DRAFT

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

PELHAM EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION (PESPA)

AND

THE PELHAM SCHOOL BOARD

2023~~3~~6 - 2026~~6~~9

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PREAMBLE

The Pelham School Board ("the Board") and the Pelham Education Support Personnel Association ("the Association"), NEA-NH, hereby enter into the following Agreement.

ARTICLE 1 – RECOGNITION

The School Board recognizes the Association as the exclusive bargaining representative of those School District employees for whom the Association has been certified as the exclusive bargaining representative pursuant to RSA 273-A.

Unit: Instructional Assistant, Academic Tutor, Title I Tutor, ESOL Tutor, Library Media Assistant, and Lunch and Recess Monitor.

ARTICLE 2 – NEGOTIATION PROCEDURES

Negotiations for a successor agreement shall be conducted pursuant to NH RSA 273-A, Public Employees Labor Relations Law.

The Association will notify the District of its intent to negotiate no later than August 1 of the calendar year before the expiration of this Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

3.A The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the unrestricted right (a) to direct and manage all activities of the School District; (b) to direct the work of employees; (c) to hire, promote, transfer, assign and retain employees in positions within the School District and to suspend, demote, discharge, withhold all wage increases, or take any other disciplinary action against the employees; (d) to act unilaterally, including by adoption of rule or regulation, on any and all matters not excluded by RSA 273-A, provided said act, rule or regulation, does not conflict with or violate any of the terms of the Agreement; (e) to maintain the efficiency of government operations; (f) to relieve employees from duties because of lack of work or for other reasons; (g) to determine the methods, means and personnel by which operations are to be conducted; (h) to contract with companies or agencies for services to be provided by employees of those companies or agencies, including services that otherwise might be performed by bargaining unit employees, except that the District shall not contract-out for the purpose of laying off the entire bargaining unit; and (i) to take actions as may be necessary to carry out the mission of the District in emergencies.

3.B The Parties understand that the Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in him/her; and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either. The term, "law" as used above, shall include, but not be limited to, regulations lawfully adopted by the New Hampshire State Board of Education.

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

ARTICLE 4 – GRIEVANCE PROCEDURE

4.A Definitions

1. A grievance is defined as a claim by a member of the bargaining unit or the Association that there has been a violation of a specific provision of this Agreement, except that the following matters shall be excluded from the grievance procedure: (1) any matter for which a specific method of review is prescribed by law; (2) any statute, law or regulation by the State or Federal Government; (3) any bylaw of the School Board pertaining to its internal organization; and (4) any matter which, according to law, is either beyond the scope of School Board authority or is limited to unilateral action by the School Board alone.

2. "Days" in this Article shall mean school days, except for when school is not in session during the summer months, it shall mean business days (excluding weekends and holidays).

4.B Timelines

To be considered under this grievance procedure, a grievance must be filed in writing at Step One (1) within twenty (20) days of its occurrence.

1. Failure at any step of the grievance procedure to communicate a decision in response to a grievance within the specified time limits, shall permit the aggrieved employee to proceed to the next step of the procedure. Failure at any step of this procedure to appeal a grievance to the next step within the specific time limits, shall be deemed to be acceptance of the decision rendered at this step.

2. During the pendency of any grievance, the employee shall continue to perform all assignments and observe applicable rules.

4.C Informal Procedure

Any employee, who has a grievance, first shall discuss it informally with his/her building principal or other designated administrator.

4.D Formal Procedure

1. Step 1: If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the employee, the employee may set forth the grievance in writing to the principal or other designated administrator. The written grievance shall specify the nature of the grievance, the date of occurrence, the specific provisions in this

Agreement that allegedly were violated, and the remedies sought. The principal or other designated administrator may communicate his/her decision to the employee in writing within five (5) days of receipt of the written grievance.

2. Step 2: If the grievance is not adjusted to the employee's satisfaction at Step 1, the grievance may be appealed to the Superintendent within five (5) days after receipt of the principal's decision or, if none, no later than five (5) days after the deadline for the principal to issue his/her written decision. The appeal to the Superintendent shall be in writing, shall specify the employee's dissatisfaction with the decision previously rendered, and shall attach copies of the grievance submitted to the principal and the principal's written decision. The Superintendent may communicate his/her decision in writing to the employee within twenty (20) days after receipt of the appeal to the Superintendent.

