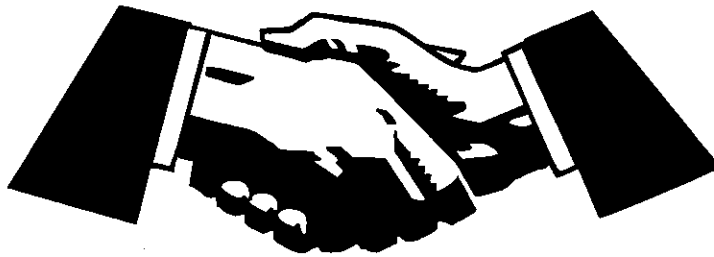


**AGREEMENT BETWEEN**

**THE NEWPORT SUPPORT STAFF  
NSS / NEA / NH**

**AND**

**THE NEWPORT SCHOOL BOARD**



**EFFECTIVE  
JULY 1, 2017 – JUNE 30, 2018**

# NEWPORT SUPPORT STAFF AGREEMENT

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## ARTICLE ONE - RECOGNITION

The Newport School Board recognizes the Newport Support Staff NSS/NEA/NH for purposes of collective negotiations according to RSA 273-A as the exclusive representative for the support staff of the Newport School District, certified by the New Hampshire Public Employee Labor Relations Board. The units of the support staff shall include library paraeducators, special education paraeducators, instructional paraeducators, and administrative assistants.

### 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 "District" means the Newport School District.
2. The term "school" means any work location.
3. The term "employee" means a person included in the bargaining unit.
4. The terms "Board" or "employer" mean the Newport School Board or any of its agents.
5. The term "Association" means the Newport Support Staff NSS/NEA/NH.
6. The term "paraeducator I" (para I) means a paraeducator certified by the NH Department of Education as determined in ED 504.06. (See Appendix C – ED 504.05 and ED 504.06) Para-I staff members may not work as instructional paras using Title 1 funds and may not work in Title 1 school-wide schools.

Generally, para 1 staff members are compensated on the para pay 1 scale (Appendix B). A certified para 1 staff member who has additional specialized training necessary to support the students with whom the para works (i.e., sign language, Crisis Prevention Institute (CPI) training, Licensed Nursing Assistant (LNA) certification, etc.) will be compensated on the para pay 2 scale (Appendix B).

7. The term "paraeducator II" means a paraeducator who is certified by the NH Department of Education as determined by ED 504.05 (See Appendix C – ED 504.05 and ED 504.06). Para II staff members are compensated on the para pay 2 scale (Appendix B). Para II staff members may work as instructional paras using Title 1 funds and may work in Title 1 school-wide schools.

8. The term “administrative assistant 1” means an employee performing receptionist duties.
9. The term “administrative assistant 2” means an employee performing duties in direct support of district principals, assistant principals, directors, or coordinators.
10. Whenever the singular is used in this agreement, it is to include the plural.

## **ARTICLE TWO - ASSOCIATION RIGHTS**

1. The Board agrees that all employees shall have full freedom of association and self-organization and shall be free from restraint, coercion, interference, discrimination or reprisals by the Board for reasons of membership in the Association or participation in any of its activities or the exercise of his/her individual rights under RSA 273-A.
2. The Association and its representatives shall have the right to use the school building at all reasonable hours for meetings in accordance with established school policy.
3. Representatives of the Association and their affiliates shall be permitted to transact Association business on school property at all reasonable times as long as it does not interfere with normal school operations.
4. With advance notice, the Association and its representatives shall have the right to use school facilities and equipment, including computers and photocopying equipment at reasonable times, when such equipment is not otherwise in use. All costs so incurred will be borne by the Association.
5. The Association and its representatives shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards at least one of which shall be provided in the teachers’ room of each school. The Association may use school mailboxes for communications.
6. The Association representatives shall be granted one day leave each school year for conducting Association business. Such leave shall be without loss of pay. The President of the Association shall inform the superintendent, no less than twenty-four hours in advance, of the date of the leave and who will be taking it.
7. Designated representatives of the Association shall be allowed to receive telephone calls and other communications concerning association business at any time during school hours as long as they do not interfere with normal school operation.

### **ARTICLE THREE - MANAGEMENT CLAUSE**

1. The Association agrees that, except as specifically abridged or limited by the provisions of this agreement or any agreement that may hereafter be made, all of the rights powers, and authority of the Board and its agents to manage, direct or supervise all of the operations of the Newport School District and all its employees in all its phases and details shall be retained by the Board and its agents.
2. The parties agree that the powers, discretions, and authority, which by law are vested in the Board and superintendent, will not be unlawfully delegated.

### **ARTICLE FOUR - NEGOTIATIONS PROCEDURE**

1. Negotiations procedure will be consistent with NH RSA 273-A. All collective bargaining shall be conducted between the School Board and/or its representative(s) and the Association or its representative(s). On or before the September 15 prior to the expiration of this Agreement, the Association will submit to the Board written notice of its intent to negotiate a successor agreement concerning salaries, fringe benefits, and terms and conditions of employment. Actual negotiations will begin on or before October 1 of that year.
2. The Board will furnish to the Association, upon request, names, addresses, telephone numbers, salary schedule placement, and fact sheet of all support staff.
3. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
4. The rights granted to members of the bargaining unit hereunder shall be deemed to be in addition to those provided elsewhere. This agreement shall not be applied or interpreted to deprive employees of advantages heretofore enjoyed unless otherwise provided in this Agreement.
5. Any agreement reached shall be reduced to writing and be signed by the Board and the Association. A copy of the agreement shall be filed with the New Hampshire Public Employee Labor Relations Board within fourteen days of the signing (by the president of the NSS). The Board shall be responsible, within thirty days of the signing, for publication and distribution of the agreements to all bargaining unit members without cost.

