agrees to make available, at the employee's own expense, AFLAC insurance programs.
- 12.13 Employees working 30 hours or more per week shall participate in the NH Retirement System, consistent with NHRS regulations.
- 12.14 The Barnstead School Board and Barnstead Educational Support Team mutually agree that the parties will reopen negotiations on Article 12 during 2024-2025, to conclude by February 1, 2025.

ARTICLE 13 **Leaves**

- 13.1 Employees will have paid sick leave days per year which may be used for the illness or injury of the employee or members of the employee's immediate family, or any other proper FMLA purpose. Calendar Year and School Year employees shall be allowed to accumulate sick leave up to sixty (60) days. Part-time employees shall be allowed to accumulate sick leave up to twenty (20) days. Part-time employees may use up to two (2) days a year of sick leave for non-medical emergency purposes.

Sick days will be earned at the rate of one day per month. Employees may have immediate access to sick days earned or eligible to be earned for the current year, but if terminated or resigns before they have accumulated the adequate number of days that were used, days not accumulated but taken will be deducted from their final pay.

- 13.2 Any employee on sick leave is entitled to the benefits that they would have if not on sick leave. The Board at its sole discretion may extend paid sick leave benefits beyond the employee's accumulated days if an unusual circumstance exists.
- 13.3 Personal Leave: Each calendar and school year Employee accrues and shall have four (4) days of personal leave to use during the school year by application to the Supervisor and

approval of the Superintendent. Such requests shall be submitted in writing at least one (1) day in advance. Personal leave will be limited to legal matters, business transactions, or personal household or family matters that require the Employee to be absent during the school hours. The Employee will not be required to give specific reasons when requesting personal leave; however, in using personal leave, the Employee assures the Board that the reason for which personal leave is being taken cannot be accommodated on a non-school day. The granting of personal leave during the first two and last two weeks of the school year or on any day immediately before or after a holiday or school vacation will be considered only under emergency circumstances with reasons submitted to the Superintendent or designee in writing for approval prior to the employee's absence. Approval shall not be unreasonably withheld.

13.4 Bereavement Leave: Each Employee shall have five (5) days of paid bereavement leave in the event of the death of an immediate family member, or immediate family member of the Employee's spouse, which includes, but is not limited to: spouse, children, son-in-law, daughter-in-law, parents, parents in kind, father-in-law, mother-in-law, grandparents, grandchildren, brother and sister or other significant individual. The Superintendent may at her/his discretion grant additional days.

13.5 Eligible Employees will be entitled to benefits as provided in the Family and Medical Leave Act of 1993, PL 103-3, and any subsequent amendments. A full copy of FMLA will be available in each building.

13.6 Military Leave: An employee who is active Military and is called for service must provide a copy of their military orders detailing the anticipated absence from work to the SAU office no less than two weeks prior to leave in order to be paid in accordance with federal law under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA").

13.7 Vacations:

Calendar Year employees shall accrue vacation benefits based on the following years of service:

1-4 years	.833 days per month cumulative to 10 days
5-9 years	1.25 days per month cumulative to 15 days
10+ years	1.667 days per month cumulative to 20 days
20+ years	2.084 days per month cumulative to 25 days

Vacation may be utilized after six (6) months of employment. Requests for vacation time must be made to the employee's principal or immediate supervisor in advance and must be approved. Such approval shall not be unreasonably withheld.

Employees who move from School Year or Part-Time to Calendar Year will be credited with accrued service, prorated accordingly, to the district in order to determine vacation accrual amount.

Beginning 2025-2026

(a) Vacation eligibility shall be determined as of July 1 of each year. However, initial vacation eligibility shall be determined as follows: A new bargaining unit member who is employed between July 1 and January 1 shall be entitled to three (3) weeks paid vacation. A new bargaining unit member hired between January 2 and June 30 shall be entitled to one

(1) week paid vacation.

(b) Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor in consultation with the school principal. Such approval shall not be arbitrarily withheld.