3. Step 3: If the grievance is not resolved to the employee's satisfaction at Step 2, the employee shall notify the Association within five (5) days of receipt of the Superintendent's decision or, if none, within five (5) days after the deadline for the Superintendent to issue his/her written decision. If the Association determines that the matter should be arbitrated, it shall so advise the Superintendent in writing within ten (10) days of receipt of the grievant's request.

4.E **Arbitrator**

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

1. The Parties will attempt to agree upon a mutually satisfactory third-party to serve as an arbitrator. If no agreement is reached within ten (10) days following receipt of the request for arbitration, either Party may request the American Arbitration Association, pursuant to its rules, to submit to the Association and the Superintendent rosters of persons qualified to function as an arbitrator.

2. The arbitrator shall limit himself/herself to the issues submitted and shall consider nothing else. He/she shall be bound by and must comply with the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.

3. The cost for the services of the arbitrator, including per diem expenses, actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the School District and the Association.

4. The arbitrator's decision shall be advisory only. The arbitrator shall issue his/her recommendations for settlement of the grievance to the District and the Association within thirty (30) days after the close of the arbitrator's hearing.

5 After consideration of the arbitrator's advisory recommendations for settlement of a grievance, the School Board may make a decision on the issue and shall so advise the grievant and the Association in writing. If the School Board fails to make a decision on the arbitrator's advisory opinion within thirty (30) days after receipt of it, the School Board's non-action shall be deemed to be a decision rejecting the arbitrator's recommendation and accepting the administration's last decision. The School Board's decision in response to the arbitrator's advisory recommendations shall be final and binding on the Parties.

The time periods specified in this procedure may be extended by mutual written agreement of the Parties.

An Association representative shall be present with the grievant at all formal steps of the grievance process if requested by the grievant.

ARTICLE 5 – DISCIPLINARY PROCEDURES

5.A **Notice**

An employee shall receive notice in writing, including the reasons, for all disciplinary discharges and suspensions without pay. A copy of said notice shall be given to the employee within one work day of the disciplinary action. This section shall not apply to non-renewal of employment.

5.B **Progressive Discipline**

Disciplinary action normally shall follow this order, but disciplinary action may be taken out of order depending upon the severity of the infraction: verbal warning, written warning, suspension without pay, and discharge.

5.C **Suspension or Discharge**

Subject to the language of this Agreement, a suspension or discharge of an employee shall rest with the Superintendent or his/her designee, with written notification to the School Board.

5.D **Personnel Files**

All employees shall have the right to review their personnel files upon two (2) business days advance notice to the School Administrative Unit office.

Nothing that may be used against an employee shall be placed into the personnel file of the employee until the employee is given an opportunity to review it. The employee shall sign it, acknowledging that the opportunity was given, but such signature shall not indicate agreement with it. If an employee declines to sign, an administrator will note on the document that the employee did so. The employee shall have the right to copy material that is in his/her personnel files. An employee who disagrees with the contents of a document in his/her personnel file may submit a written statement of disagreement, which shall be attached to that document.

ARTICLE 6 – VACANCIES

6.A When this article applies

This Article shall apply, and a position shall be considered vacant only when the employee in a position resigns, the District ends the employee's employment, or the District creates a new position.

6.B Notice

Notices of bargaining unit vacancies during the school year shall be posted on the District's website. Such notice shall be posted for a period of at least five (5) business days.

6.C Posting

The posting shall contain the title of the position, name and location of the school, wage rate, minimum qualifications, name of the person to which the application is to be returned, and the date by which the application is to be returned.

6.D Application

Employees who desire to apply for known vacancies may apply through the standard process.

6.E Annual Notice of All Employees

By September 15th and February 15th of each year, upon written request by the Association, the District shall notify the President/Chairperson of the Association in writing of the name, address, date of hire, rate of pay, position, and work location of each bargaining unit member.

6.F Opportunity to Apply

Qualified bargaining unit employees shall be offered the initial opportunity to apply for any vacant bargaining unit position prior to the District offering that position for contracted services. Qualifications are as determined by the District, and the District's determination is not subject to the grievance procedure.

6.G Definitions

"Business days" for purposes of Article 6 shall mean Mondays through Fridays, excluding legal holidays and school vacations other than summer vacation.

6.H Mentoring Program:

1. Instructional Assistants applying to serve as a mentor shall satisfy the following criteria: (a) a minimum of one (1) year of successful experience within the District, (b) positive recommendation from the building principal, or his or her designee, and (c) full participation in a mentor training program.