## **ARTICLE FIVE - GRIEVANCE PROCEDURE**

1. **Definition** – A “grievance” is any claim by a person, group of persons, or the Association alleging there has been a violation, misinterpretation, or misapplication of any provision of the Agreement. All time limits specified in the Article Five shall mean school days, except under section 5.12.
2. **Purpose** – The parties acknowledge that it is more desirable for an employee and his 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 (see Appendix A) and referred to the following formal grievance procedure. A grievance to be considered under this procedure must be initiated in writing within twenty school days of its occurrence.
3. **Formal Procedure** – The grievance shall state the specific alleged violation, misinterpretation, or misapplication with proper reference to the affected provision of the Agreement and the relief sought.
4. Any employee covered by this Agreement shall have the right to be represented at any stage of the grievance procedure.
5. **Level A** – Within five school days of receipt of a formal grievance, the building principal shall meet with the aggrieved support staff member and any other pertinent personnel. Within five school days following any such meeting, the principal shall give his/her answer in writing. If the grievance is not settled at this level, the grievance may be referred to Level B within five school days of the meeting.
6. **Level B** – Within ten school days of a grievance being referred to this level, the superintendent and/or his/her designee will meet with the participants of Level A and examine the facts of the grievance. The superintendent and/or his/her designee shall give his/her answer in writing within the five school days of any such meeting. If the grievance is not settled at this level, the grievance may be referred to Level C within five school days of the meeting.
7. **Level C** – Within fifteen school days of a grievance being referred to this level, the School Board will meet with all the participants necessary to obtain and examine the facts of the grievance. A decision in writing with reasons for such decision will be rendered by the School Board within fifteen school days after said meeting.
8. **Level D** – If the grievance remains unsettled, the grievant has fifteen school days to notify the superintendent if he/she is referring the matter to the Association requesting arbitration. If the

matter is referred to arbitration, then the parties shall apply to the American Arbitration Association to name an arbitrator under its rules and procedures. The arbitrator shall use his/her best efforts to arbitrate the grievance, but s/he 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 expenses of the arbitrator.

9. The arbitrator shall not award damages in excess of a make whole remedy.
10. Time periods specified in this procedure may be extended by mutual agreement and in writing.
11. Grievance (s) of a general nature, or involving the superintendent, may be submitted by the Association to Level B. The principal will be notified of this action.
12. In the event a grievance is filed on or after June 1, the parties 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 practicable.
13. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall allow the aggrieved person(s) to proceed to the next level. Failure at any level of the procedure 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.
14. The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal in presenting or appealing any personal grievance(s).

#### **ARTICLE SIX - REDUCTION IN FORCE**

In the event the Newport School Board deems it necessary to decrease the number of bargaining unit member or eliminate any position, the administration will review all paraprofessional staff and determine the reduction of said staff based upon the following:

- Seniority
- Qualifications/training related to the remaining jobs
- Transfer to another position can be completed with a minimum of training
- Formal evaluation

If all areas other than seniority are equal, seniority shall be the determining factor. Seniority is defined as the total amount of time continuously employed by this school district.

Bargaining unit members who have special skills that are not common among other bargaining unit members may be passed over in a lay off situation. Sign language skills would be an example of one of these skills.

Layoff units shall be defined as: 1) Paraeducators and 2) Administrative Assistants.

Employees shall be recalled in the reverse order in which they were laid off. A person who is laid off shall maintain his/her seniority for twelve months. Employees who are eligible for recall shall be sent a recall notice by certified or registered mail and the employee must notify the department head within three business days after receiving notice of recall of his/her intention to return to work. The district shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the District with his/her latest mailing address. In any event, the employee must return to work within two weeks of the date specified.

The parties agree that the Association will maintain and keep records on seniority, qualifications/training related to the remaining jobs and the ability for an employee to transfer to another position can be completed with a minimum of training and the recall roster. The Association will initially obtain this information from the superintendent, verify it, and share the changes with the superintendent who will double-check the information. Once this has been done the Association will update and maintain the information in the future.

## **ARTICLE SEVEN - VACANCIES**

1. A "vacancy" shall mean a newly created position within the bargaining unit or an existing position within the bargaining unit which is not filled and which the District intends to fill.
2. Notice of vacancies within the Newport School District will be posted in each of the schools. A copy of all vacancy notices shall be sent to the Association president.
3. Such notices shall contain the date of posting, a description of the position, name and location of the school, requirements of the position, name of the person to which the application is to be returned and the deadline for submitting an application. For vacancies which occur while school is in session, the period between internal postings of position and closing of applications, shall be no fewer than four school days. For vacancies which occur during or within four days prior to the



start of any school vacation or summer break, the vacancy shall be posted for a minimum of seven calendar days.

