

AGREEMENT

between

AMHERST SCHOOL BOARD

and

AMHERST SUPPORT STAFF ASSOCIATION

JULY 1, 2023

To

JUNE 30, 2026

<b>Article</b>	<b>Table of Contents</b>	<b>Page #</b>
I.	Agreement	1
II.	Definitions	1
III.	Recognition	2
IV.	Scope of Agreement	2
V.	Procedure for Negotiations of Successor Agreement	3
VI.	Association Rights	4
VII.	Management Rights	5
VIII.	Employment	5
	• Staff Health and Safety	5
	• Support Staff Hourly Rate	6
	• Employment Probation	6
	• Contract Days and Deductions	7
	• Pay Periods	7
	• Work Schedules	7
	• Change of Work Assignment	7
	• Overtime	7
	• School Cancellation/Delayed Opening/Early Dismissal	8
	• Snow Days	8
	• Supervisory Coverage	8
IX.	Compensation for Mandatory Instructional Support for Identified Students on Overnight Trips	9
X.	Reduction in Force	9
XI.	Mentoring	11
XII.	Disciplinary Procedures	12
XIII.	Leaves of Absence	12
	• Leaves of Absence: General Provisions	12
	• Sick Leave	12
	• Sick Leave Bank	13
	• Bereavement Leave	14
	• Personal Leave	14
	• Unpaid Leave	14
	• Vacation Leave	15
	• Paid Holidays	16
	• Professional Leave	16
XIV.	Calendar	16
XV.	Fringe Benefits	16
	• General Provisions	16
	• Health Insurance	17
	• Health Insurance Buyout	18
	• Dental Insurance	19
	• Life Insurance	20
	• Long-Term Disability	20
	• Sick Day Compensation	20
	• Early Retirement	21
	• Workers' Compensation	22
XVI.	Evaluation Process	22

XVII.	Staff Development	24
XVIII.	Retirement Planning Incentive	24
XVIX.	Vacancies	25
XX.	Specialized Program Extended School Year	25
XXI.	Termination	25
XXII.	Grievance Procedure	25
XXIII.	Notice Under Agreement	28
XXIV.	Duration of Agreement	29
Appendix A.	Salary Schedules	30
	• FY24	30
	• FY25	31
	• FY26	32
Appendix B.	Grievance Report Form	37
Appendix C.	Amherst Support Staff Association Dues Deduction Authorization Form	39

## ARTICLE I AGREEMENT

- 1.1 This agreement entered into this the 1<sup>st</sup> of July 2023 by and between the Amherst School Board, hereinafter called the “Board,” and the Amherst Support Staff Association, affiliated with NEA-NH and the National Education Association, hereinafter called the “Association.
- 1.2 This Agreement terminates and supersedes those past practices, agreements, procedures, traditions and rules or regulations inconsistent with any matter covered herein. However, existing policies, rules, regulations, practices and procedures which are consistent with this Agreement are not modified. The parties agree that during the negotiation which culminated in this Agreement, each party enjoyed and exercised without coercion, intimidation or other limitations, the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by policy or law from compromise through negotiations, and that the understanding and Agreement derived after the exercise of that right and opportunity are set forth herein.
- 1.3 This Agreement shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

## ARTICLE II DEFINITIONS

- 2.1 **SCHOOL:** The term "school" is defined as any work location or functional division maintained by the Board where instruction as required by the state is offered to the children enrolled in the Amherst School District.
- 2.2 **BOARD:** The term "Board" means the Amherst School Board, or any of its agents.
- 2.3 **EDUCATIONAL SUPPORT STAFF:** The term “Educational Support Staff” means all office managers, administrative assistants, information specialists, office assistants, specialized paraprofessionals, paraprofessionals, ~~head~~ cooks, health assistants, library assistants and school nutrition service workers of the Amherst School District.
- 2.4 Whenever the singular is used in the Agreement, it is to include the plural.
- 2.5 The term “work day/day” shall mean the number of hours worked on a normal workday per the individual contract signed by each support staff member.
- 2.6 “Part-time” shall apply to anyone who works less than thirty (30) hours per week in a normal five-day week based upon her/his individual contract.

### **ARTICLE III RECOGNITION**

- 3.1 The Board recognizes the Association for the purposes of collective negotiations pursuant to RSA 273:A as the exclusive representative of all office managers, administrative assistants, information specialists, office assistants, specialized paraprofessionals, student support paraprofessionals, cooks, health assistants, library assistants, and school nutrition service workers of the Amherst School District, as certified by the New Hampshire Public Employee Labor Relations Board and excludes all other employees.

The parties will jointly petition the PELRB to modify its unit certification in accordance with these sections.

- 3.2 If any new support staff position (other than a custodial 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.

### **ARTICLE IV SCOPE OF AGREEMENT**

- 4.1 The parties understand that the Board and Superintendent may not lawfully delegate powers, discretions and authorities which by law, or State Board of Education regulation are vested in them, and this Agreement shall not be construed so as to limit or impair their respective powers, discretions and authorities. Agreements reached pursuant to Article V hereof, shall not constitute a waiver and shall not be construed in derogation of such powers, duties and authorities. This Agreement covers all matters negotiated between the Board and the Association.
- 4.2 If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

The Board and Association agree that there shall be no discrimination and that all practices, procedures and policies of the Amherst School System shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of bargaining unit members, or in the application or administration of the Agreement on the basis of race, creed, color, religion, sex, age, national origin, domicile, marital status, disability, membership and/or activity in the Association.

**ARTICLE V**  
**PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT**

- 5.1 On or before September 15th of the school year in which this Agreement expires, the Association may notify the Board of its desire to terminate or modify the terms and conditions of this Agreement. Such notification shall be made in writing by certified mail, return receipt requested, and is subject to compliance with Articles III and Article XVII of the contract and RSA 273:A. If proper notice is given, the parties shall no later than September 15th meet, confer, and negotiate in accordance with the procedures set forth herein in a good faith effort to reach a mutual understanding and Agreement. During negotiations the committee of the Board and the committee of the Association will present relevant data, exchange points of view and make proposals and counterproposals.
- 5.2 The Negotiating Committees of the Board and the Association shall have the authority to reach a complete Agreement, subject to ratification by the Board and by qualified voting members of the Association covered by this Agreement.
- 5.3 The Board and the Association agree that non-confidential information each has in its possession shall be made available to the other as is reasonably requested.
- 5.4 Any Agreement reached shall be reduced to writing and signed by the Board and Association.
- 5.5 Any Agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board, unless and until the cost items in the Agreement have been approved by the Amherst School District Annual Meeting or any Special School District Meeting called for such purpose. The Board shall make a good faith effort to secure the funds necessary to implement said Agreement. If the voters reduce the warrant article containing the support staff salaries and budget, the Board may opt to have the Association return to the bargaining table. It is understood that should the Board exercise its option under this section, the Association shall comply and the entire Agreement shall be subject to renegotiations.
- 5.6 If, after discussion of all negotiable matters, the parties fail to reach an Agreement, either party may declare impasse in writing. The impasse procedure shall be that outlined in RSA 273:A.

## **ARTICLE VI ASSOCIATION RIGHTS**

- 6.1 The Association will have the right to use school buildings at reasonable times without cost for meetings provided that these meetings do not increase costs to the Amherst School District. Request for the use of buildings will be made to the principal in advance and will be subject to the facility use policies approved by the School Board and in effect at the time of the request.
- 6.2 The Association will, upon request in advance, be given an opportunity to present brief reports and announcements at building faculty meetings.
- 6.3 The Association will, upon request in advance, be given a place on the agenda of the for all new staff provided essential office duties are covered.
- 6.4 The Association shall be granted, at its request, a one-hour meeting on the first workday of every school year.
- 6.5 The Association will have the right to post notices of its activities and matters of bargaining unit members concern in the staff rooms and shall continue to have the use of the staff mailbox system.
- 6.6 On or before October 15, the Association shall submit to the Superintendent's Office at one time, all dues deduction authorization forms (see Appendix C, statement of authorization of dues for membership in the Association, the NEA-NH and the National Education Association). The Board agrees to deduct these dues from the salaries of bargaining unit members and to forward such deductions to the Association treasurer within five (5) working days of the issuance of payroll checks. Thereafter, the Board shall be held harmless in all claims in connection therewith. Dues deductions shall begin no later than the first pay period in November and end with the twenty-first pay period.
- 6.7 The Association may, with permission from the building principal, use equipment normally used by staff members for Association activities. However, expendable materials will be at the expense of the Association.
- 6.8 Rights granted to the Association under this Article VI shall not in the judgment of the Board, be disruptive or injurious to the Amherst School District, its students, the faculty, or administration, nor in violation of any provisions of this Agreement. In making judgments under this section, the Board shall not be arbitrary or capricious.
- 6.9 Association members will have the right to be contacted at their school by email or by phone concerning Association business, providing that such contacts cause no

interruptions in a staff member's duties.