2. Instructional Assistants serving as mentors shall provide constructive feedback to the new Instructional Assistants, 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 Instructional Assistants.

4. Subject to the District retaining the right to determine whether or not a mentor shall be assigned and the length of any such assignment, all new employees shall be assigned a 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 mentor or other experienced staff person for one (1) full-day.

5. Instructional Assistant mentors shall be paid at their hourly rate to participate in mentor training and $300.00 ~~$250.00~~ annually for serving in this role, less legally required deductions. This stipend will be paid to the mentor for each new hire mentored during the fiscal year. This stipend shall be prorated based on a new hire's date of employment.

6. Payment of the annual stipend shall be contingent upon meeting the minimum requirements of the mentoring program and submission of a formal log that documents mentoring activities.

7. The building principal or his/her designee may remove an Instructional Assistant from the role of mentor at any time given written notice. No stated cause for the termination of the role of mentor will be required. In a case where a mentor is removed from his or her role prior to full completion of all required activities, he or she will be compensated in a prorated fashion. Payment will be made only upon receipt of documentation of mentoring activities completed prior to the date of termination notice.

8. It is understood that the role of "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. In this regard, appointment (or non-reappointment) and removal shall not be subject to the grievance procedure set forth in Article 4.

ARTICLE 7 – LETTER OF AGREEMENT

7.A **Issuing Letters of Agreement**

The District shall provide by May 15 ~~June 1~~ of each year, for continuing employees only, a notice of intent to reemploy, including the expected position, expected rate of pay, expected hours per day, expected days per year, expected work location, and the expected certification, licensing, degree and other qualifications required for the position. Job descriptions will be available. Such notice will specify that the School District may end the employment of the individual holding that position by providing fourteen (14) days written notice. An employee who wishes to end his or her employment prior to the expiration date of the notice of intent to employ shall provide fourteen (14) days written notice to the School District. The expected days per year set

forth in the notice of intent to employ may include up to three (3) in-service days, at the School District's discretion.

7.B **Responding to Letters of Agreement**
Upon receiving a notice of intent to re-employ, the employee must advise the Superintendent within fifteen (15) days after receipt of notice of intent to re-employ, as per Section 7.A, of his/her intent to return. If an employee fails to do so, he/she will be deemed to have resigned voluntarily.

7.C **Changing Letters of Agreement**
Once an employee has received a notice of intent to re-employ, should a change be contemplated by the District, the employee shall be informed in writing prior to any change being made.

7.D **Voiding Letters of Agreement**
An employee's notice of intent to re-employ shall specify that it will be void if the employee fails to satisfy certification, licensing, degree and other qualifications required for the position.

ARTICLE 8 – WAGES

8.A **Wage Schedule**
Employees shall be paid the hourly wages in Appendix B and shall advance one step in each year of the CBA.

1. **Instructional Assistant:** Positions include regular ed positions, kindergarten positions, library assistants, and recess and lunch monitors. Instructional Assistants will be placed on the Instructional Assistant column of the wage schedule. (Base Pay Rate)

2. **Special Education Instructional Assistant**: Positions include one-on-one Instructional Assistants and shared Instructional Assistants. The District will determine this designation based on whether the filled position is within the special education budget. (Base + $0.30 per hour)

3. **Certified Instructional Assistant:** An Instructional Assistant who is certified as a Paraeducator I or II by the state of New Hampshire's Department of Education is considered a Certified Instructional Assistant. Certified Instructional Assistants will be placed on the Certified Instructional Assistant column of the wage schedule.(Base + $0.45 per hour)

4. ~~**Special**~~ **Program Instructional Assistant:** An Instructional Assistant assigned to the PALS, MACS, STEPPS, SEL programs, or an ABA Classroom. This includes those assigned to individual students in those programs and those assigned to the program. Special Instructional Assistants will be placed on the Special Instructional Assistant column of the wage schedule. The District will determine this designation at the start of the

assignment. A change in pay will not be made for temporary reassignment. (Base + $0.60 per hour)

5. **Certified Special Education Instructional Assistant:** An Instructional Assistant who is both a Special Instructional Assistant and a Certified Instructional Assistant. They will be placed on the Special Certified Instructional Assistant column of the wage schedule.(Base + $0.45 + $0.30 per hour)

6. **Certified Program ~~Special and Certified~~ Instructional Assistant:** An Instructional Assistant who is both a Special Instructional Assistant and a Certified Instructional Assistant. They will be placed on the Special Certified Instructional Assistant column of the wage schedule. (Base + $0.45 + $0.60 per hour)

7. **Title I Tutors/NECC Instructional Assistant:** A person assigned to work in a position funded through the Title I federal program or who participates in the NECC program. If a Title I tutor is not certified as a teacher, they will be paid at the Title I tutor rate. If a Title I Tutor is certified as a teacher, they will be paid at the Academic Tutor rate.