4. When a vacancy arises in any support staff position, the employee with the most seniority in that particular classification of the support staff will be given priority in the filling of said vacancy, provided that the senior employee applicant has qualifications for that particular position that are equal or superior to those of other applicants. Final decisions will be made by the administration that retains the exclusive right to determine qualifications and to make final personnel decisions accordingly.
5. At the time of hire, a new employee in this bargaining unit shall be given a copy of this collective bargaining agreement by the Human Resource Dept. at SAU 43. The Association President (or designee) may request a copy of wage placement data up to four times per school year. This shall include hourly rate of pay, hours per day, number of days in the contract year, employment start date, and years of relevant experience and education. Additional wage placement data shall be provided on request.
6. On or before May 30 of each year, the employer will notify employees of the intent to employ for the following school year (RSA 189:14-h).

#### **ARTICLE EIGHT - DUE PROCESS**

1. In the event that a deficiency could result in termination of employment, the Board and/or designee shall notify the employee in writing of any alleged deficiencies, indicate expected correction, and indicate a reasonable period for correction.
2. No employee shall be discharged, suspended, warned, adversely evaluated, reduced in rank or compensation, deprived of any employment advantage, or non-renewed without just cause. All information forming the basis for such disciplinary action will be made available to the employee. Discipline shall be progressive and corrective. Notwithstanding the foregoing, the Board reserves the right to terminate immediately any employee for criminal, fraudulent, dishonest, or other serious misconduct. This provision shall not apply to the non-renewal of employees who have been employed for less than two years.
3. A staff member shall at all times be entitled to have present a representative of the Association when he/she is being warned or disciplined for any infraction of rules or deficiency in performance. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. The representation will be available prior to the next school day. If the Board or its agent determines

that said infraction or deficiency endangers the welfare of student or community, it reserves the right to suspend the employee until such representation is available.

#### **ARTICLE NINE - EVALUATION**

It is the responsibility of the building administrator to insure that evaluations of each bargaining unit member be performed on a school year basis by an administrator.

#### **ARTICLE TEN - INSURANCE BENEFITS AND PROVISIONS**

1. Full-time employees (contracted for thirty hours or more per week) will be eligible for health insurance coverage. For such employees, the District will pay 100% of the premium for single coverage. Employees may receive two-person or family coverage, but will be responsible for paying the difference in cost. Employees covered by this bargaining agreement who have two-person or family coverage as of June 30, 2017; will be grandfathered and may continue to have such coverage with the District being responsible for 89% of the premium, until such time said employee chooses to drop said two-person or family coverage or the employee separates from the Newport School District as an employee.
2. The parties agree to go to the Access Blue New England, prescription option 1, from HealthTrust or a substantially similar plan from another health insurance provider effective July 1, 2017.
3. The parties agree to create a Health Reimbursement Account (HRA) for each bargaining unit member who is eligible for health care. The School Board shall provide up to 100% of a single (\$1,000), two-person (\$2,000), and family (\$3,000) reimbursements through the HRA in each year of the agreement. A third-party administrator shall be used to facilitate reimbursement for plan deductions and/or prescription drug co-pays.
4. In the event that the District determines that it will incur any tax or penalty because of the cost or the value of the District-offered health insurance plan, the parties shall reopen negotiations to determine a suitable replacement plan. In the event that agreement is not reached, the members of the Association will pay 100% of any such tax or penalty in proportion to the value of their health benefits.

If another Newport School District bargaining group or other Newport School District group blocks or impedes the District's ability to purchase a health plan that would avoid any tax or penalty, and the Association has supported such a purchase, Association members will be exempt from paying any portion of any tax or penalty incurred as a result of the health plan in place.

5. The District shall provide Delta Dental insurance to all support staff bargaining unit members who are eligible for single coverage benefits (contracted for thirty hours or more per week) at an 85% district, 15% employee premium contribution level. Employees wishing to purchase two-person or family coverage will be responsible for the additional premium.
6. Members who are not employed full-time have the option to purchase insurance at the cost of 100%.
7. Should the District decide to change health insurance coverage for employees covered by this contract, the district may do so only with the approval of the majority of those employees represented by this contract who receive health insurance benefits.
8. All members of the bargaining unit shall be covered by long-term disability insurance. This plan covers employees who work at least thirty hours per week. If at any time the minimum number of hours is decreased in the disability insurance contract, then the minimum number of hours will also be reduced for members of the bargaining unit. Benefits shall commence after an employee has been disabled for ninety calendar days and shall continue until age sixty-five or until the employee is able to return to work.
9. An employee who is eligible for health insurance, but elects not to enroll, who works his/her full contract, and who provides documentation that he/she has obtained alternative insurance this is not subsidized (e.g., through the Patient Protection and Affordable Care Act), will be paid \$3,000 minus any penalty imposed on the district because the employee receives an insurance subsidy 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 fewer than thirty hours per week or, through a qualifying event, must enroll in the district plan.

Fifty percent of the payment will be made by December 15 of the fiscal year and the remaining 50% will be paid by June 30 of the same fiscal year.

10. If any provision of this Agreement or any application of this Agreement is held to be contrary to the Patient Protection and Affordable Care Act (PPACA) or substantially modifies the effect or the enforcement of this Agreement relative to such Act (PPACA), then the parties agree to reopen this agreement for the sole purpose of renegotiating the health care provisions of this agreement.