- 6.10 Bargaining unit members designated as Association representatives to the NEA-NH Assembly of Delegates, as defined in the NEA-NH Bylaws Article VI, Sections 2B and 2C, shall be granted professional leave to attend the one-day Assembly.
- 6.11 The parties agree to form a joint labor-management committee. The committee shall meet no less than quarterly or on an as-needed basis. Each side will designate at least three (3) representatives from the administration and from the Association. One (1) of the Association representatives shall be an officer of the Association. A proposed agenda will be circulated one (1) week in advance.

The committee will research identified problems and make recommendations for resolution to the administration and the Association.

## **ARTICLE VII MANAGEMENT RIGHTS**

Except as otherwise provided in this Agreement, the Board reserves to itself, sole and exclusive jurisdiction and authority over matters of policy and retains the unrestricted right to:

- A. Direct and manage all activities of the School District;
- B. Direct the work of its employees;
- C. Hire, demote, transfer and assign, terminate and retain employees;
- D. Maintain the efficiency of school operations;
- E. Take any action necessary to carry out the mission of the School District;
- F. Determine the methods, means and personnel by which operations of the School District are to be carried out.

## **ARTICLE VIII EMPLOYMENT**

- 8.1 **STAFF HEALTH AND SAFETY.** Should your health ever appear to be a hazard to others or to interfere with the discharge of your responsibilities, the superintendent may require an additional medical examination. Such examinations will be made at no cost to you provided the services of a Board-designated physician are used.

If you are aware of an unsafe condition or unsafe act, it should be reported in writing immediately to a supervisor for action. The supervisor will respond in five working days and will follow up until a final decision or correction is made.



Each employee should know her/his own limitations in doing certain types of functions, such as lifting, driving, carrying, etc. No job function should be performed that is beyond the employee's ability. If there is a possibility of injury, assistance should be requested.

8.2 **SUPPORT STAFF HOURLY RATE.** Placement on the salary schedule shall be in accordance with the support staff's total years of experience, highest degree and work classification; however, the credit for prior related experience shall be a maximum of five (5) years. A request to change the classification and/or hourly rate of an existing position may be submitted through the principal to the superintendent. Any change in the classification of any position in this bargaining unit will be done in negotiations with the Association.

- A. Employees shall be placed on the step of the wage schedule in Appendix A that corresponds to their credit for experience in SAU #39 (which includes the Mont Vernon School District, the Amherst School District, and the Souhegan Cooperative School District) plus their credit for prior related experience. The credit for prior related experience shall be a maximum of five years.
- B. In addition to the wage rate on the schedule in Appendix A, employees shall receive education differentials equal to either \$0.50 per hour for an Associate Degree/ paraprofessional certification, or \$0.75 per hour for a Bachelor's Degree.
- C. Specialized Paraprofessionals who are assigned to an approved Special Education Program will receive \$2.00 more per hour, than their correct step.
  - If they are year round employees, they will receive five (5) days of vacation, with the number of hours for each vacation day equal to the average number of hours worked (or scheduled for work) per day July 1 – August 31.
  - It is expected that training will be ongoing from time to time and the Paraprofessional is obligated to maintain whatever certification is required to remain in the Life Skills program at the discretion of the Special Education department heads and at the expense of the District.
  - In the event they are reassigned from the Life Skills or the My Time program to (regular classroom) Specialized Paraprofessional or Classroom Paraprofessional, they will be reduced \$2.00 per hour.

Salary and contracts are based on job classification majority. Positions that serve half-day programs are eligible to have a split of .5 FTE and .5 FTE. Support staff compensation components are found in Appendix A.

8.3 **EMPLOYMENT PROBATION.** New support staff members are considered to be on probation for the first 90 workdays.

8.4 **CONTRACT DAYS AND DEDUCTIONS.** The number of days in your contract is comprised of paid work days, vacation days and holidays. Deductions required by federal and state law and any deductions that the employee and the Board agree upon will be subtracted from the employee's earnings, as will any deductions for absences which exceed allowed leave.

8.5 **PAY PERIODS.** Employees shall be paid bi-weekly on Thursdays for the two weeks ending on the Friday prior to the pay date of Thursday. Employees will be paid on an hourly basis for hours worked. A yearly schedule of pay periods will be posted in the District office. The employment year is the same as the budget year, July 1 through June 30, or a portion thereof. All employees shall be given the option of being paid by direct deposit, but employees who do not opt to be paid by direct deposit shall be paid by paper checks. The hours worked and the paid leave taken shall be documented by electronic timesheets or similar means determined by the Board.

The Association and the Board recognize the effort that was undertaken to implement payroll practices that pay employees for the amount of time worked. Notwithstanding, employees will be paid in equal bi-weekly payments. A yearly schedule of pay periods will be posted in the District office. The employment year is the same as the budget year, July 1 through June 30, or a portion thereof. All employees shall be given the option of being paid by direct deposit, but employees who do not opt to be paid by direct deposit shall be paid by paper checks. The hours worked and the paid leave taken shall be documented by timesheets or similar means determined by the School District. The District will reconcile employee pay twice annually, once at the end of December and once in June prior to the end of the fiscal year.

8.6 Any employee, at their choosing, may be paid on the timesheet as reported each pay period. Employees choosing to be paid per timesheet must remain on that payment system for the remainder of the school year.

8.7 **WORK SCHEDULES.** Your daily and weekly work schedule will be determined by your supervisor. Included in your schedule will be a thirty (30) minute unpaid meal period if you work more than five (5) hours in any day; except if it is feasible and the employee prefers to eat during the performance of her/his work, and your supervisor approves.

8.8 **CHANGE OF WORK ASSIGNMENT.** When the unique and occasional situation presents itself, in the course of a school year, and when it is deemed to be in the best interest of the student, an employee covered by this agreement may be reassigned to work in a position of a lower job classification pay grade without any change in pay for the remainder of the school year. Reassignment to be made at the discretion of the administration.

8.9 **OVERTIME.** Overtime work may be required from time to time. All overtime work in excess of an employee's normal workweek must be approved in advance by the employee's supervisor. Any duties assigned by an employee's supervisor that involve hours beyond the regular schedule will be compensated at the hourly rates shown below unless the employee and the employee's supervisor agree to compensatory time.

Compensatory time, if elected by the employee, shall be at the rate of one and one half (1.5) hours for each hour worked in excess of forty (40) and at the rate of two (2.0) hours for each hour worked on Sundays.

Up to and including 40 hours per week:	Hourly rate
More than 40 hours per week and Saturdays:	Hourly rate times 1.5
Sundays:	Hourly rate times 2.0

Hours paid for sick leave, bereavement leave, or vacation leave will not be counted in determining total hours worked during the week for the purpose of computing overtime pay.

- 8.10 **SCHOOL CANCELLATION / DELAYED OPENING / EARLY DISMISSAL.** If schools are delayed in opening or are closed due to stormy weather or some other emergency and yet the day qualifies as a legal school day, employees will be paid for the entire day. Office managers and information specialists are expected to report to work unless notified by the superintendent or designee that school has been shut down completely. Employees will be expected to work on the day the canceled day is made up.
- 8.11 **SNOW DAYS.** For the first five (5) school days that are canceled due to snow or any other reason, the employee will be paid for the entire day based on the regularly scheduled hours for the employee for that day. If more than five (5) school days are canceled as a result of snow or any other reason, the employee will not be paid for those days. However, it is the expectation of the Association and the Board that in most circumstances, cancellation of more than five (5) school days will require those canceled days in addition to five (5) to be rescheduled and would result in the employee being paid once the rescheduled school days are worked by the employee.
- 8.12 **SUPERVISORY COVERAGE.** During the operation of school, each building shall be under the supervision of an administrative employee or her/his designee and administrative decisions shall not be required of support staff. In the event of an emergency that requires immediate action (such as fire alarm signal, unexplained smoke, possible gas leak, bomb threat, or child requiring immediate medical attention) where time is of the essence and supervisory personnel are momentarily unavailable the support staff shall (1) take the necessary action (i.e., call fire department, call parents or ambulance, etc.) and (2) inform supervisory personnel of the emergency and action taken as soon as a proper person can be reached. The Board shall defend such an employee and hold her/him harmless from any litigation arising from such a decision under emergency conditions provided the support staff employee has not acted negligently.
- 8.13 Management will give new employees a copy of the benefits package.
- 8.14 An employee may have a member of the Association present when being warned or disciplined for any infraction of rules or delinquency in performance. The administration shall inform the employee in advance if the meeting is to be disciplinary in nature.