8. **Academic Tutor:** A person assigned to an academic tutoring position in areas such as Math, Literacy, ESOL, or Title I.

9. **Longevity:** When an association member is in their second or subsequent year on the 20+ step of the wage schedule, the employee shall be paid ~~twenty-five ($0.25)~~ fifty ($0.50) cents per hour, in addition to their regular rate of pay referenced above.

10. **Lunches:** Except in emergencies, each employee who works five or more consecutive hours will receive a 30-minute duty-free lunch period. For such employees who work six or more consecutive hours, the lunch period will be paid.

11. **Substituting for a Teacher:** If an Instructional Assistant is assigned by a building administrator to substitute for a teacher for a full day, the Instructional Assistant will be paid his/her regular rate of pay for that day, or at the rate of $150 per day ~~the substitute teacher per diem~~, whichever is greater.

12. **Initial Placement**: For the purpose of initial placement on the salary schedule, instructional assistants shall be granted full credit for prior experience that is current and related to their position for which the instructional assistant is hired, as determined by the Superintendent. This includes working as a substitute within the Pelham School District. This clause shall not be applied retroactively.

13. **Pay for Summer Employment:** Current instructional assistants hired by the District for summer programs that are running in July and/or August will be paid according to the pay schedule for the next school year.

8.B **Pay Periods:**

1. **Options:** The District will abide by NH RSA 275:43, IV-a. Pay periods will be bi-weekly. Employees shall submit actual hours worked on weekly timesheets or through a District approved time tracking system. Pay will be disbursed by whichever of two options is elected by the employee in writing prior to the first paycheck. Employees who are not eligible for paid leave will default to Pay Option A.

    a. **Option A - Actual Hours Worked**: The employee will be paid for the hours actually worked and the hours of paid leave taken during each pay period.

    b. **Option B - Equalized Pay**: The employee will be paid in 23 installments. The 22nd and 23rd installments will be paid through a two-pay "balloon check" at the same time as the 21st installment. The 23 installments initially will be calculated from the number of work hours per day projected by the School District, multiplied by the rate of pay, and then multiplied by the number of work days projected by the School District. The 23 installments shall be equal, except that:

        1. **February Adjustment**: Beginning with the first installment paid in February, the amounts of the remaining installments for the contract year will be adjusted based upon the number of hours actually worked by the employee (i.e., increased if the employee actually worked more hours than projected, or decreased if the employee actually worked fewer hours than projected).

        2. **23rd Payment**: The amount of the 23rd installment also will be adjusted based upon the number of hours actually worked (i.e., increased if the employee actually worked more hours than projected, or decreased if the employee actually worked fewer hours than projected).

        3. **Exhausting Paid Leave:** If an employee who has elected Option B exhausts all paid leave that is available under Sections 10.1-10.7 (sick leave, personal leave, and catastrophic illness bank leave), the employee beginning with the next payroll cycle will be converted to Option A for the remainder of the school year.

2. **Adjustments:** Adjustments under Option B could result in paychecks of lesser amounts after the adjustments than the paychecks before the adjustments. As a result of RSA 275:43, IV-a (b), an employee shall be informed in writing before selecting Option B that adjustments under Option B could result in paychecks of lesser amounts (possibly even zero balance due to the employee) after the adjustments than the paycheck amounts before the adjustments.

3. **Default Option:** If an employee does not select either Option A or Option B in writing prior to the first paycheck, the employee shall be paid under Option A.

8.C **Section 125 Plan**

The School District shall offer employees an Internal Revenue Service Section 125 Plan for pre-tax health and dental insurance contributions.