## ARTICLE ELEVEN - DEDUCTIONS

1. The District agrees to deduct from the wages of its full-time (thirty or more hours a week) support staff dues for membership in the Newport Support Staff NSS/NEA/NH, the New Hampshire Education Association, and the National Education Association as said members voluntarily authorize the Board to deduct and to transmit the monies to the Newport NSS/NEA/NH within five days of the last paycheck each month. Employees who elect to have dues deducted may authorize these deductions by completing the appropriate form and the District shall place the form on file.
2. Pursuant to such authorization, the employer shall deduct equal amounts for each pay period.
3. In the event a full-time employee does not authorize deductions in accordance with the above, the employer shall deduct and forward to the Association a service fee equal to the pro rata share of the cost of collective bargaining, contract administration and grievance adjustment.
4. Upon appropriate written authorization from the employee, said authorization to continue in effect from year to year unless revoked in writing, the District shall deduct from the wages of any such employee and make appropriate remittance for such plans as annuities, credit union, charitable donation, or any other like plans or programs.
5. It shall be the responsibility of the Association to notify the employer which employees are not members in good standing of the Association prior to September 25 of each year.
6. If the employer is prohibited by order of a court or agency having jurisdiction from making the deductions under the above, the employer shall have no obligation to terminate the employment of any employee who does not authorize deductions. If the right of the employer to make deductions under the above is challenged before any court or agency having jurisdiction, the Association agrees to defend such action, at its own expense and through its own counsel, and the Association shall indemnify and save harmless the employer from any expenses and liabilities incurred as a direct consequence of the employer's compliance with the above, provided:
  - a. The employer immediately notifies the Association in writing of any such challenge, and permits the Association to intervene as a part if it so desires; and
  - b. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at all hearing levels; and

- c. Excluded from this section is any claim which arises from the willful misconduct or the imperfect execution of the employer's responsibility in complying with paragraph three of this Article.

## **ARTICLE TWELVE - HOURS AND OVERTIME**

1. The hours and overtime provisions for the employees covered by this agreement shall be governed by the provisions of the Fair Labor Standard Act. Employees will be paid for all time worked including extra hours relating to field trips and other assigned duties that extend beyond scheduled work hours. It is understood that when an emergency arises that requires an employee to extend the workday to provide supervision to students this time will be reported to the principal and added to the timesheet. All other additional hours shall be approved in advance by the principal.
2. No employee shall suffer a loss of pay due to a delayed start or early release that occurs due to inclement weather or other emergencies. When school is cancelled, no employee shall suffer a loss of pay if the school day is not rescheduled.
3. A calendar showing all scheduled workdays for bargaining unit members shall be provided prior to the end of the school year for the following school year.
4. Paraeducators who work with Medicaid students shall have at least one hour of time scheduled each week within their normal working hours to meet with the case manager of the student and to complete Medicaid record keeping.
5. At the beginning of the school year, all employees will receive a schedule of hours to be worked each day. This schedule will include a start and a finish time.

## **ARTICLE THIRTEEN - LEAVE**

All employees will receive the following:

1. Ten-month employees are entitled to ten leave days of which eight may be used only for personal illness or illness of a family member of his/her immediate family. Two of these days may be used for any reason ("personal days"). Employees will be eligible for up to three days of paid bereavement leave. Bereavement leave may be extended with the approval of the superintendent, not to exceed a total of five days.

2. Leave days may accumulate to sixty provided that an employee may take no more than two personal days per year. Any employee who has accumulated more than sixty days by June 30, 2001, pursuant to the provisions of a previous Agreement, is entitled to the number of days so accumulated. However, the number of cumulative days is capped at this number for the duration of his/her uninterrupted employment with the District.
3. An employee in this bargaining unit during the first five consecutive years of employment who takes no leave days during the school year shall receive a \$250.00 stipend at the end of the year.
4. Twelve-month employees are entitled to fifteen under the same conditions described in the previous paragraphs, except that they may use thirteen leave days for personal illness or illness of a family member of his/her immediate family.
5. After five years of employment, each remaining day of accumulated leave up to the cap will have a value that equals the employee's hourly rate plus an additional 5% that is paid out upon a positive separation from the district.
  - a. After ten years of employment, each remaining day of accumulated leave up to the cap will have a value that equals the employee's hourly rate plus an additional 8% that is paid out upon a positive separation from the district.
  - b. After fifteen years of employment, each remaining day of accumulated leave up to the cap will have a value that equals the employee's hourly rate plus an additional 10% that is paid out upon a positive separation from the district.

#### **ARTICLE FOURTEEN - VACATION – TWELVE-MONTH EMPLOYMENT**

1. Twelve month employees will be entitled to vacation periods as follows:
  - a. After one full fiscal contract year, ten days
  - b. After five consecutive contract years, fifteen days
  - c. After nine consecutive contract years, twenty days
  - d. Vacation schedules must be approved by the administration
2. If a ten-month administrative assistant is employed for more than one year by the district and then becomes a twelve-month employee, that administrative assistant will have all consecutive contracted hours totaled and divided by 260 days in order to calculate the number of years of service for the purpose of determining the number of vacation days to be allocated.

## **ARTICLE FIFTEEN - HOLIDAYS**

1. All employees are entitled to the following holidays:

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Day  
Martin Luther King Day  
Memorial Day

2. Twelve-month employees are also entitled to the Fourth of July.

## **ARTICLE SIXTEEN - EMPLOYEE RIGHTS**

1. Pursuant to the New Hampshire Public Employment Labor Relations Law, the employer hereby agrees that every eligible employee of the District shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by the Law or other Laws of New Hampshire or the Constitutions of New Hampshire and the United States; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association or collective negotiations with the employer; or his/her institution of any grievance, complaint, or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
2. The employer agrees that it will not discriminate against or between employees because of age, sex, race, color, marital status, physical or mental disability, religious creed national origin, or sexual orientation in any way including the adoption and implementation of policy.