(c) All full time year round employees contracted for 260 days shall receive the following vacations with pay:

1-4 years of District service	3 weeks paid vacation
5-9 years of District service	4 weeks paid vacation
10+ years of District service	5 weeks of paid vacation

13.8 Sick Leave Bank:

13.8.1 The Board agrees to establish a sick leave bank to cover employees in the event of a serious illness or disability.

13.8.2 The sick leave bank shall be administered by a committee composed of two (2) members of the Association appointed by the President, the school nurse, and an Administrator appointed by the Superintendent, hereinafter called the Administrative Committee. For the purposes of administering the sick leave bank, the parties agree that non-medical child rearing leave is governed exclusively by the provisions of Section 13.11.

13.8.3 The Sick Bank rotation list is a list of members of the sick bank to be initially established in July 2022. The initial list of members was placed in alphabetical order by date of hire. Subsequently, new enrollees, after contributing one day, will be added to the bottom of the list. New enrollees who join the bank on the same day shall be placed on the list in alphabetical order.

13.8.4 To join the sick leave bank, an employee must sign a Sick Bank Membership Form by September 30th of each year and shall donate one (1) day from those he/she receives in a one-year period to be deposited in said bank, such day to be deducted from the employee's annual sick leave in the second pay period in October. The Administrative Committee will provide the SAU office with a copy of all membership forms as well as the current rotation list by October 1st of each year.

13.8.5 The SAU business office shall deduct days from employees' sick leave as described above and shall keep a record of days accumulated in the sick bank, which may be audited by the President of the Association at any time.

13.8.6 The days in the bank may accumulate up to one hundred (100) days. When the bank reaches the maximum accumulation only new enrollees need to contribute to the bank. All new enrollees must contribute for their first three years of participation regardless of the total accumulation in the bank. These days in excess of the maximum shall be placed in reserve. Any days left in reserve at the end of the school year shall be lost. They shall neither continue to be held in

reserve nor restored to the enrollee.

- 13.8.7 A member becomes eligible to request benefits from the sick leave bank if suffering from a serious illness or disability provided he/she has exhausted all of his/her accrued sick leave. Said member may request up to twenty-five (25) days per application.
- 13.8.8 The request to use the sick leave bank shall be submitted in writing with supportive medical documentation to the Administrative Committee. The committee will determine whether or not, in its judgment, the employee qualifies to use the sick leave bank. If the Administrative Committee has determined that the employee qualifies to use the sick bank, it will submit its decision to the Superintendent who will release the days for use by the employee. The decision of the Administrative Committee shall be final and shall not be subject to grievance or arbitration.
- 13.8.9 When the days are drawn on the Sick Bank, the sick days held in reserve shall be used to restore the Sick Bank to its maximum of 100 days. If the bank falls below the maximum accumulation, participants must contribute only one of their sick days in the second pay period in October. Those days will be held to replenish the Sick Bank at the close of the school year in June, beginning with the top of the rotation list, until the Sick Bank is restored to the maximum allowed. Those contributing individuals will then be placed at the bottom of the rotation list. An accounting of the sick bank accrued and used days will be sent to the SAU office no later than June 1st of each year.
- 13.9 Leave Buy Back: The Board agrees to buy back the excess sick leave days over the maximum of sixty (60) days at twenty-five (25%) of the Employee's then effective current rate of pay. Donations to the sick bank are excluded from the buy-back plan.
- 13.10 Jury Duty: Employees who are called for jury duty which cannot be postponed or deferred, will be compensated for such absence from work at the normal daily pay and the Employee must turn in any jury pay received from the court to the SAU office. If mileage is received from the court, any such amount shall be retained by the Employee.
- 13.11 Leave Usage: Personal, sick, and/or vacation leave may be used in one-quarter day (1/4-day) increments.
- 13.12 Unpaid Leave:
- A. Parent Leave: Upon arrival of a child (either natural or adopted), either parent employed may request an unpaid leave of absence, subject to the approval of the Board. Upon return from such previously approved leave by the Board, the Employee shall be returned to a position for which the Employee is qualified.
- B. Unpaid leaves of absence for purposes other than educational enrichment may be granted for up to one (1) year upon recommendation of the Superintendent and approval of the Board. An Employee who is on leave of absence for more than one-half of the school year will not advance on the salary schedule the following year.