8.D **Accumulated Unused Sick Leave**

Upon retirement or other voluntary separation from the School District's employment, an employee who has completed fifteen (15) years of service to the Pelham School District, shall receive reimbursement for accumulated unused sick leave at the employee's per diem rate of pay, up to the following maximums:

Completed Years of Service In the Pelham School District	Maximum Reimbursement
15 - 17 years	~~$2,000~~ $3,000
18 - 25 years	~~$2,500~~ $3,500
26 or more years	~~$3,000~~ $4,000

ARTICLE 9 – INSURANCE

9.A **Health Insurance:**

1. **Offerings:** The District shall offer all employees the following health insurance options: AB20 ~~Access Blue 15/40 IPDED)~~ and Access Blue SOS25/50 3KDED), or equivalent plans. All plans will include a prescription drug benefit option with co-pays of $10, $25, and $40 with mail order copays of $10, $40, and $70 (known as R10/25/40 M10/40/70).

2. **Contributions:** For an employee who works thirty (30) or more hours per week:

   In Year 1 of the agreement, the District will contribute up to ~~$7,500~~ 96% of the premium for a single person Access Blue SOS25/50 3KDED plan toward the employee's premium. An employee may apply the District contribution toward the premium for whichever level of coverage (single, 2-person, or family) and plan (AB20~~, Access Blue 15/40 IPDED,~~ or Access Blue SOS 25/50 3KDED) the employee selects.

   ~~In year 2 and 3, the amount the District contributes will increase by the overall actual percentage increase of health insurance premiums for the District for the Access Blue SOS 25/50/ 3KDED Plan. This will be determined by Health Trust's correspondence with the Pelham School District Business Administrator.~~

In Year 2 of the agreement, the District will contribute up to 93% of the premium for a single person Access Blue SOS25/50 3KDED plan toward the employee's premium.

In Year 3 of the agreement, the District will contribute up to 90% of the premium for a single person Access Blue SOS25/50 3KDED plan toward the employee's premium.

All other employees may participate in said insurance plans at their own expense.

3. **Failure to Cover Monthly Premium:** Any employee participating in District offered plans whose regular wages do not cover his or her share of the cost of the monthly premium, shall pay the balance due to the District at least five (5) business days prior to the first day of the month for which coverage is purchased. Failure to make payment by this deadline may result in a lapse of the employee's health insurance coverage.

4. **Flexible Spending Account:** The Board agrees to provide the option of a Flexible Spending Account (FSA) for medical expenses and Dependent Care expenses account. FSA and Dependent Care plans allow employees who have elected health insurance the opportunity to defer pre-tax dollars to pay for health care or dependent care expenses such as daycare or elder care expenses.

ARTICLE 10 – LEAVES

10. A **Sick Leave and Personal Leave:**

1. **Benefit:** Employees who work at least 170 days per school year for at least four (4) hours per day will receive the following sick leave and personal leave benefits. Such leave will be pro-rated in the first year of service if employment starts after the first day of school.

   From the date of hire to through June 30 of the 7th school year, an employee will receive 9 sick days/2 personal days.

   From the start of 8th school year, an employee will receive 15 sick days/3 personal days.

2. **Sick Leave Carry Over:** Up to fifty (50) days of sick leave may be accumulated and carried over year-to-year. Personal leave may not be accumulated and carried over year-to-year. Employees who participate in a job share that has been approved by the Superintendent and that totals at least 180 days per school year for at least four (4) hours per day, shall receive prorated sick leave and personal leave under this provision.

3. **Sick Leave Use**: Sick leave may be taken for absences due to the employee's personal illness or illness of the employee's spouse, dependent child, or parent.

4. **Personal Leave Use**: Personal leave may be taken for personal business and emergencies which cannot be conducted outside school hours. The employee shall provide forty-eight

(48) hours advance notice to the school principal of his/her need to take personal leave, except in cases of emergencies. Personal leave may not be taken on days immediately before or after holidays or school vacations for the purpose of extending the holidays or vacations without Superintendent approval.

5. **Personal Leave Annual Payout:** Employees with unused personal days at the end of the school year will be paid for the balance of those days at their current hourly rate at the end of the school year. Payment shall be made by June 30.

6. **Reporting** - Subject to verification by the payroll department, the amount of sick and personal leave accrued and used by employees shall be included as part of their bi-weekly pay statements.

7. **Catastrophic Illness Bank:**

   a. All employees in the Association who have completed one (1) or more years of service to the bargaining unit shall be eligible to participate in the Catastrophic Illness Bank (CIB). Each eligible employee who elects to participate in the CIB shall donate one (1) sick day from their accrued sick leave days each year until the CIB accumulates a minimum of ~~one hundred (100)~~ fifty (50) days. ~~At the start of each school year~~ At any point that ~~if~~ the fund is below a total of ~~one hundred (100)~~ fifty (50) days, then every employee who has elected to participate in the CIB shall donate an additional one (1) sick leave day. The balance of the CIB at the close of the school year will carry over into the next year.