- 8.15 The current practice when a 1:1 assistant cannot travel with a child is that someone else will switch with her/him for those days. If that is not possible, then someone will be hired to travel with the child. If the 1:1 assistant who is unable to attend is unable or uncomfortable finding a replacement, the principal will find a replacement. The 1:1 assistant who is unable to attend the event will work in the school doing other work for the days the child is gone.
- 8.16 A member of the bargaining unit who is authorized to present a lesson will be compensated at the rate of \$5.00 per hour for each such presentation. Prior written approval from the principal is needed in order to receive compensation under this article.
- 8.17 Employees shall receive notice of assignment for the following year no later than June 1. Employees are subject to termination with two (2) weeks prior written notice.
- 8.18 Any employee covered by this agreement who previously worked in another district within SAU 39 will be allowed to transfer any accumulated sick days, and will be given full credit for service on the wage schedule subject to the five year maximum of credit for prior related experience under Section 8.2, when hired by the Amherst School District.

**ARTICLE IX  
COMPENSATION FOR MANDATORY INSTRUCTIONAL SUPPORT FOR  
IDENTIFIED STUDENTS ON OVERNIGHT TRIPS**

1. Staff members who voluntarily chose to chaperone such events will be paid their regular pay for regular hours worked.
2. Staff members will receive additional pay at their regular wage for supervisory time outside of the regular workday.
3. Staff members who work more than 40 hours will receive the required overtime pay (1.5 times regular hourly wage).
4. Staff members will receive a \$100/night stipend who need to provide on call services during overnight stays.
5. If a student requires significant support during the nighttime hours, the staff member will receive their regular hourly wage for hours worked.

**ARTICLE X  
REDUCTION IN FORCE**

1. When it is necessary to reduce the number of full-time or part-time support staff positions for reasons of declining enrollments, budget reduction, change in or consolidation of board-authorized programs or for any other reason determined necessary or desirable by the board, the following reduction-in-force policy will be implemented.

*A reduction in force shall be made at the sole discretion of the Amherst School District administration, and solely on the basis of retaining the best support staff to meet the*

*needs of the school and current enrollment. The Amherst School District administration will make every reasonable effort to reduce the impact of reduction in force on the current staff by absorbing as many positions as possible through attrition (retirements, resignations, leaves, and refusal of contract).*

2. The Superintendent shall notify the President of the Association when a reduction in force is being seriously contemplated.

3. Any bargaining unit member(s) who will be affected by a reduction in force will be notified within 48 hours of the time when such reduction is determined to be necessary. The President of the Association shall be notified promptly as well.

4. A bargaining unit member whose position has been identified to be eliminated shall have the right to be offered a contract if a position for which the bargaining unit member is qualified becomes vacant and available, subject to the recall time limits and conditions specified below. If more than one bargaining unit member is laid-off due to reduction in force, rights to vacant positions will be determined by the school board using the factors listed in 6 below.

5. The maximum period of recall shall be two (2) years, running from the last date of their employment with the District. During that time, it shall be the sole responsibility of the bargaining unit member(s) to keep the District informed of their current home mailing address or email address. The bargaining unit member shall notify the District by email if their current mailing address or email address is changed during this recall period of two (2) years. All recall notices to which a bargaining unit member is entitled will be sent, via US mail and email, to the last home mailing address and last known email address which the bargaining unit member(s) has supplied to the District.

6. If the bargaining unit member fails to respond to a notice of recall within ten (10) calendar days of its mailing by the District, or declines the recall offered, all rights to recall which the bargaining unit member(s) may enjoy are specifically extinguished.

7. A recalled bargaining unit member's previous year of service will not be lost as a result of reduction in force.

8. In identifying which bargaining unit members to release or recall, the school board shall consider all the following factors:

- a) job performance, including existing bargaining unit member evaluations
- b) overall effectiveness and ability
- c) academic preparation and professional growth
- d) experience in the subject area for which the position is available.

All factors above being equal, then seniority will control in making a final determination. Seniority is defined as the total number of years continuously employed in the Amherst District.

\*\*\*Notes: The italicized portion will be deleted in 2024-2025 when Articles 8.16.3 – 8.16.8 will begin.

## **ARTICLE XI MENTORING**

1. Employees applying to serve as a lead mentor shall satisfy the following criteria: (a) a minimum of three (3) years of successful experience within the school, (b) positive recommendation from the building principal, or his or her designee, and (c) participation in a mentor training program.
2. Employees serving as lead mentors shall provide constructive feedback to the new employees, model professional behavior, maintain confidentiality regarding students, and participate in the evaluation of the mentoring program.
3. It is understood that the mentoring program shall not be tied to any formal evaluation procedure for employees.
4. Subject to the District retaining the right to determine whether or not a lead mentor shall be assigned and the length of any such assignment, all new employees shall be assigned a lead mentor if a sufficient number of mentors are available. New employees shall be given an orientation to their job duties at the beginning of their employment, and subject to sufficient staff levels, permitted to shadow a lead mentor or other experienced staff person for one (1) full-day.
5. Lead mentors shall be paid \$28/hour to: participate in a training session (three hours), plan monthly meetings with new staff (1/2 hour per month), and facilitate monthly after school meetings (one hour/month). less legally required deductions. The time will be recorded in the District payment management system. The goal is to have at least one lead mentor located in Clark, Wilkins, and Amherst Middle School depending on the number of new staff positions.
6. Payment shall be through the District time management system.
7. The building principal or his/her designee may remove an employee from the role of a lead mentor at any time given written notice. No stated cause for the termination of the role of mentor will be required.
8. It is understood that the role of "lead mentor" does not constitute a position within the certified bargaining unit, nor is it subject to the terms of the CBA, except as provided herein.

This program will begin in year 2 of the contract.

\*\*This article will begin in year 2024 – 2025

**ARTICLE XII  
DISCIPLINARY PROCEDURES**

A. Notification of Deficiencies. The Administrator shall promptly notify an Educational Support Staff Member in writing of any alleged deficiencies, indicate expected correction, and indicate a reasonable period for correction. In the event that a deficiency could result in termination of employment, copies of any notice to the Educational Support Staff Member shall be promptly forwarded to the Association.

B. Due Process. The reasons for discharge, non-renewal, suspension, discipline, reprimand, reduction in rank or compensation, or loss of any benefit shall not be arbitrary and capricious. All information forming the basis for disciplinary action will be made available to the Education Support Staff Member and the Association.

C. Complaints. Any complaint regarding an Educational Support Staff Member made to any member of the Administration by a parent, student, or other people that may be used in any evaluative manner shall be promptly investigated. The Educational Support Staff Member shall have the opportunity to review any complaint placed in the file. The Educational Support Staff Member shall also have the right to submit a written answer to such material and said answer shall be reviewed by the Superintendent or designee, and attached to all copies.

D. Review of Personnel Files. Educational Support Staff Members shall have the right, upon request, to review the contents of their personnel files and to receive copies at the District expense of any documents contained therein. An Education Support Staff Member shall be entitled to have representatives of the Association accompany them during the such review.

**ARTICLE XIII  
LEAVES OF ABSENCE**

13.1 **LEAVES OF ABSENCE: GENERAL PROVISIONS.** The number of days of leave will be prorated for part-time employees. For each day of unapproved absence, employees will lose a full day's pay. For each day of absence in excess of allowable benefits, approved in advance by your supervisor, employees will lose a full day's pay.

13.2 **SICK LEAVE.** Employees shall accrue annual sick leave at the rate of 15 days multiplied by the number of contracted hours per day as noted on employment agreement per year. (Example: 15 days x 7.25 hours = 108.75 hours). Such leave not used in the year of service shall be accumulated for use in subsequent years up to a total accumulation of the equivalent of 110 times the number of hours the employee is contracted to work in a day plus the hours advanced in the current school year.