## **ARTICLE SEVENTEEN - WAGES**

1. The District will pay the hourly wage of employees who attend professional development/ training workshops offered by the District to the extent that attendance at such workshops would

exceed the normal workday of the employee, provided that the employee has received prior approval from his/her building principal.

2. Bargaining unit members who cover for classroom teachers shall be paid \$4.00 per hour over their current hourly rate of pay.
3. Bargaining unit members who are asked to participate in school related court proceedings shall be paid at their regular hourly rate for all approved and documented time required by the District in preparing for and participating in court proceedings.
4. A member of the bargaining unit called for jury duty or subpoenaed as a witness will receive their regular hourly rate from the District for each day of service, but must submit the payment made by the State to the District, exclusive of any mileage reimbursement.
5. Bargaining unit members who have completed at least fifteen years of continuous service in the District will be paid an annual longevity bonus of \$750 in the second payroll of the following November.
6. All members of the bargaining unit who are paraeducators must be certified as para I or para II as defined by Ed 504.05 and 504.06 (see Appendix C).
7. Newly hired paraeducators will be placed on the wage scale commensurate with their years of prior school experience, and will move to the next step on the wage scale after their first year of employment, provided they were hired before or during the first academic quarter and continue employment through the end of the fourth quarter. Paraeducators hired in the second or later quarter will remain on the same step the following year. All other paraeducators will move one step per year.
8. Criteria for determining creditable years of prior service will be:
  - a. For administrative assistants performing duties in direct support of principals, assistant principals, guidance counselors, or directors: related experience as an administrative assistant in a like position. One full year will be granted for each full year of prior experience.
  - b. For administrative assistants performing receptionist duties: related experience in a like position or other clerical position. One full year will be granted for each full year of prior experience.



- c. Paraeducators experience in the Newport School District shall be granted to administrative assistants at .75 years for each year of prior experience.
9. No new hires shall be placed on a step higher than current employees with equal experience.
10. School year bargaining unit members will be given the option of twenty-two or twenty-six equal paychecks, assuming no adjustments to hours worked are required. This will be calculated by dividing the scheduled number of hours per year into twenty-two or twenty-six parts. Any adjustments due to more or fewer hours than scheduled being worked shall be made in the payroll period in which the fluctuation occurs, which may result in some paychecks not being equal to others. Should the adjustment in an employee's hours result in a paycheck not being issued in a particular pay period, the District will inform the employee as soon as it has determined no check will be issued to that employee for that pay period and the reasons why this occurred.

Employees must specify in writing if they wish to choose either the twenty-two- or twenty-six-pay option, or to receive full pay for hours actually worked, to be paid on the regular paydays designated in advance by the District. Such choice must be made prior to the first payroll period, or upon employment with the District. If no designation is made, the District will pay the employee based upon actual hours worked.

Employees will still be expected to submit time sheets and utilize any district attendance program, as well as to follow all district payroll policies and procedures.

11. Current employees who are contracted for fewer than thirty hours per week will be given the first opportunity to fill thirty-hour per week or greater positions. To be considered for a thirty-hour per week or greater position, current employees must meet the following criteria:
- a. Employee must reach or exceed the expectations for the position based upon an evaluation instrument agreed to by the union and management. This instrument may be different for administrative assistants and paraeducators.
  - b. In the case of paraeducators, the needs of the student outlined in the Individual Education Plan (IEP) and/or the job description/job tasks for the position must justify the need for thirty or more hours of work per week, as determined by the management. The paraeducator must also have the appropriate skills and disposition to continue in the position, as determined by management.
  - c. In the case of administrative assistants, the job description or job tasks for the position must justify the need for thirty or more hours of work per week, as determined by management. The

administrative assistant must also have the appropriate skills and disposition to continue in the position, as determined by management.

- d. If the employee's current job is increased to a thirty-hour per week position, and he/she meets the above criteria, and he/she wishes to continue in the position, he/she will continue in that position. No job posting or job application will be required. If the employee has received an acceptable evaluation, but the employee's skills and disposition do not match their current position, every effort will be made to find an appropriate thirty-hour per week or greater position for him/her. If the employee does not meet the criteria and/or does not wish to continue in the position, the job will be posted.

#### **ARTICLE EIGHTEEN - FAMILY AND MEDICAL LEAVE ACT**

1. Employees are covered by the Family and Medical Leave Act (FMLA). An employee who anticipates taking unpaid leave for the birth and first-year care of his/her newborn, adopted or foster child, the care of a spouse, child, or parent with a serious health condition, or the employee's own serious health condition, should contact the superintendent or his/her designee regarding the employee's rights under the FMLA.
2. In any event, an employee should give thirty days' notice to the superintendent or his/her designee of the employee's intention to take unpaid FMLA leave. In the event of unforeseen circumstances, the employee must give as much notice as possible.