C. All unpaid leaves of absence must be requested in writing to the Superintendent prior to the leave being taken. The Superintendent may recommend approval of such leave to the Board, which may, at its sole discretion, grant such unpaid leave based on the individual merits of the request and the needs of the District.

D. In addition to any FMLA leave to which an Employee may be entitled, an Employee shall be granted child-rearing/maternity leave without pay upon the birth or adoption of a child, whose leave, including any FMLA leave, does not exceed 20 months. An Employee may return to work earlier from the approved leave at the discretion of the School Board.

E. During the time that an Employee is on such unpaid leave, the Employee shall be entitled to remain eligible for participation in all District fringe benefit programs, provided they shall be at the sole expense of the Employee. All benefits to which an Employee was entitled at the time of leave of absence commenced including unused, accrued sick leave will be restored to that Employee upon return. Subject to Article 11.2, whenever an Employee has worked more than one-half their contracted work year that Employee shall be moved to the next step on the salary schedule.

- 13.13 All of the above leave provisions shall be granted to a part-time Employee on a prorated basis and calculated based upon the part-time hours assigned as compared to a full-time work week of thirty-five (35) hours.

ARTICLE 14 **Extended Leaves of Absence**

- 14.1 In addition to any FMLA leave to which an employee may be entitled, an employee shall be granted child-rearing/maternity leave without pay upon the birth or adoption of a child upon written request to the Administration given at least sixty (60) days prior to the anticipated birth/adoption date. An employee on leave shall return at the beginning of a school year, provided that the total leave, including any FMLA leave, does not exceed 20 months. An employee may return to work earlier than the start of the school year at the discretion of the School Board.

During the time that an employee is on such unpaid leave, the employee shall be entitled to remain eligible for participation in all District fringe benefit programs, provided they shall be at the sole expense of the employee except as otherwise provided by FMLA. Employees shall not accrue service creditable for pay, benefits, or seniority during such leave.

- 14.2 Employees who are called for jury duty or who are in the military reserve and who are called to active duty in the United States military services which cannot be postponed or deferred, will be compensated for such absence from their contract duty to the District to the extent that the District will pay, during their contract, the difference between their per diem contract salary and their per diem jury or military pay for a period not to exceed one month.
- 14.3 All benefits to which an employee was entitled at the time of leave of absence commenced including unused, accrued sick leave will be restored to that employee upon return. Subject to Article 11.2, whenever an employee has worked more than one-half their contracted work year that employee shall be moved to the next step on the salary schedule. Any employee on an unpaid leave may opt to continue, at his/her expense, benefits under Article 12 of the Agreement.

ARTICLE 15
Retirement Salary

- 15.1 Employees who have completed at least consecutive fifteen (15) years of service to the District, with no more than a one (1) year lapse in service, may choose one of the following options for in their last year of employment:
- A. Fifty per cent (50%) of their total accumulated sick leave days up to a maximum of sixty (60) days at the employee's hourly rate multiplied by seven (7) hours per day.
 - B. The employee's hourly rate multiplied by seven (7) hours per day times the number of years that the Employee has served the District.

Employees must notify the Superintendent of their intent to retire, and the option selected by November 1st of the school year prior to the last year of employment. Payment shall be made by dividing the amount in section A or B above over the number of pay periods selected by the employee and paid as a salary increase for the duration of the last year of employment.