      Employees may withdraw from participation in the CIB based on written notice; the donated days will not be refunded.

   b. An employee who has elected to participate in the CIB may request benefits from the CIB if (1) the employee has exhausted all his/her accrued sick leave; (2) the employee is not eligible to receive long-term disability insurance payments; (3) the employee presents physicians' statements and/or such other satisfactory medical evidence of disability or illness as the Catastrophic Bank Committee may require to demonstrate catastrophic illness; and (4) the CIB Committee approves the request. No employee may receive more than thirty (30) days of their assigned work hours from the CIB in any school year. In any one (1) school year, no more than a total of fifty (50) days or the balance of the fund, whichever is less, may be awarded to all participating members. This benefit is only available for an employee's own catastrophic illness.

   c. The CIB Committee shall administer the CIB. The Committee shall consist of two (2) members appointed by the Association and two (2) members appointed by the School Board. The Committee shall determine which applicants are qualified to use the CIB, how many days each applicant may use, and what information applicants

must provide to the Committee. Decisions of the CIB Committee shall be final, and shall not be subject to the grievance procedure.

10.B **Bereavement Leave**

Up to three (3) days per occurrence during the school year shall be granted with pay to any employee due to death in their immediate family. "Immediate Family" shall mean a spouse, child, parent, parent-in-law, sibling, sibling-in-law, grandparent, grandparent-in-law, grandchild, aunt/uncle, niece/nephew, cousin, or any "relative" living in the household of the employee. Unused bereavement leave may not be carried over to succeeding school years. The employee will notify their principal when using bereavement leave. Bereavement in the immediate family may be extended to up to two (2) additional days without loss of pay for bereavement leave as determined and approved by the Superintendent of Schools.

10.C **Association Leave**

A maximum of four (4) days of paid leave shall be granted to the Association per contract year for the purpose of allowing Association officers to attend Association activities, conferences, and conventions. The president or his/her designee shall give the building principal two (2) weeks advance notice of any request to utilize such leave. If the District determines that a substitute must be hired, the Association shall reimburse the District.

10.D **Jury Duty**

If an employee is called as a juror, he/she shall be paid the difference between the fee received for such service and his/her daily rate of pay. In order to receive payment, an employee must give the District prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty on the day(s) for which he/she claims payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

10.E **Unpaid Leave**

Unpaid leave may be granted for reasons other than those stated above, at the sole discretion of the Superintendent. The decision of the Superintendent shall not be subject to the provisions of the grievance procedure.

10.F **Professional Days**

One (1) professional day per school year for attendance at conferences, professional meetings, or workshops outside of the School District may be granted, subject to the prior approval of both the building principal and Superintendent, provided that such conference, meeting or workshop is relevant to the work performed by the employee.

Employees shall request such leave, in writing, at least two (2) weeks in advance of the conference, meeting or workshop. All professional day requests shall be made to and approved by the building principal and Superintendent or his/her designee.

10.G **Remaining Days**

In the event that students are in attendance fewer than 180 days, instructional assistants are expected to work all 180 days. In lieu of attendance, an instructional assistant may use personal days, if available, and/or take days unpaid.

ARTICLE 11 – PROFESSIONAL DEVELOPMENT

11. A **Reimbursement**

For the courses and workshops which the District approves in advance, the District agrees to provide reimbursement as follows:

1. Courses and workshops must be work related and approved in advance by both the building principal and the Superintendent.

2. The reimbursement shall be paid to the employee upon presentation of a certificate of satisfactory completion of the course with a grade of B- or better.

3. To be eligible for tuition reimbursement, an employee must ~~have been employed for a minimum of one (1) year and~~ be actively employed and not utilizing a leave of absence during the reimbursement period.

4. Subject to Section 11.2, the District will provide course tuition reimbursement of up to ~~75 percent (75%) of~~ the tuition for two (2) courses (made at the current UNH per credit rate ~~up to UNH rates~~ and up to eight (8) credits total) per employee, per school year.

5. Subject to Section 11.2, the District will provide workshop tuition reimbursement of up to $300.00 per employee, per school year.

11.B **Total Allocation**

In no event shall the District expend more than $18,000 per year for the sum of course tuition plus workshop tuition.