#### **ARTICLE NINETEEN - PROFESSIONAL DEVELOPMENT**

1. The district will provide up to five paid days of professional development workshops to each paraeducator, to coincide with scheduled teacher/district professional development days. Trainings attendance will be mandatory, and an attendance log will be signed each day. Agenda topics for each day will be determined by the administration.
2. A \$5,000 fund will be established each year for reimbursement of undergraduate or graduate college courses that lead to a degree and/or that are relevant to their position or education in general. The fund will be administered on a first-come, first-served basis on when the SAU receives the course registration form. Course approval by superintendent is required prior to course work. Requests for approval shall be acted upon within 5 working days of a request.
3. The following criteria must be met for qualification for reimbursement:
  - a. The bargaining unit member must be employed by the District for two consecutive years.

- b. The course must be pre-approved by the superintendent.
  - c. The bargaining unit member is responsible for registration and initial payment for the course.
  - d. The employee must present proof of a grade of B or better in the course.
4. Two-thirds of the fund will be allotted for courses that occur during the months of July through December. The remaining third will be allotted to courses taken from December through June. Funds that are not used during the first half of the year will be made available in the second half. If funds remain after all courses for the second half of the year are reimbursed, they will be made available for courses from the first half of the year that are unreimbursed due to a lack of funds. Employees taking credit courses in June, July or August, must reimburse the District for any funds it provided if the employee fails to return to work at the beginning of the next school year.
  5. Employees are encouraged to participate in relevant professional development opportunities. Paraeducators will be allowed to attend relevant in-district professional development workshops that are being offered to teaching staff.
  6. The District is committed to provide funding for professional development workshops through grants. Bargaining unit members shall be encouraged to apply for funding for workshops. Applications for workshop funding shall be submitted to the building PD representative. A response to the request shall be provided within 5 working days of the request.

#### **ARTICLE TWENTY - FINGERPRINTING**

All newly hired bargaining unit members will be reimbursed for the cost of fingerprinting as it relates to the required criminal background check. This reimbursement will occur after the initial 90 calendar days of employment.

#### **ARTICLE TWENTY-ONE – HOLD HARMLESS CLAUSE**

Should any article, section or portion thereof of this agreement be declared invalid because it is in conflict with a federal or state law or be held to be unenforceable by any court of competent jurisdiction, such determination shall apply only to the specific article, section or portion thereof, specified in the decision. The parties to this agreement agree to meet to negotiate only on the specific article or section or portion thereof which has been declared invalid or unenforceable, but neither party is required to make a concession in order to reach agreement on the specific article or section in question.

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

**ARTICLE TWENTY-TWO – DURATION**

The provisions of the Agreement will become effective as of July 1, 2017 to June 30, 2018.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HANDS AND  
SEALS THIS 9<sup>th</sup> DAY OF May, 2017.

THE NEWPORT SUPPORT STAFF  
NSS/NEA/NH

THE NEWPORT SCHOOL BOARD

Munsa B Scott  
President

Robert A  
Chair

[Signature]  
Witness

[Signature]  
Witness

**APPENDIX A - GRIEVANCE REPORT FORM**

Complete in triplicate with copies to the principal, superintendent, and Association.

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

To: \_\_\_\_\_  
Principal

Name of Grievant: \_\_\_\_\_

Date filed: \_\_\_\_\_

LEVEL A

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

Statement of Grievance: *(Be sure to include the specific violation or condition with proper references to the contract agreement).*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Answer Given by Principal:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Position of Grievant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX B - SUPPORT STAFF WAGE SCALE**

Step	Para Pay 1	Para Pay 2	AA 1	AA 2
1	12.50	13.40	13.40	13.75
2	13.40	14.30	14.30	14.65
3	14.30	15.20	15.20	15.55
4	15.20	16.10	16.10	16.45
5	16.10	17.00	17.00	17.35
6	17.00	17.90	17.90	18.25
7	17.90	18.80	18.80	19.15

## APPENDIX C - ED 540.05 and ED 504.06

Ed 504.05 Certification as a Paraeducator II. The following shall apply to the certification of a paraeducator II:

(a) To be certified as a paraeducator II, an individual shall meet the following entry level requirements relative to education and experience:

(1) Possess a high school degree or GED equivalent; and

(2) Meet one of the following requirements:

a. Hold 48 college credits based on a 3-credit per course system, an associates' degree or a higher degree from an institution of higher education;

b. Have a minimum of 2 years of study at an institution of higher education; or

c. Demonstrate a knowledge of and ability to assist in the instruction of reading, writing, or mathematics or reading readiness, writing readiness, or math readiness, as evidenced by a formal assessment managed by the department and administered by the department, the department's agent(s), or the local district, which shall consist of:

1. Submission of documentation demonstrating knowledge and teaching skills in each of the 3 areas of reading, writing, and mathematics at the second-year college level; or

2. Satisfactory completion of college coursework in any of the 3 areas of reading, writing, and mathematics at the second-year college level and submission of documentation demonstrating knowledge and teaching skills at the second-year college level in any of the 3 areas not covered by the college coursework.