Absence for the employee's own illness, disability, quarantine or disability caused or contributed to by pregnancy, miscarriage, abortion, child birth and recovery therefrom, shall be charged against sick leave, as well as sickness in the immediate family and/or household if the employee so desires. Essential treatments, examinations for diagnostic purposes, and other absences definitely related to an employee's health shall be allowed as sick leave when such treatment or examinations must be made during the school time.

If an employee is absent for a period in excess of the accrued sick leave, and if they are a member of the Sick Leave Bank they may apply to the Sick Leave Bank, for any additional salary consideration. An employee may be required to furnish satisfactory medical proof of illness or disability to the Sick Bank.

An employee whose illness may reasonably be expected to extend for 15 days or longer must notify Human Resources as soon as the estimated duration of the absence is reasonably known. Eligible employees will be given the required paperwork for FMLA. Sick leave will be taken by the ¼ hour. Notwithstanding the reference to unpaid leave in Section 9.5, an employee may use up to eight (8) weeks of accumulated sick leave for the purpose of caring for a newly adopted child.

- 13.3 **SICK LEAVE BANK.** The Support Staff Sick Leave Bank is established to provide protection for a support staff member in the event s/he must be absent from school for a period of time which exceeds that individual's accumulated sick leave. The absence for which Sick Leave Bank days are requested must be the result of true hardship, and must be of such a nature that absence from school is unavoidable. An enrolled employee may apply to draw up to 60 days from the Bank, or up to the number of days needed until eligible to receive disability insurance, whichever is less. The number of days deposited in the Sick Leave Bank will carry from year to year. The Office of the Superintendent administers the bookkeeping of the Sick Leave Bank.

Building representatives from each school will distribute Sick Leave Bank forms during September to the Support Staff who are not members of the Sick Leave Bank. Membership for enrolled members shall automatically continue from year to year. Members wishing to leave the Sick Leave Bank must indicate such by notifying the assistant superintendent of schools in writing by September 15<sup>th</sup> of a new school year. The assistant superintendent shall notify the Sick Leave Bank Committee of any changes to the Sick Leave Bank roster by September 30<sup>th</sup> of each year.

By September 15<sup>th</sup> of each year, support staff wishing to participate in the Sick Leave Bank must indicate by their signature their willingness to: (1) donate the number of hours worked in one day from accumulated sick leave upon initial enrollment in the bank; and (2) to donate additional hours worked in one day from their accumulated sick leave each time the total number of hours in the bank falls below the total number of participating support staff times the number of hours each works in a day. However, when an individual using the sick leave bank is expected to go on long-term disability (LTD), the hours used shall be computed as



one-third hours. This reflects the fact that, upon payment by the LTD provided, the district returns two-thirds of the hours to the Sick Leave Bank. Employees new to the District may enroll in the Bank within twenty (20) school days after employment is approved by the Board.

Additional hours beyond the original donation need not be donated until the total number of hours in the Sick Leave Bank falls below the minimum. However, support staff who indicate they are in their retiring year shall not be assessed additional hours when the total in the Sick Leave Bank falls below the minimum. An individual resigning, retiring, or choosing not to renew membership shall not be able to withdraw previously contributed days.

All requests for use of the Sick Leave Bank must be submitted in writing to the Chairman of the Sick Bank Committee, and should be supported by a written statement from the support staff member's physician or other appropriate professional. All requests will be kept confidential. The Committee which oversees the Sick Leave Bank shall have the option to request additional information from the applicant, or to deny the request in the event that the information from the applicant is insufficient, to make an informed decision. The Committee shall render a written decision within 10 school days, and shall inform the Superintendent's Office and the applicant. In the event that the request is denied, the applicant may appeal to the assistant superintendent of schools.

Applications to the Support Staff sick bank shall be administered by the Association.

- 13.4 **BEREAVEMENT LEAVE.** Employees shall be granted three (3) days bereavement leave multiplied by the number of contracted hours per day (for example: 3 days x 7.25 contracted hours per day = 21.75 hours) during the year.

This leave shall be granted, with pay, should you request such leave for each occurrence of a death in your immediate family. "Immediate family" shall mean spouse, son, daughter, son-in-law, daughter-in-law, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, any person living in the household of the employee or other close relative or friend. The preceding list includes step-relatives of the same degree. Additional hours may be granted at the discretion of the superintendent. Unused bereavement leave may not be carried over to the succeeding school years.

- 13.5 **PERSONAL LEAVE.** Up to three days personal leave multiplied by the number of contracted hours per day (for example: 3 days x 7.25 contracted hours per day = 21.75 hours) during each year may be granted, with pay, to employees who request such leave to conduct urgent and compelling matters which cannot be accomplished at any other time. Requests shall be submitted whenever possible, in writing, to the principal at least one week in advance. Such requests will not require the employee to indicate the reason if it is of a private or personal nature. Personal leave shall not be used to extend vacation or holiday periods. Unused personal leave may not be carried over to the succeeding year.

- 13.6 **UNPAID LEAVE.** Upon written application to the Superintendent, the Board may grant

requests for extended leaves of absence up to one year, without pay or benefits. To be eligible for such leave the employee must have worked in the Amherst School District a minimum of three years. Extensions, renewals, or modifications of leaves may be granted upon the staff member’s written request to the superintendent and the superintendent's recommendation to the Board and subsequent Board approval.

Any unpaid leave granted to an employee shall conform to all applicable provisions of the Family and Medical Leave Policy. The Board may grant an employee's request to extend unpaid leave under FMLA up to one year; in this case, however, the Board's contribution to the employee's health premium is limited to the first 12 weeks.

Upon agreement of the insurance carrier, any employee who is on authorized unpaid leave beyond the period covered by the Family Medical Leave Act is permitted to continue health, dental, and life insurance benefits provided by the District at the employee’s request and sole expense.

All benefits to which the employee was entitled at the time the leave of absence commenced and which are currently in effect for employees, including unused accumulated sick leave, shall be restored to the employee upon return. Leaves of absence for other reasons, or for more than one year, may be granted at the sole discretion of the Board.

- 13.7 **VACATION LEAVE**. An employee receives no vacation leave if s/he is contracted for 215 days or less; however, an employee who received vacation leave during the 2011-12 contract year or a current employee who changes positions, will be grandfathered to receive the following vacation days if s/he is contracted for 191 to 215 days:

<b><u>Years of Service in SAU 39</u></b>	<b><u>(191-215 workdays)</u></b>	<b><u>Vacation Days</u></b>
Less than 1 year of service		5
1 to 10 years of service		10
11 or more years of service		15

An employee is entitled to the following vacation days if s/he is contracted for 216 to the maximum 245 days:

<b><u>Years of Service in SAU 39</u></b>	<b><u>(216-245 workdays)</u></b>	<b><u>Vacation Days</u></b>
Less than 1 year of service		5
1 to 5 years of service		10
6 to 10 years of service		15
11 or more years of service		20

Vacation days may not be used on days that school is in session for students unless approved by the Superintendent or his/her designee. A maximum of 10 vacation days not used during the contract year may be rolled over to the following year.

- 13.8 **PAID HOLIDAYS.** You will receive nine (9) paid holidays if your contract includes a minimum of 160 work days as part of your total contracted days.

Employees who work beyond the school year, and are eligible for vacation days, will be paid for those holidays which fall within the beginning and ending dates of their contract up to twelve (12) days per year. Holiday dates vary year to year and will be announced by the superintendent at the beginning of the fiscal year.

- 13.9 **PROFESSIONAL LEAVE.** Each staff member may be granted professional days upon approval of their building administrator.

#### **ARTICLE XIV CALENDAR**

On or before January fifteenth (15th) of each year, the Association shall present in writing to the Board suggestions for the ensuing school year calendar. The Association will also be given an opportunity to provide input in instances where the school calendar may require or undergo modification during the school year. The Board shall have the right to establish the school calendar, and such action by the Board shall not be subject to the grievance procedure of the Agreement.

#### **ARTICLE XV FRINGE BENEFITS**

- 15.1 **GENERAL PROVISIONS.** These general provisions apply to any of the insurance benefits (health, dental, life, LTD), sick day compensation, and early retirement that are included in this Article, unless otherwise noted in each section.

An employee must work at least thirty (30) hours per week during her/his contract period to be eligible for any of the insurance benefits included in this section. In addition, an employee must meet the minimum work hour requirements established by the insurance plan in which s/he wishes to participate. The School District will not request insurers to raise the minimum work hour requirements in their insurance plans.

The difference between the Board's maximum contribution and the actual cost to the Board to provide the coverage selected by the employee will be payroll deducted.