ARTICLE 16
Grievance Procedure

- 16.1 It is the intent of the parties that grievances be settled at the lowest step possible. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 16.2 A grievance is a complaint by an Employee, group of Employees, or the Association that there has been a violation, misapplication, or misinterpretation of any provision of this Agreement. Nothing contained in this Article shall diminish the right of any Employee covered hereunder to present his/her own grievance, provided that the resolution is not inconsistent with the terms and conditions of this Agreement. If an Employee declines representation by the Association, he/she shall do so in writing. An Employee shall not have the right to a representative other than from the Association without the permission from the Association.
- 16.3 The grievant is the Employee, group of Employees or the Association bringing the grievance.
- 16.4 The time limits of this Article shall be school days, except in a case where the grievance extends beyond the end of the school year; in such a case, a day shall be defined as Monday through Friday, excluding holidays.
- 16.5 A grievance is waived and will not be considered if not initiated, at the informal level, within twenty (20) school days from when the Employee and/or the Association should have reasonably known of the occurrence.
- 16.6 The Association shall have the right to be present at each meeting at each formal step of the grievance procedure and shall be given reasonable notice of the scheduling of every such meeting.
- 16.7 It is understood that the parties and witnesses will be guaranteed freedom from restraint,

interference, coercion, discrimination, or reprisal with respect to processing a grievance.

- 16.8 Informal Step: The usual procedure for an Employee to commence a grievance is to meet and discuss the matter in a conference with the Principal. It is expected that most grievances will be satisfactorily resolved through this procedure.

Formal Steps:

- 16.9 Step 1: If the grievant is not satisfied with the decision rendered at the Informal Step, the grievant may reduce the grievance to writing and submit the grievance to the Principal within ten (10) days of the date of receipt of the Informal Step decision. The written grievance shall state the factual and contractual basis for grievance. The Principal will consider the evidence provided by the grievant and issue a written decision within ten (10) days of receipt of the written grievance. The written decision shall be provided to the grievant and the Association.
- 16.10 Step 2: If the grievant is not satisfied with the decision rendered at Step 1, the grievant and/or the Association may appeal the grievance in writing to the Superintendent within ten (10) days of the date of receipt of the Step 1 decision. The written grievance shall state the factual and contractual basis for grievance and the appeal. The Superintendent shall meet with the grievant and the Association within ten (10) days of the receipt of the grievance. The Superintendent will consider the evidence provided by the grievant and issue a written decision within ten (10) days of the meeting.
- 16.11 Step 3: If the grievant is not satisfied with the decision rendered at Step 2, the grievant and/or Association may appeal the grievance in writing to the Board within ten (10) days of the date of receipt of the Step 2 decision. The written grievance shall state the factual and contractual basis for grievance and the appeal. The Board shall meet with the grievant and the Association within twenty (20) days of the receipt of the grievance. The meeting shall be in a non-public session. At the meeting with the Board, the parties shall have the right to present sworn testimony, to present witnesses and documentary evidence, to cross-examine witnesses offered by other parties, to give reasonable oral arguments, and to file typewritten briefs. Copies of all briefs, notices, and requests shall be reasonably furnished to all opposing parties and either party shall have the right, at its own expense, to have a verbatim transcript. The Board will consider the evidence provided by the grievant and issue a written decision within ten (10) days of the meeting.
- 16.12 Step 4: If the Association is not satisfied with the decision rendered by the Board at Step 3, the Association may appeal the grievance to arbitration within ten (10) days of the receipt of the Step 3 decision. If the Board and the Association are unable to mutually agree upon an arbitrator within ten (10) days of the filing of the appeal to arbitration, either party may apply to the American Arbitration Association to appoint an arbitrator under its labor rules and procedures. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall not have the power to add to, subtract from, or modify any provisions of this Agreement. The expense and salary incident to the service of the arbitrator shall be shared equally by the Board and the Association.
- 16.13 The failure to communicate the decision on a grievance within the specified time limit at any of the above steps of this procedure shall permit the grievant to file an appeal to the next step of this procedure.
- 16.14 The failure to appeal a grievance to the next level within the specified time limits shall be

deemed to be acceptance of the decision rendered at that level.