11.C **June Funds**

If funds remain unencumbered as of June 1, employees may apply to receive reimbursement for more than eight (8) credits. Such an application shall be submitted by June 15. The course(s) must be approved by the Superintendent no more than six (6) weeks prior to the beginning of the course. Reimbursement shall be made at the current UNH per credit rate.

11.D **New Instructional Assistant Orientation**

New Instructional Assistants shall attend orientation prior to the beginning of the official school year/work year for which they will receive $100 per day.

ARTICLE 12 – DUES AND DEDUCTIONS

Upon individual written authorization by an employee who is a member of the Association, the District agrees to deduct from the pay of each such employee, the current Association dues, as certified to the District by the Treasurer of the Association. Said deductions shall be made each pay period in which the employee's paycheck is large enough to satisfy the deduction. The District shall forward the amount so collected to the Association at least once per month.

Should there be a dispute between an employee and the Association over the matter of deductions, the Association agrees to defend and hold harmless the District in any such dispute.

ARTICLE 13 – EVALUATIONS

At a minimum, employees shall be formally evaluated once per school year before March 31st. District administrators shall be responsible for issuing employee evaluations and shall be accountable for evaluation conclusions and directives. Teachers and others may provide information and make recommendations, orally and in writing, to administrators concerning the performance, evaluation, and employment status of bargaining unit employees.

An employee will be given up to two (2) school days after receiving his/her evaluation to request a follow-up appointment to discuss the evaluation further.

The District shall provide copies of the evaluation form to employees at the beginning of the school year.

If, in the judgment of the administration, deficiencies exist in the performance of an employee, the employee shall be notified.

ARTICLE 14 – REDUCTION IN FORCE

The District shall have the authority to determine the number and qualifications of employees.

In the event the District determines that it is necessary to conduct a layoff, it shall initially attempt to determine the number of possible resignations and retirements in a good faith effort to avoid potential unnecessary layoffs.

ARTICLE 15 – EFFECT OF AGREEMENT

This Agreement supersedes and renders inapplicable to members of this bargaining unit all prior practices, policies, and agreements, whether written or oral, which are inconsistent with the provisions of this Agreement. This Agreement constitutes the complete and entire agreement between the Parties.

If any provision of this Agreement is held to be contrary to law, all other provisions shall continue in force and effect. In such instances, the Board and the Association shall meet within a reasonable amount of time of such legal determination for the purpose of negotiating possible modifications to the Agreement.

ARTICLE 16 – DURATION

This Agreement shall be in full force and effect from ~~July 1, 2023 to June 30, 2026~~ July 1, 2026 to June 30, 2029.

The Board agrees to provide the Public Employee Labor Relations Board (PELRB) with a copy of this Agreement within fourteen (14) days of its execution, in accordance with PUB 207.03(b).

APPENDIX A – VOLUNTARY DUES DEDUCTION AUTHORIZATION FORM

The Board and the Association agree to the following for Appendix A:

Voluntary Dues Deduction Authorization

Date: _____

I, _____, hereby authorize the Pelham School District to deduct my membership dues totaling $_____ from my paychecks. The deductions shall be divided in equal amounts beginning on _____ and transmitted to the Pelham Educational Support Personnel Association Secretary/Treasurer as prescribed by agreement between the District and the Association. The amount stated above is correct as of the date of this authorization, but may change from time to time as determined by the Association. When such change takes place, you are hereby authorized to deduct the then current amount.

I understand that I am not required to authorize dues deductions from my paychecks, and I certify that I am authorizing such deductions voluntarily. I also acknowledge that I can cancel my authorization at any time in writing to the payroll department.

I understand that this authorization will remain in effect indefinitely until I provide the Pelham School District with written instructions to the contrary or my employment in a bargaining unit position ends.

I understand and agree: 1) annual membership dues may change from year to year; 2) dues may be paid annually or incrementally, however, the financial obligation for the membership is an annual fee and any cancellation after December 1st will result in a dues obligation for the remaining portion of the year.