The Board will sponsor a Premium Conversion Program under Section 125 of the Internal Revenue Code by which you pay your health care premium contributions on a pre-tax basis. This means that the amount of copayment will be deducted from your pay before federal, social security and most state taxes are determined. This will lower your compensation for tax purposes, thereby increasing take-home pay.

An employee on authorized unpaid leave, may continue health, dental, and life insurance benefits provided by the Board at the employee's sole expense, on condition that s/he

remit the full monthly insurance premium by check, payable to the Amherst School District, to the Superintendent's Office, no later than the 25th day of the month preceding the month the premium is due. In the event the employee fails to remit the premiums due, the benefits provided by the Board shall terminate immediately without further notice to the employee and s/he may not be re-enrolled in the group insurance plan for which the premiums were being paid until s/he returns to active employment.

When an employee terminates employment with the district, s/he may continue health and dental insurance benefits, at her/his sole expense, under the provision of federal COBRA law and procedures established by the superintendent's office.

15.2 **HEALTH INSURANCE.** During the term of this Agreement for employees enrolled in the Anthem Blue Choice Point-of-Service plan as of January 1, 2018, the Board shall provide upon the employee’s request the benefits of an individual, two-person or family medical plan, for one of the following or its substantial equivalent:

- (A) The Anthem Access Blue HMO plan (AB5(07)-RX10/20/45);
- (B) The Anthem Site of Service plan (ABSOS20-RX10/20/45) and,
- (C) The Lumenos high deductible health plan (LUMENOS2500(07)).

For all employees not enrolled in the Anthem Blue Choice Point-of-Service plan as of January 1, 2018, the Board shall provide upon the employee’s request the benefits of an individual, two-person or family medical plan, for one of the following or its substantial equivalent:

- (A) The Anthem Access Blue HMO plan (AB5(07)-RX10/20/45);
- (B) The Anthem Site of Service plan (ABSOS20-RX10/20/45) and,
- (C) The Lumenos high deductible health plan (LUMENOS2500(07)).

The Board shall contribute to the plan set forth above chosen by the employee a sum equal to the percentage of the premium listed in the chart below of the HMO plan regardless of the plan chosen by the employee:

School Year	District Contribution to the HMO Plan
2023-2024	75%
2024-2025	75%
2025-2026	75%

The Point of Service plan will no longer be offered to employees who were not enrolled in the Point of Service plan as of January 1, 2018. Once an employee chooses a different

plan besides the Points of Service plan for two consecutive years, the employee will no longer be eligible to use the Point of Service plan.

For employees who select the **AB HMO 5 plan**, the District shall pay the percentage indicated in the chart in 10.2 of the monthly premiums for the single, two-person or family plan.

For employees who select the **Lumenos 2500 plan**, or the **ABSOS20/40/1KDED plan**, the District will pay the same dollar amount toward the premium and/or deductible for the single, 2-person or family plan that it pays toward the premium for the AB HMO 5 plan.

- The District will contribute \$1500 for single coverage or \$3000 for two-person or family coverage to the HSA (Health Savings Account) for a portion of the deductible for those enrolled in the **Lumenos 2500 plan**.
- The District will contribute \$500 for single coverage or \$1500 for two-person or family coverage to an HRA (Health Reimbursement Account) for a portion of the deductible for those enrolled in the **ABSOS20/40/1KDED plan**.

However, in no case will the District's combined contributions to premiums and/or an HSA/HRA exceed the dollar amount that it contributes toward the premium for the AB HMO 5 plan.

### 15.3 **HEALTH INSURANCE BUYOUT.**

A. An employee who is eligible for health insurance, but elects not to enroll, and works her/his full contract will be paid one thousand dollars (\$1,000), if the employee submits proof of insurance, for the employee and others who the employee expects to claim as tax exemptions, from another source that provides minimum essential insurance coverage (other than in the individual market). A prorated amount will be returned to the District in the event the employee begins to work less than thirty (30) hours a week or through a qualifying event, need to enroll in the District Plan.

B. If twenty-two (22) or more employees provide notice to the District by September 1 in any year that they will be eligible for the buyout described in Article 10.3, A, the amount paid to each employee for the medical insurance buyout will be five thousand dollars (\$5,000) for each subsequent school year minus any penalty imposed on the District because the employee receives an insurance subsidy (e.g., under the Patient Protection and Affordable Care Act). A prorated amount will be returned to the District in the event the employee begins to work less than thirty (30) hours a week or through a qualifying event, need to enroll in the District Plan.

C. If thirty-one (31) or more employees provide notice to the District by September 1 in any year that they will be eligible for the buyout described in Article 10.3, A,

the amount paid to each employee for the medical insurance buyout will be seven thousand, five hundred dollars (\$7,500) for each subsequent school year minus any penalty imposed on the District because the employee receives an insurance subsidy (e.g., under the Patient Protection and Affordable Care Act). A prorated amount will be returned to the District in the event the employee begins to work less than thirty (30) hours a week or through a qualifying event, need to enroll in the District Plan.

15.4 Employees who work between twenty-five (25) and thirty (30) hours per week in permanent positions will be eligible for health insurance partially funded by the District if the employee was employed by the Amherst School District as of June 30, 2018, including the provisions of article 10.3 (Health Insurance Buyout). The District will contribute based on the following schedule:

- Works twenty-five (25) hours/week – District will contribute fifty percent (50%) of the District portion
- Works twenty-six (26) hours/week – District will contribute sixty percent (60%) of the District portion
- Works twenty-seven (27) hours/week – District will contribute seventy percent (70%) of the District portion
- Works twenty-eight (28) hours/week – District will contribute eighty percent (80%) of the District portion
- Works twenty-nine (29) hours/week – District will contribute ninety percent (90%) of the District portion

15.5 The group health insurance of any member of the bargaining unit terminating employment with the District for whatever reason – resignation, retirement, lay-off, discharge or unpaid leave of absence – shall expire on the last day of the month following the month the employee terminates employment with the District except that the group health insurance of employees terminating their employment with the District at the conclusion of the school year shall expire on August 31 unless the employee elects to transfer or terminate such insurance sooner or accepts another position.

15.6 **DENTAL INSURANCE.** The Board will provide, upon request of an eligible employee the benefit of an individual, two-person or family dental plan as follows: The Delta Dental Plan 1P, or generally comparable plan coverage, A (100%); B (80%), C (60%); D (50%) \$1500.

An eligible employee may select single, two-person or family coverage and the Board will pay a sum equal to one hundred percent (100%) of the premiums charged for single

membership, ninety percent (90%) of the premiums charged for two-person and eighty percent (80%) of the premiums charged for family membership.

15.7 Employees who work between twenty-five (25) and thirty (30) hours per week in permanent positions will be eligible for dental insurance partially funded by the District if the employee was employed by the Amherst School District as of June 30, 2018. The District will contribute based on the following schedule:

- Works twenty-five (25) hours/week – District will contribute fifty percent (50%) of the District portion
- Works twenty-six (26) hours/week – District will contribute sixty percent (60%) of the District portion
- Works twenty-seven (27) hours/week – District will contribute seventy percent (70%) of the District portion
- Works twenty-eight (28) hours/week – District will contribute eighty percent (80%) of the District portion
- Works twenty-nine (29) hours/week – District will contribute ninety percent (90%) of the District portion

15.8 **LIFE INSURANCE.** The Board will pay the full premium for \$50,000 term life insurance with accidental death and dismemberment. At time of termination of employment, you may convert your insurance policy at your own expense according to policies established by the insurance carrier. An employee must work at least thirty (30) hours per week during her/his contract period to be eligible for any of the insurance benefits included in this section. In addition, an employee must meet the minimum work hour requirements established by the insurer.

15.9 **LONG-TERM DISABILITY.** The Board will pay one hundred percent (100%) of the premium for a Long Term Disability Plan, as follows: The Plan shall cover sixty-six and two-thirds percent (66 2/3%) of your monthly salary, less customary offsets, to a maximum monthly benefit of five thousand dollars (\$5,000). The elimination period shall be ninety (90) consecutive calendar days. Sick leave can be accrued up to one hundred ten (110) workdays to provide the primary layer of disability coverage. Sick leave, if available, may be utilized before Long Term Disability insurance becomes effective. An employee must work at least thirty (30) hours per week during her/his contract period to be eligible for any of the insurance benefits included in this section. In addition, an employee must meet the minimum work hour requirements established by the insurer.