ARTICLE 17
Seniority and Reduction in Force

- 17.1 An Employee's seniority date shall be the first day worked. The seniority date shall be adjusted for uncompensated absences of six (6) months or more. Each year on or about December 1st the District shall post a seniority list and provide a copy to the Association. Any objections to the seniority list shall be made within thirty (30) days of the posting or shall be deemed waived. Ties in seniority shall be decided first by which Employee has the earliest date of hire and second, by lottery. A break in service of less than two (2) years and a day, provided the break in service was an approved leave of absence with a stated intention to return on an approximate date, shall not cause an Employee to lose seniority prior to the break in service.
- 17.2 Whenever it becomes necessary to decrease the number of Employees or to eliminate a position or program, the Board will lay off in the reverse order of seniority and retain the most senior Employee who possesses the training, certification, experience and/or qualification to fill the remaining provided each such Employee has received a satisfactory evaluation on their most recent performance evaluation.
- 17.3 Recall of Employees in the bargaining unit who are laid off shall be made on the basis of greatest seniority and qualifications for the vacant bargaining unit position. A laid off Employee may be offered any vacant bargaining unit position. The right to recall shall terminate twenty-four (24) months following the last date of work.
- 17.4 Retention of Seniority: An Employee who is laid off and recalled within twenty-four (24) months of the date of layoff shall regain the seniority the Employee had before the layoff.

ARTICLE 18
Conformity to Law and Savings Clause


- 18.1 If any article or part of this Agreement is held to be invalid by operation of law, the remainder of the Agreement shall not be affected and the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the invalid article or part, if possible.

ARTICLE 19
Duration

The provisions of this Agreement will be in effect from July 1, 2024 until June 30, 2027. Either party to this Agreement may initiate negotiations for a successor Agreement by notifying the other no later than September 30, 2027.


IN WITNESS WHEREOF, the parties have executed this AGREEMENT on this date.

Barnstead School Board



Chairperson

Barnstead Educational Support Team, NEA-NH



President

SIDEBAR

The parties agree that Employee XXXXX who works more days than a School Year employee and has done so for a number of years shall continue to receive health insurance benefits and district premium contributions in the same amounts as a Calendar Year employee as reflected in the 2020 Memorandum of Understanding. This employee shall also continue to receive three (3) personal days. This is not a precedent setting for other employees.

APPENDIX A

Dues Deduction Authorization

Effective with the date of the collective bargaining agreement, I hereby request and authorize you to deduct union dues in the amount established by the Barnstead Educational Support Team, NEA-NH, in equal gross installments. The amount shall be paid to the TREASURER of the Barnstead Educational Support Staff, NEA-NH, and represents payment for my union dues. I may terminate deductions between June 1st and June 30th of any year or by termination of my employment.

NAME

(print) _____ DATE: _____

ADDRESS: _____

CITY _____ STATE _____ ZIPCODE _____

HOME PHONE: _____

POSITION: _____

SCHOOL: _____

EMAIL: _____

SIGNATURE: _____ DATE: _____

Please return this form to the BEST Treasurer.

APPENDIX B
NOTICE OF INTENT TO RE-EMPLOY AND CONTRACT

DATE: (On or before June 1st) Dear

:

This letter is to be considered as your contract and intent to return to your position as (XXXXX) at (XXXX school) for the (XXXXXX) school year. You are assigned as follows: (grade level, and case manager, if you are assigned to a particular child, you will receive a separate confidential letter advising you of your assignment.

Your supervisor for the 200X-200X school year is _____.
This supervisor shall oversee your work and will conduct your formal evaluation and may obtain feedback from your assigned teacher(s), case manager(s), and/or Building Administrators.

Please note that failure to return this signed notice to the Office of the Superintendent on or before June 15th will place your position as vacant. Your position will not be held and your insurance benefits will terminate effective July 1st.