(b) Qualifications for a paraeducator II shall include the following skills, competencies, and knowledge:

(1) As relating to professionalism, the individual shall demonstrate ability for or knowledge of:

a. Appropriate social interactions in various group settings;

b. Participation in ongoing professional development and self-evaluation and application of constructive feedback;

c. A clear understanding of professional ethics, including the need to maintain confidentiality of information regarding students, staff, and families, and the legal rights and responsibilities of school staff and students;



d. Reflection on the effects of his or her choices and actions on students, parents and others in the community; and

e. Following the health and safety protocols and practices established by a school district;

(2) As relating to knowledge of reading and writing, based on texts and materials used for reading and writing competency comparable to those used in post-secondary education, the individual shall demonstrate ability to:

a. Read and comprehend passages written in English;

b. Identify key elements in a written passage;

c. Use standard spoken English appropriately;

d. Communicate thoughts, ideas, information, and messages in writing;

e. Use language, style, organization, and format appropriate to the subject matter, purpose, and audience;

f. Check, edit, and revise for correct information, appropriate emphasis, form, grammar, spelling, usage, and punctuation; and

g. Retrieve information from print and electronic resources;

(3) As relating to classroom skills relating to reading and writing, the individual shall demonstrate ability to:

a. Assist students to use study skill strategies;

b. Read aloud to children using appropriate phrasing and inflection;

c. Help students explore literature as a source for understanding their own experience and those of others;

d. Reinforce reading skills in small group or one-on-one settings;

e. Use a variety of technologies, including assistive technologies, to help students develop reading, writing, and learning skills; and

f. Use several strategies to reinforce the learning of word study skills, including phonemic awareness, phonics, structures, vocabulary, context, and spelling;

(4) As relating to knowledge of mathematics, the individual shall demonstrate ability to:

a. Perform computations using addition, subtraction, multiplication, and division;

- b. Demonstrate the ability to estimate mathematical results;
- c. Use tables, graphs, diagrams, and charts to obtain or convey quantitative information;
- d. Choose appropriate techniques to approach mathematical problems;
- e. Use quantitative data to construct logical explanations for real-world situations;
- f. Express mathematical ideas and concepts orally and in writing;
- g. Understand the role of chance in the occurrence and prediction of events;
- h. Demonstrate how manipulatives can represent mathematical concepts;
- i. Extract key elements from a word problem and translate the information into accurate mathematical expressions; and
- j. Apply mathematical concepts to real life situations;

(5) As relating to classroom skills relating to mathematics, the individual shall demonstrate ability to perform the following skills under the supervision of a professional:

- a. Reinforce mathematical skills presented by the teacher;
- b. Help students use manipulatives to express mathematical ideas;
- c. Assist in the review and evaluation of students' work in mathematics;
- d. Use technologies to help students create charts, graphs, and projects that express mathematical ideas; and
- e. Use a variety of technologies, including assistive technologies, to help students learn mathematical concepts and skills;

(6) As relating to supporting the classroom environment, the individual shall demonstrate knowledge:

- a. Of the developmental stages through which children progress from birth to age 21;
- b. That there are various risk factors that might prohibit or impede typical development;
- c. That students have different learning styles;
- d. Of the influence that families have on childhood learning and development;
- e. Of a variety of teaching strategies that teachers may use;
- f. Of the necessity to be sensitive to diversity in cultural heritages, lifestyle, and value systems among children, youth and families;

- g. Of the applicable laws, rules, regulations, and procedural safeguards that must be observed in educational environments;
- h. Of a range of classroom and behavior management strategies that a teacher might use to create a climate conducive to learning;
- i. That student learning needs may be assessed in a variety of ways, including, but not limited to, observation, conversation, testing, and analysis of the work of students; and
- j. Of the various approaches to reading, writing, and mathematics that are used in schools; and

(7) As relating to supporting the classroom environment, the individual shall demonstrate the ability, under the supervision of a professional, to:

- a. Assist in maintaining a safe, healthy learning environment that includes following prescribed policy and procedures;
- b. Use strategies and techniques for facilitating the integration of individuals with exceptional learning needs into various settings;
- c. Prepare and organize materials to support teaching and learning;
- d. Use strategies that promote students' independence;
- e. Function in a manner that demonstrates the ability to use effective problem solving, engage in flexible thinking, employ appropriate conflict management techniques and analyze one's own personal strengths and preferences;
- f. Use and adapt a variety of developmentally and age appropriate materials and equipment, including assistive technology, to support students' learning;
- g. Use approaches such as but not limited to, modifying the learning environment, implementing district or building behavior programs and implementing individual behavior plans in order to manage individual student's behavior;
- h. Use strategies that support students' appropriate social skills;
- i. Communicate, follow instructions and use problem-solving and other skills that will enable the individual to work as an effective member of the instructional team;
- j. Carry out assessment activities to collect and document objective information about the students' strengths and needs;
- k. Assist with maintaining student records including using any technology employed by the district;

- l. Seek help from appropriate sources as necessary; and
- m. Support the instructional choices made for students.

(c) An applicant for certification as a paraeducator II shall pay the applicable application fee in Ed 508.06.

(d) Certification as a paraeducator II shall be for a period of 3 years.

(e) The certification may be renewed, provided the candidate for renewal:

(1) Is recommended in writing by the superintendent to the administrator as having met the requirements of Ed 512; or

(2) Complies with the requirements of Ed 512, as demonstrated by a certificate of continuing education or a transcript which:

a. Is issued by the institution providing such education; and

b. Documents that the candidate has completed continuing education courses totaling at least 50 clock hours.