15.10 **SICK DAY COMPENSATION.** Whenever an employee with ten (10) or more years of service in the Amherst School District terminates employment with the District, the employee or his/her survivors shall be compensated for all accumulated sick hours per

the provisions of Article 9.2. Part-time employees who work less than 30 hours per week are eligible for the benefits defined in this section.

Such compensation shall be equal to thirty percent (30%) of the employee's current per hour rate. If the District has been notified of the impending resignation in time for it to be in the prior year's budget such compensation shall be paid within thirty (30) days of their last day of employment. Otherwise this compensation will occur during July following the retirement.

15.11 **EARLY RETIREMENT.**

- A. An employee shall be eligible for early retirement if:
1. On June 30, final work day of the year, the employee will be at least 55 years of age; and
  2. As of the end of the year preceding early retirement the employee has completed twelve (12) years of service; and
  3. On or before January 1 of the year preceding early retirement, the employee submits request to the board to be considered for early retirement.
- B. The board shall consider all requests for early retirement and shall grant a minimum of three (3) such requests per year. It shall not be considered a past practice if the Board approves four (4) or more retirement requests in any year and the Board shall not be obligated to approve more than three (3) requests in a given year. If the board receives more than three (3) requests for early retirement to commence in any given year, it shall determine those who receive early retirement as follows:
1. First by age of the eligible employees as of June 30 of the last service year, the older employee being given preference;
  2. Should there be a tie, next by length of full-time service at Amherst.
- The Board, at its discretion, may approve additional applicants beyond the minimum number provided above, and/or extend the deadline for application beyond the date above.
- C. The Board shall postmark notification to applicants whether or not early retirement has been granted by April 15 of the year preceding early retirement. Each applicant shall have twenty-five (25) school days from the date notification is received to accept early retirement and submit a signed statement of retirement to the superintendent of schools. A statement of retirement shall be treated as a voluntary termination and the employee shall have no right to continue working in the district after that date.



However, the employee may apply to be reinstated, and the board shall grant reinstatement if that request is forwarded to the board by January 1st of the retiring year, provided the employee includes as part of such application a signed, dated agreement and authorization for the district to deduct from salary the full amount paid to the employee under section E.1 of this Article.

D. Eligible employees requesting but not receiving early retirement shall be given first consideration in the next year in accordance with the criteria in section B above. An employee who applies for and is granted early retirement, but decides not to take it, shall not receive preferential consideration in the next year.

E. The early retirement shall include:

1. A single cash payment of \$7,000 by the end of the school year preceding early retirement
2. An additional amount in salary during the final year of service as follows:

Age on July 1 of Final Year of Service <u>at least</u> 55 years	Salary Benefit \$6,000
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3. Employees who work less than 30 hours per week in the employee's final year of service will have their early retirement payment amount prorated based on the employee's average full-time equivalency value.

15.12 Honoraria for service: An employee that qualifies for early retirement under Article 10.11 who was unable to give notice of retirement the year preceding their final year of employment shall receive a \$7000 Honoria paid in their final paycheck of their final year of employment.

15.13 **WORKERS' COMPENSATION.** In the event that an employee is injured and is collecting workers' compensation insurance, the District will pay the difference between any dollar benefits received under Workers' Compensation and the employee's regular salary for absences up to the total of accumulated sick leave days.

## ARTICLE XVI EVALUATION PROCESS

1. Dissemination of the Plan
2. All employees will be provided with a copy of the evaluation plan and their job description.
3. New employees will receive a copy of the Performance Evaluation Plan and job description upon hiring.
4. Employees will receive a written identification of their immediate supervisor and evaluator upon hire or with their intent to re-employ. Note: 6 of 8

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.

### **PROCESS FOR COMPLETING THE EVALUATION**

1. Formal evaluations shall be completed on or before May 1st of each year. The employees shall receive a written copy of their evaluation.
2. The employee or the supervisor may request a meeting to discuss the evaluation, the employee's professional development and the employee's current assignment as well as a possible assignment for the upcoming year prior to the end of the school year.
3. 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.
4. The evaluation will include a self-evaluation form.
5. All formal observations, monitoring and/or evaluation of employee performance shall be conducted personally by the supervisor or designee with full knowledge of the employee.
6. Any changes to the evaluation form must be shared with the association leadership before June 1 of the preceding school year. ASSA leadership will have until July 15 to provide input on the changes.
7. Specific comments will be provided on the forms if an employee (E) Exceeds Expectations or (NI) Needs Improvement.
8. 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. The employee will be asked to sign the evaluation indicating the receipt of the report.

\*\*The article will begin year 2 of the contract, after the evaluation system has been implemented.

**ARTICLE XVII  
STAFF DEVELOPMENT**

17.1 Support staff employees are encouraged to complete a minimum of 25 hours of approved staff development activity in each three year period in accordance with the District Staff Development Master Plan. Employees will be reimbursed for approved staff development activities. This reimbursement is subject to the availability of funds.

17.2 The District agrees to budget \$5,000 for 2018-2019 for workshop fees and college tuition costs incurred by members of this bargaining unit. If, in any year of this agreement, all budgeted funds under this section are expended, the amount budgeted for the subsequent year will increase by \$1,000 up to a maximum of \$9,000 in the 2022-2023 school year.

Each member of the bargaining unit will be entitled to up to five hundred dollars (\$500) for reimbursement of registration fees incurred in attending pre-approved workshops, conferences, etc. and up to the cost of an undergraduate course at the University of New Hampshire incurred in attending a credit course approved in advance by the Superintendent.

If funds are available for this account as of June 30, the excess will be divided proportionately among bargaining unit members who have un-reimbursed workshop fees (pre-approved), tuition costs (pre-approved), or mileage expenses incurred while traveling to and from pre-approved workshops and/or conferences; however, in no event shall any bargaining unit member be reimbursed for more than \$2500 in any budget year.

17.3 All receipts and documentation for reimbursement of pre-approved professional development activities for July 1 through May 31 shall be submitted for reimbursement by June 15 of the fiscal year in which the activity took place. If the pre-approved professional development activity does not take place until after May 31st, the expected expenses must be encumbered by purchase order for the pre-approved professional development activity before June 30, the teacher shall not be eligible for reimbursement of expenses related to the pre-approved professional development activity.

17.4 Management will provide staff development opportunities for office managers, administrative assistants, information specialists, office assistants, specialized paraprofessionals, paraprofessionals, head cooks, health assistants, library assistants and school nutrition service workers during in-service days.

**ARTICLE XVIII  
RETIREMENT PLANNING INCENTIVE**

18.1 The Board agrees to contribute an amount equal to a bargaining unit member's contribution to a payroll-deducted tax sheltered annuity, not to exceed four hundred fifty dollars (\$450) per year. A bargaining unit member who presently has a tax-sheltered annuity payroll-deducted by the District may continue with that same plan; however, a new enrollee shall choose from the District plan.

**ARTICLE XVIX  
VACANCIES**

- 19.1 A notice of vacancy will be posted in each of the schools in the District five working days prior to publicly soliciting applicants for a vacant position. Copies of said posting will be sent to the Association president at the same time as the posting.

**ARTICLE XX  
SPECIALIZED PROGRAM EXTENDED SCHOOL YEAR**

- 20.1 **WORK DAY.** The on-site workday shall begin at 8:30 am and shall end at 2:00 pm, Tuesday through Thursday with Mondays and Fridays off. This schedule may change each summer.
- 20.2 **SICK LEAVE.** Support staff covered by this memorandum shall receive two (2) additional paid leave days during the summer specialized program for personal or sick leave. These days are to be used prior to last day of the summer program and are not to be carried over 7 of 8 beyond that date. Any additional absences due to illness shall be charged against the paraprofessional's accrued sick leave. For absences of three (3) hours or less, a deduction of one half (1/2) day may be made.
- 20.3 **PAY SCHEDULE.** Work performed during the summer ESY program will be paid biweekly, at the employee's rate of pay for the previous school year until June 30 and at the employee's rate of pay for the new school year on July 1. The employee will be required to use the District's payroll management website to submit payroll.
- 20.4 **VACATION.** The calendar week that includes the July 4th holiday will be a vacation.

**ARTICLE XXI  
TERMINATION**

- 21.1 Termination of an individual agreement is subject to a two-week written notice by the employee or by the Superintendent. If employment is terminated through dismissal for cause, employees will forfeit all accrued rights and privileges including leave entitlement. During the probationary period, the two-week notice does not apply.