You will become eligible for health insurance on _____.

The District pays insurance premiums for July and August in June, therefore if you are signing that you will be returning to work and decide to resign prior to the beginning of the (XXXXX) school year, you will be held responsible to reimburse the School District for all insurance benefits paid. This requirement can be waived at the sole discretion of the Superintendent of Schools and the School Board for exigent circumstances.

Sincerely,
Superintendent of Schools

I will be returning to my position as (XXXXX) at the (XXXXX) school for the (XXXX) school year.

Signature of Employee

I have decided not to return to my position as (XXXX) at the (XXXX) school for the (XXXX-XXXX) school year.

Signature of Employee

APPENDIX B-1
CONFIDENTIAL NOTICE OF 1 ON 1 ASSIGNMENT

Date: _____

Employee: _____

Subject to change due to student need, you will be assigned for the 20__-__ school year as a 1 on 1 para-educator working with: _____(insert student name).

By signing below, you are acknowledging receipt of this notice and are agreeing that you will maintain the confidentiality of all student information as required by the Family Educational Rights and Privacy Act (FERPA) and the Individuals with Disabilities Education Act (IDEA). A copy of this notice signed by you, must be returned to the Office of the Superintendent on or before June 15.

Employee Signature

Date

This Notice shall constitute a student record and shall not be subject to disclosure pursuant to RSA 91-A:5, III

**APPENDIX C
Wage Schedules**

2024-2025 Wage Schedule										
Step:	1	2	3	4	5	6	7	8	9	10
Para, Custodian, Kitchen Staff	\$15.00	\$15.53	\$16.07	\$16.63	\$17.21	\$17.82	\$18.44	\$19.08	\$19.75	\$20.44
Administrative Assistant / Receptionist	\$16.59	\$17.17	\$17.77	\$18.39	\$19.04	\$19.70	\$20.39	\$21.11	\$21.85	\$22.61
Registered Behavior Technician	\$20.26	\$20.97	\$21.70	\$22.48	\$23.25	\$24.06	\$24.90	\$25.78	\$26.68	\$27.61

Step One of the wage scale for Para/Custodian/Kitchen is \$.50 per hour less than AESPA scale for 2024-2025; Admin Asst/Receptionist and RBT scales match AESPA.

Adjustment between steps = 3.5%.

Off Step Employees (10+ yrs. experience) placed on Step 10 plus a 4% increase to that wage.

2025-2026 Wage Schedule										
Step:	1	2	3	4	5	6	7	8	9	10
Para, Custodian, Kitchen Staff	\$16.00	\$16.68	\$17.39	\$18.13	\$18.90	\$19.70	\$20.54	\$21.41	\$22.32	\$23.27
Administrative Assistant / Receptionist	\$17.42	\$18.16	\$18.93	\$19.74	\$20.58	\$21.45	\$22.36	\$23.31	\$24.30	\$25.34
Registered Behavior Technician	\$21.27	\$22.17	\$23.12	\$24.10	\$25.12	\$26.19	\$27.30	\$28.46	\$29.67	\$30.94

Step One of the wage scale for Para/Custodian/Kitchen is \$.25 per hour less than AESPA scale for 2025-2026; Admin Asst/Receptionist and RBT scales match AESPA.

Adjustment between steps = 4.25%.

Off Step Employee adjustment = 4% above previous year wage, not including differentials

2026-2027 Wage Schedule										
Step:	1	2	3	4	5	6	7	8	9	10
Para, Custodian, Kitchen Staff	\$17.03	\$17.88	\$18.78	\$19.71	\$20.70	\$21.74	\$22.82	\$23.96	\$25.16	\$26.42
Administrative Assistant / Receptionist	\$18.30	\$19.22	\$20.18	\$21.18	\$22.24	\$23.36	\$24.52	\$25.75	\$27.04	\$28.39
Registered Behavior Technician	\$22.33	\$23.45	\$24.62	\$25.85	\$27.14	\$28.50	\$29.92	\$31.42	\$32.99	\$34.64

Step One of the wage scale for all positions matches AESPA for 2026-2027.