Source. #7074, eff 8-30-99; and by #7923, eff 7-24-03; ss by #8229, eff 12-17-04; ss by #8667, eff 7-1-06, EXPIRED: 7-1-14

Ed 504.06 Certification as a Paraeducator I. The following shall apply to the certification of a paraeducator I:

(a) To be certified as a paraeducator I, an individual shall meet the following entry level requirements relative to education and experience:

(1) Possess a high school degree or GED equivalent; and

(2) Demonstrate a knowledge of and the ability to assist in instruction consistent with the qualifications required under (b) below:

a. In the areas of:

1. Reading, writing, mathematics, behavioral management, life skills, and professionalism, or

2. Reading readiness, writing readiness, or math readiness; and

b. As evidenced by a formal assessment managed by the department and administered by the:

1. Department;

2. Department's agent(s); or
3. Local district.

(b) Qualifications for a paraeducator I shall include the following skills, competencies, and knowledge:

- (1) As relating to professionalism, the individual shall demonstrate ability for or knowledge of:
  - a. Appropriate social interactions in various group settings;
  - b. Participation in ongoing professional development and self-evaluation and application of constructive feedback;
  - c. A clear understanding of professional ethics, including the need to maintain confidentiality of information regarding students, staff, and families, and the legal rights and responsibilities of school staff and students;
  - d. Reflection on the effects of his or her choices and actions on students, parents and others in the community; and
  - e. Following the health and safety protocols and practices established by a school district;
- (2) As relating to knowledge of reading and writing, the individual shall demonstrate ability to:
  - a. Read and comprehend passages written in English;
  - b. Identify key elements in a written passage;
  - c. Use standard spoken English appropriately;
  - d. Communicate thoughts, ideas, information, and messages in writing; and
  - e. Retrieve information from print and electronic resources;
- (3) As relating to classroom skills relating to reading and writing, the individual shall demonstrate ability to:
  - a. Assist students to use study skill strategies;
  - b. Read aloud to children using appropriate phrasing and inflection;
  - c. Reinforce reading skills in small group or one-on-one settings; and

- d. Use a variety of technologies, including assistive technologies, to help students develop reading, writing, and learning skills;
- (4) As relating to knowledge of mathematics, the individual shall demonstrate ability to:
- a. Use tables, graphs, diagrams, and charts to obtain or convey quantitative information;
  - b. Use quantitative data to construct logical explanations for real-world situations;
  - c. Express mathematical ideas and concepts orally and in writing; and
  - d. Apply mathematical concepts to real life situations;
- (5) As relating to classroom skills relating to mathematics, the individual shall demonstrate ability to perform the following skills under the supervision of a professional:
- a. Reinforce mathematical skills presented by the teacher;
  - b. Help students use manipulatives to express mathematical ideas;
  - c. Assist in the review and evaluation of students' work in mathematics;
  - d. Use technologies to help students create charts, graphs, and projects that express mathematical ideas; and
  - e. Use a variety of technologies, including assistive technologies, to help students learn mathematical concepts and skills;
- (6) As relating to supporting the classroom environment, the individual shall demonstrate knowledge of:
- a. The developmental stages through which children progress from birth to age 21;
  - b. Various risk factors that might prohibit or impede typical development;
  - c. Students that have different learning styles;
  - d. The influence that families have on childhood learning and development;
  - e. A variety of teaching strategies that teachers may use;
  - f. The necessity to be sensitive to diversity in cultural heritages, lifestyle, and value systems among children, youth and families;
  - g. The applicable laws, rules, regulations, and procedural safeguards that must be observed in educational environments;
  - h. A range of classroom and behavior management strategies that a teacher might use to create a climate conducive to learning;

- i. Student learning needs that may be assessed in a variety of ways, including, but not limited to, observation, conversation, testing, and analysis of the work of students; and
- j. The various approaches to reading, writing, and mathematics that are used in schools; and

(7) As relating to supporting the classroom environment, the individual shall demonstrate the ability, under the supervision of a professional, to:

- a. Assist in maintaining a safe, healthy learning environment that includes following prescribed policy and procedures;
- b. Use strategies and techniques for facilitating the integration of individuals with exceptional learning needs into various settings;
- c. Prepare and organize materials to support teaching and learning;
- d. Use strategies that promote students' independence;
- e. Function in a manner that demonstrates the ability to use effective problem solving, engage in flexible thinking, employ appropriate conflict management techniques and analyze one's own personal strengths and preferences;
- f. Use and adapt a variety of developmentally and age appropriate materials and equipment, including assistive technology, to support students' learning;
- g. Use approaches such as but not limited to, modifying the learning environment, implementing district or building behavior programs and implementing individual behavior plans in order to manage individual student's behavior;
- h. Use strategies that support students' appropriate social skills;
- i. Communicate, follow instructions and use problem-solving and other skills that will enable the individual to work as an effective member of the instructional team;
- j. Carry out assessment activities to collect and document objective information about the students' strengths and needs;
- k. Assist with maintaining student records including using any technology employed by the district;
- l. Seek help from appropriate sources as necessary; and
- m. Support the instructional choices made for students.

(c) An applicant for certification as a paraeducator I shall pay the applicable application fee in Ed 508.06.

- (d) Certification as a paraeducator I shall be for a period of 3 years.
- (e) The certification may be renewed, provided the candidate for renewal:
  - (1) Is recommended in writing by the superintendent to the administrator as having met the requirements of Ed 512; or
  - (2) Complies with the requirements of Ed 512, as demonstrated by a certificate of continuing education or a transcript which:
    - a. Is issued by the institution providing such education; and
    - b. Documents that the candidate has completed continuing education courses totaling at least 50 clock hours.

Source. #8667, eff 7-1-06, EXPIRED: 7-1-14