**ARTICLE XXII  
GRIEVANCE PROCEDURE**

- 22.1 The parties to this contract, recognizing that honest differences do arise and that fair and peaceful resolution of such differences are in the best interest of both parties, set forth the following procedures to be used by bargaining unit members to resolve grievances.
- 22.2 Definition: A "grievance" means an alleged violation, misinterpretation or misapplication of any term(s) of this Agreement. A "grievant" is the bargaining unit member or members

making the claim. Any time limits specified in this Article shall mean school days, except under section 9 of the Article.

- 22.3 **Right of Representation:** A Support Staff member has the right to have a representative of choice present when processing a grievance.
- 22.4 **Informal Procedure:** The parties acknowledge that it is more desirable for a bargaining unit member and the immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing and referred to the following grievance procedure.
- 22.5 **Formal Procedure:** The grievance shall state the specific alleged violation of the Agreement as defined in 15.2. It shall also set forth names, dates and any other related facts which will provide a sound basis for a complete understanding of the grievance. Refer to form in Appendix B.

Level A. Within seven (7) days of receipt of a formal grievance, the building principal shall meet with the grievant. Within seven (7) days following any such meeting, the principal shall give a decision in writing to the grievant and the Association. If the grievance is not settled at this level, then it may be referred by the Association to Level B within eight (8) days of the receipt of an answer at this level.

Level B. Within seven (7) days of a grievance being referred to this level, the superintendent will meet with the participants of Level A and examine the facts of the grievance. The superintendent shall give an answer, in writing, within seven (7) days of any such meeting to the grievant and the Association. If the grievance is not settled at this level, then within eight (8) days from the receipt of the answer rendered at this level, the grievance may be referred to Level C by the Association. The grievance will be heard in nonpublic session if it meets the conditions set forth in RSA 91:A.

Level C. Within fourteen (14) days of a grievance being referred to this level, the Board will meet with the grievant for the purpose of resolving the grievance. The Board's decision shall be rendered in writing to the grievant and the Association with the reasons thereof within seven (7) days of the meeting. If the grievance is not settled at this level, then within eight (8) days from the receipt of the answer rendered at this level, the grievance may be referred to Level D by the Association.

Level D. If the grievance remains unsettled, then the matter may be referred by the Association to binding arbitration. When the matter is referred to binding arbitration, then the parties shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures for obtaining the service.

Neither the Board nor the Association shall be permitted to introduce into such arbitration proceeding any evidence not previously disclosed to the other party. The best efforts of the arbitrator shall be used to arbitrate the grievance, but s/he shall have no power or authority to do other than interpret and apply the provisions of this Agreement. The arbitrator shall have no power to add to, or subtract from, alter or modify, any of the said provisions. The arbitrator shall thereafter submit a decision to both parties. The arbitrator's decision shall be binding. The parties agree to share equally in the compensation and expense of the arbitrator.

- 22.6 Time periods specified in this procedure may be extended by mutual agreement and reduced in writing, signed by both parties.
- 22.7 Grievance (s) of a general nature, or involving the superintendent, may be submitted by the Association to Level B.
- 22.8 A grievance, in order to be considered further, must be forwarded to the next appropriate level within eight (8) days from receipt of the answer given at the preceding level.
- 22.9 In the event a grievance is filed on or after June first, the parties may agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as it is practicable.
- 22.10 Specified time limits will be followed by both parties unless extended by mutual agreement. Failure at any level of this procedure by the Administration to communicate a decision on a grievance within the specified time limits shall permit an immediate appeal of the grievance to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed acceptance of the decision rendered at that level.
- 22.11 A grievance in order to be considered, must be filed, in writing, within twenty (20) days of its occurrence.
- 22.12 Employees shall enjoy freedom from restraint, interference, coercion, discrimination or reprisal in presenting or appealing any grievance(s).
- 22.13 A grievance which is withdrawn or discontinued prior to the final step shall not be deemed to set precedent on future grievances of similar type.
- 22.14 A bargaining unit member whom the arbitrator determines must be involved in a grievance hearing during the work day shall be excused with pay for that purpose.

- 22.15 The Board agrees that non-confidential information in its possession shall be made available to the Association as the Association demonstrates that such information is necessary to assist a bargaining unit member or the Association in processing a grievance.
- 22.16 When a grievance is filed, all information which may be personally or professionally injurious shall be kept confidential by all parties involved. This article is not meant to supersede the right of an outside party to have access to information to arbitrate effectively the grievance as outlined in 15.5 Level D.

**ARTICLE XXIII  
NOTICE UNDER AGREEMENT**

- 23.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Amherst School Board Chairperson, c/o Superintendent of Schools, Amherst School District, P.O. Box 849, Amherst, NH 03031.
- 23.2 Whenever written notice to the Association is provided for in this Agreement, such notice shall be addressed to the Amherst Support Staff Association, c/o the president's current address.
- 23.3 By prior written notice either party may change the address to which future written notices shall be sent.

**ARTICLE XXIV  
DURATION OF AGREEMENT**

- 24.1 The provisions of this Agreement shall take effect on July 1, 2018, and shall remain in force through June 30, 2023. However, the Board or the Association may reopen negotiations on health insurance and wages if desirable to do so to avoid penalties under the Affordable Care Act.
- 24.2 This Agreement may be extended from time to time beyond its expiration date by written mutual Agreement of the representatives of the Board and the Association.

For the Employer:

  
Tom Gauthier - Chair  
Amherst School Board

  
Jason White - Vice Chair  
Amherst School Board

  
Victoria Parisi - Secretary  
Amherst School Board

  
Terri Behm  
Amherst School Board

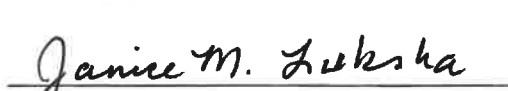
  
Shannon Gascoyne  
Amherst School Board

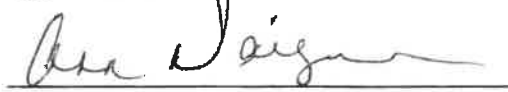
For the Association:

  
Lynn Bowler

  
Sandra Garcia

  
Robyn Graham

  
Janice M. Luksha

  
Ann Daigneau

  
Susan Casey



Appendix A  
 FY24 Salary Schedules

		Office Managers & Information Specialists	Specialized Paraprofessionals	Student Support Paraprofessional	Administrative Assistant	Library Assistants, Office Assistants, and Health Assistants	Cooks	School Nutrition Service Workers
FY24								
Step	New Step #	A	B	C	D	E	F	G
Step 1/2	1	\$18.00	\$17.50	\$16.25	\$16.25	\$15.50	\$15.25	\$14.75
Step 3/4	2	\$18.40	\$18.00	\$16.65	\$16.65	\$15.80	\$15.55	\$15.05
Step 5/6	3	\$18.80	\$18.50	\$17.05	\$17.05	\$16.10	\$15.85	\$15.35
Step 7/8	4	\$19.20	\$19.00	\$17.45	\$17.45	\$16.40	\$16.15	\$15.65
Step 9/10	5	\$19.60	\$19.50	\$17.85	\$17.85	\$16.70	\$16.45	\$15.95
Step 11/12	6	\$20.00	\$20.00	\$18.25	\$18.25	\$17.00	\$16.75	\$16.25
Step 13/14	7	\$20.40	\$20.50	\$18.65	\$18.65	\$17.30	\$17.05	\$16.55
Step 15/16	8	\$20.80	\$20.95	\$19.05	\$19.05	\$17.60	\$17.35	\$16.85
Step 17/18	9	\$21.25	\$21.40	\$19.50	\$19.50	\$17.95	\$17.70	\$17.20
Step 19/20	10	\$21.70	\$21.85	\$19.95	\$19.95	\$18.30	\$18.05	\$17.55
Step 21/22	11	\$22.15	\$22.30	\$20.40	\$20.40	\$18.65	\$18.40	\$17.90
Step 23/24	12	\$22.60	\$22.75	\$20.85	\$20.85	\$19.00	\$18.75	\$18.25
Step 25/26	13	\$23.05	\$23.20	\$21.30	\$21.30	\$19.35	\$19.10	\$18.60
Step 27/28	14	\$23.55	\$23.70	\$21.80	\$21.80	\$19.75	\$19.50	\$19.00
Step 29/30	15	\$24.05	\$24.20	\$22.30	\$22.30	\$20.15	\$19.90	\$19.40
Step 31/32	16	\$24.55	\$24.70	\$22.80	\$22.80	\$20.55	\$20.30	\$19.80
Step 33/34	17	\$25.05	\$25.20	\$23.30	\$23.30	\$20.95	\$20.70	\$20.20
Step 35/36	18	\$25.55	\$25.70	\$23.80	\$23.80	\$21.35	\$21.10	\$20.60
Step 37/38	19	\$26.05	\$26.20	\$24.30	\$24.30	\$21.75	\$21.50	\$21.00
Step 39/40	20	\$26.55	\$26.70	\$24.80	\$24.80	\$22.15	\$21.90	\$21.40
Step 41/42	21	\$27.05	\$27.20	\$25.30	\$25.30	\$22.55	\$22.30	\$21.80