Adjustment between steps = 5%

Off Step Employee adjustment = 4% above previous year wage, not including differentials

RBT scale applies to employees hired and assigned to work in RBT roles, who must maintain their certification as a condition of employment. All eligible employees receive a step or off step increase in each year of the CBA.

Certification Differentials:

Para II = \$1.00/hr.

Teacher Cert = \$2.00/hr.

LNA = \$2.00/hr. Note: Must add language granting administration the sole authority to determine when an LNA is necessary per IEP language.

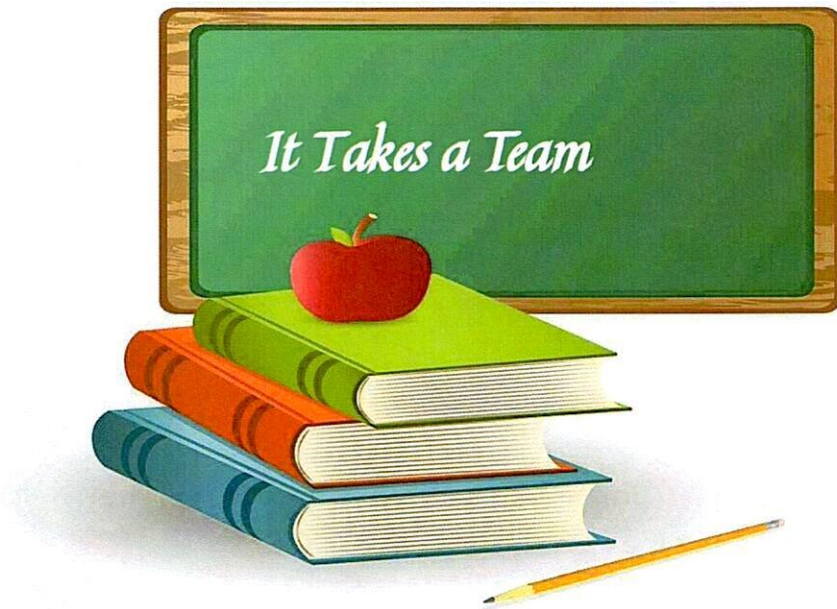
Custodians (shift differential) = \$1.00

Office Manager = \$2.00/hr. Note: Alternatively, bargain this position out of the unit, as it is in our other schools.

Appendix D

Barnstead School District And Barnstead Educational Support Staff

Support Staff Performance Evaluation Plan



Performance Evaluation Plan

POSITION STATEMENT

The primary function of an evaluation is employee development. When used effectively, the performance evaluation can provide accurate and timely feedback on past performance, significantly enhance employee performance and satisfaction, and offer feedback to employees on how to improve. These evaluations support and provide documentation for personnel actions.

The purpose of the performance evaluation is to achieve the following objectives:

- To encourage open and on-going communication between supervisors and employees.
- To identify employees' strengths and developmental needs for their current (and future) positions and assignments.
- To provide timely and accurate feedback to employees concerning job performance in relation to the established job descriptions.
- To provide a fair and consistent method for evaluating performance.

Job descriptions are approved and revised as necessary by the Barnstead School Board after consultation with the Union.

The evaluation plan is comprised of three (3) tracks that differentiate among newly hired employees, continuing contract employees and those support staff in need of assistance and/or improvement. The basis of the system is as follows:

Track 1: First year employees who will receive more frequent observation and evaluation as determined by the administration;

Track 2: Continuing contract employees who have received a satisfactory evaluation in the preceding year and will receive annual evaluations;

Track 3: Employees who have been identified as in need of improvement and assistance and have experienced difficulty in meeting the requirements of their job and who will receive more frequent evaluation based on their improvement plan.

EVALUATION PROCESS

1. Dissemination of the Plan

- All employees will be provided with a copy of the evaluation plan and their job description.
- New employees will receive a copy of the Performance Evaluation Plan and job description upon hiring.
- Employees will receive a written identification of their immediate supervisor and evaluator upon hire or with their intent to re-employ.

Note: Immediate supervisors and/or evaluators may be subject to change during the contracted year; employees will be notified in writing regarding the change of supervisor.

2. Process for Completing the Evaluation

- Formal evaluations shall be completed on or before May 1st of each year. The evaluator

shall schedule a meeting with the employee to discuss the evaluation, the employee's professional development and the employee's current assignment as well as possible assignment for the upcoming year. Track 3 employees shall have an additional meeting scheduled on or before September 30th in order to review the employee's improvement plan and performance issues.

- Formal evaluations for paraeducators shall be based on at least one (1) classroom observation per year by the evaluator.
- Track 1 employees shall be evaluated at least once within the first sixty (60) days of employment. During the first year of employment, Track 1 para-educators may receive more frequent classroom observations and evaluations, as determined by the evaluator, prior to a formal evaluation. Other Track 1 employees may also receive more frequent evaluations as determined by the evaluator.
- Track 2 employees shall be observed at least once annually. If the administrator determines there are concerns with an employee during the school year, the employee shall be notified in writing of the concerns and the recommendations to improve. Notification of such concerns may trigger additional evaluations or observations.
- Track 3 para-educators shall be observed in the classroom at least once during the school year, or on such frequency as may be determined in the employee's improvement plan. A mid-year evaluation shall be completed on or before February 1st for all Track 3 employees which shall include an assessment of an employee's progress on the improvement plan.
- A post-observation meeting will be held between the evaluator and the employee within a reasonable time period after an observation. If any concerns are cited in the observation, another observation will be conducted by the evaluator prior to the next formal evaluation.
- The evaluator may gather input from personnel in daily contact with the employee. Feedback which addresses an area of concern shall be addressed with the employee by the evaluator in a reasonable time after learning of such concerns. All feedback utilized as the basis for an evaluation shall be attributable to the person providing the input. Anonymous reports shall not be used in an evaluation.

3. Evaluation Form

Evaluation and observation forms to be utilized by the Administration in any given contract year shall be provided to Union on or before June 1st of the preceding year. The Union and Administration shall make a good faith effort to address concerns about the form utilized. The Administration shall conduct evaluations on a form which contains the following components:

A. Identifying Information

The top of the form shall include information required for identification: name of employee, position, current assignment, track number and school year covered by the evaluation. The employee's job description shall be attached to the evaluation form.

B. Evaluation Standards

Three levels of performance are defined:

E – Exceeds Expectations (Performs at a level above expectations)

M – Meets Expectations (Performs at a level that meets expectations)

NI– Needs Improvement (Performs at a level below expectations)

C. Performance Indicators

Every job category contains essential performance responsibilities listed as key indicators. Employees shall be evaluated based on their essential responsibilities as contained in the job descriptions and specific assignments. Specific comments will be provided on the forms if an employee (E) Exceeds Expectations or (NI) Needs Improvement.

D. Evaluator's Summative Comments

The supervisor performing the evaluation completes this section. Its purpose is to explain and clarify the employee's overall performance. The summary is an opportunity to note the employee's awards and accomplishments and to note any concerns.

E. Plan for Growth

In this section, the supervisor evaluates potential for professional growth and other plans and actions as suggested by the evaluation. If an **NI** is indicated, this section must address a plan to improve the employee's performance. The employee's input for an improvement plan shall be solicited. An improvement plan shall provide specific timeframes for expectations regarding improvement in designated areas.

F. Employee's Response

The employee can write his/her comments on the evaluation or attach a separate sheet. If an employee believes they have been unfairly evaluated, the employee may request a meeting with the principal and/or superintendent to discuss the evaluation.