Appendix A  
 FY25 Salary Schedules

		Office Managers & Information Specialists	Specialized Paraprofessionals	Student Support Paraprofessional	Administrative Assistant	Library Assistants, Office Assistants, and Health Assistants	Cooks	School Nutrition Service Workers
<b>FY25</b>								
Step	New Step #	A	B	C	D	E	F	G
Step 1/2	1	\$18.06	\$17.55	\$16.28	\$16.28	\$15.51	\$15.26	\$14.75
Step 3/4	2	\$18.47	\$18.06	\$16.69	\$16.69	\$15.82	\$15.57	\$15.06
Step 5/6	3	\$18.88	\$18.57	\$17.10	\$17.10	\$16.13	\$15.87	\$15.36
Step 7/8	4	\$19.29	\$19.08	\$17.50	\$17.50	\$16.43	\$16.18	\$15.67
Step 9/10	5	\$19.70	\$19.59	\$17.91	\$17.91	\$16.74	\$16.48	\$15.97
Step 11/12	6	\$20.10	\$20.10	\$18.32	\$18.32	\$17.04	\$16.79	\$16.28
Step 13/14	7	\$20.51	\$20.61	\$18.73	\$18.73	\$17.35	\$17.10	\$16.59
Step 15/16	8	\$20.92	\$21.07	\$19.14	\$19.14	\$17.66	\$17.40	\$16.89
Step 17/18	9	\$21.38	\$21.53	\$19.59	\$19.59	\$18.01	\$17.76	\$17.25
Step 19/20	10	\$21.84	\$21.99	\$20.05	\$20.05	\$18.37	\$18.12	\$17.61
Step 21/22	11	\$22.30	\$22.45	\$20.51	\$20.51	\$18.73	\$18.47	\$17.96
Step 23/24	12	\$22.76	\$22.91	\$20.97	\$20.97	\$19.08	\$18.83	\$18.32
Step 25/26	13	\$23.22	\$23.37	\$21.43	\$21.43	\$19.44	\$19.19	\$18.68
Step 27/28	14	\$23.73	\$23.88	\$21.94	\$21.94	\$19.85	\$19.59	\$19.08
Step 29/30	15	\$24.24	\$24.39	\$22.45	\$22.45	\$20.26	\$20.00	\$19.49
Step 31/32	16	\$24.75	\$24.90	\$22.96	\$22.96	\$20.67	\$20.41	\$19.90
Step 33/34	17	\$25.26	\$25.41	\$23.47	\$23.47	\$21.07	\$20.82	\$20.31
Step 35/36	18	\$25.77	\$25.92	\$23.98	\$23.98	\$21.48	\$21.23	\$20.72
Step 37/38	19	\$26.28	\$26.43	\$24.49	\$24.49	\$21.89	\$21.63	\$21.12
Step 39/40	20	\$26.79	\$26.94	\$25.00	\$25.00	\$22.30	\$22.04	\$21.53
Step 41/42	21	\$27.30	\$27.45	\$25.51	\$25.51	\$22.71	\$22.45	\$21.94

Appendix A  
FY26 Salary Schedules

		Office Managers & Information Specialists	Specialized Paraprofessionals	Student Support Paraprofessional	Administrative Assistant	Library Assistants, Office Assistants, and Health Assistants	Cooks	School Nutrition Service Workers
FY26								
Step	New Step #	A	B	C	D	E	F	G
Step 1/2	1	\$18.13	\$17.61	\$16.31	\$16.31	\$15.53	\$15.27	\$14.75
Step 3/4	2	\$18.55	\$18.13	\$16.73	\$16.73	\$15.84	\$15.58	\$15.06
Step 5/6	3	\$18.96	\$18.65	\$17.14	\$17.14	\$16.15	\$15.89	\$15.37
Step 7/8	4	\$19.38	\$19.17	\$17.56	\$17.56	\$16.47	\$16.20	\$15.68
Step 9/10	5	\$19.79	\$19.69	\$17.97	\$17.97	\$16.78	\$16.52	\$16.00
Step 11/12	6	\$20.21	\$20.21	\$18.39	\$18.39	\$17.09	\$16.83	\$16.31
Step 13/14	7	\$20.63	\$20.73	\$18.81	\$18.81	\$17.40	\$17.14	\$16.62
Step 15/16	8	\$21.04	\$21.20	\$19.22	\$19.22	\$17.71	\$17.45	\$16.93
Step 17/18	9	\$21.51	\$21.67	\$19.69	\$19.69	\$18.08	\$17.82	\$17.30
Step 19/20	10	\$21.98	\$22.14	\$20.16	\$20.16	\$18.44	\$18.18	\$17.66
Step 21/22	11	\$22.45	\$22.60	\$20.63	\$20.63	\$18.81	\$18.55	\$18.03
Step 23/24	12	\$22.92	\$23.07	\$21.09	\$21.09	\$19.17	\$18.91	\$18.39
Step 25/26	13	\$23.38	\$23.54	\$21.56	\$21.56	\$19.53	\$19.27	\$18.75
Step 27/28	14	\$23.90	\$24.06	\$22.08	\$22.08	\$19.95	\$19.69	\$19.17
Step 29/30	15	\$24.42	\$24.58	\$22.60	\$22.60	\$20.37	\$20.11	\$19.59
Step 31/32	16	\$24.94	\$25.10	\$23.12	\$23.12	\$20.78	\$20.52	\$20.00
Step 33/34	17	\$25.46	\$25.62	\$23.64	\$23.64	\$21.20	\$20.94	\$20.42
Step 35/36	18	\$25.98	\$26.14	\$24.16	\$24.16	\$21.62	\$21.35	\$20.83
Step 37/38	19	\$26.50	\$26.66	\$24.68	\$24.68	\$22.03	\$21.77	\$21.25
Step 39/40	20	\$27.03	\$27.18	\$25.20	\$25.20	\$22.45	\$22.19	\$21.67
Step 41/42	21	\$27.55	\$27.70	\$25.72	\$25.72	\$22.86	\$22.60	\$22.08

**APPENDIX B  
Grievance Report Form**

Grievance No. \_\_\_\_\_

Amherst School District

To: \_\_\_\_\_  
(Name of principal)

Complete in triplicate with copies to:

1. Principal
2. Superintendent
3. Support Staff Member

School	Name of grievant	Date filed

**Level A**

Date of Grievance: \_\_\_\_\_

1. Statement of grievance (be sure to include the specific violation or condition with proper references to the contract Agreement):

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2. Relief sought: \_\_\_\_\_

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Answer given by Principal: \_\_\_\_\_

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Position of grievant: \_\_\_\_\_

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Level B**

Date received by Superintendent: \_\_\_\_\_

Answer given by Superintendent: \_\_\_\_\_

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Position of grievant: \_\_\_\_\_

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

---

**Level C**

Date submitted to Amherst School Board: \_\_\_\_\_

Answer given by Amherst School Board: \_\_\_\_\_

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Position of grievant: \_\_\_\_\_

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX C**  
**AMHERST SUPPORT STAFF ASSOCIATION**  
**DUES DEDUCTION AUTHORIZATION FORM**

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State Zip \_\_\_\_\_

Total Amount of Dues \$ \_\_\_\_\_

Amount of Dues Deduction \$ \_\_\_\_\_

The sums to be deducted are hereby assigned by me to the Association, and are to be remitted by the Amherst School District to the Treasurer of the Association. The Board assumes no financial liability except to forward on a monthly basis those funds which have been properly authorized and deducted. I elect to pay the amount I have determined above by:

\_\_\_\_\_ In installments, through payroll deductions

\_\_\_\_\_ In one sum, from paycheck

\_\_\_\_\_ By check in one sum to the ASSA by October 15<sup>th</sup>

I hereby authorize the Amherst School District to withhold \$ \_\_\_\_\_ from my salary for membership dues.

Signature \_\_\_\_\_ Date \_\_\_\_\_