Signed: _____ Date: _____

PESPA Association Representative:

Signed: _____ Date: _____

School District Office Record:

Received by _____

Title: _____

Date: _____

One copy for the Association Secretary/Treasurer
One copy for the Association member

APPENDIX B - WAGE SCHEDULE

~~School Year 2023-24~~

~~Step~~	~~Instructional Assistant 01~~	~~Special Instructional Assistant 02~~	~~Certified Instructional Assistant 03~~	~~Certified Special Instructional Assistant 04~~	~~Title I Tutor 05~~	~~Academic Tutor 06~~
~~1~~	~~15.34~~	~~15.94~~	~~15.79~~	~~16.39~~	~~21.36~~	~~32.62~~
~~2~~	~~15.66~~	~~16.26~~	~~16.11~~	~~16.71~~	~~21.51~~	~~32.87~~
~~3~~	~~15.98~~	~~16.58~~	~~16.43~~	~~17.03~~	~~21.66~~	~~33.12~~
~~4~~	~~16.30~~	~~16.90~~	~~16.75~~	~~17.35~~	~~21.81~~	~~33.37~~
~~5~~	~~16.62~~	~~17.22~~	~~17.07~~	~~17.67~~	~~21.96~~	~~33.62~~
~~6~~	~~16.94~~	~~17.54~~	~~17.39~~	~~17.99~~	~~22.11~~	~~33.87~~
~~7~~	~~17.26~~	~~17.86~~	~~17.71~~	~~18.31~~	~~22.26~~	~~34.12~~
~~8~~	~~17.58~~	~~18.18~~	~~18.03~~	~~18.63~~	~~22.41~~	~~34.37~~
~~9~~	~~17.90~~	~~18.50~~	~~18.35~~	~~18.95~~	~~22.56~~	~~34.62~~
~~10~~	~~18.22~~	~~18.82~~	~~18.67~~	~~19.27~~	~~22.71~~	~~34.87~~
~~11~~	~~18.54~~	~~19.14~~	~~18.99~~	~~19.59~~	~~22.86~~	~~35.12~~
~~12~~	~~18.86~~	~~19.46~~	~~19.31~~	~~19.91~~	~~23.01~~	~~35.37~~
~~13~~	~~19.18~~	~~19.78~~	~~19.63~~	~~20.23~~	~~23.16~~	~~35.62~~
~~14~~	~~19.50~~	~~20.10~~	~~19.95~~	~~20.55~~	~~23.31~~	~~35.87~~
~~15~~	~~19.82~~	~~20.42~~	~~20.27~~	~~20.87~~	~~23.46~~	~~36.12~~
~~16~~	~~20.14~~	~~20.74~~	~~20.59~~	~~21.19~~	~~23.61~~	~~36.37~~
~~17~~	~~20.46~~	~~21.06~~	~~20.91~~	~~21.51~~	~~23.76~~	~~36.62~~
~~18~~	~~20.78~~	~~21.38~~	~~21.23~~	~~21.83~~	~~23.91~~	~~36.87~~
~~19~~	~~21.10~~	~~21.70~~	~~21.55~~	~~22.15~~	~~24.06~~	~~37.12~~
~~20+~~	~~21.42~~	~~22.02~~	~~21.87~~	~~22.47~~	~~24.21~~	~~37.37~~

School Year 2024-25

Step	Instructional Assistant 01	Special Instructional Assistant 02	Certified Instructional Assistant 03	Certified Special Instructional Assistant 04	Title I Tutor 05	Academic Tutor 06
1	15.95	16.55	16.40	17.00	22.00	33.60
2	16.27	16.87	16.72	17.32	22.15	33.85
3	16.59	17.19	17.04	17.64	22.30	34.10
4	16.91	17.51	17.36	17.96	22.45	34.35
5	17.23	17.83	17.68	18.28	22.60	34.60
6	17.55	18.15	18.00	18.60	22.75	34.85
7	17.87	18.47	18.32	18.92	22.90	35.10
8	18.19	18.79	18.64	19.24	23.05	35.35
9	18.51	19.11	18.96	19.56	23.20	35.60
10	18.83	19.43	19.28	19.88	23.35	35.85
11	19.15	19.75	19.60	20.20	23.50	36.10
12	19.47	20.07	19.92	20.52	23.65	36.35
13	19.79	20.39	20.24	20.84	23.80	36.60
14	20.11	20.71	20.56	21.16	23.95	36.85
15	20.43	21.03	20.88	21.48	24.10	37.10
16	20.75	21.35	21.20	21.80	24.25	37.35
17	21.07	21.67	21.52	22.12	24.40	37.60
18	21.39	21.99	21.84	22.44	24.55	37.85
19	21.71	22.31	22.16	22.76	24.70	38.10
20+	22.03	22.63	22.48	23.08	24.85	38.35

School Year 2025-26

Step	Instructional Assistant 01	Special Instructional Assistant 02	Certified Instructional Assistant 03	Certified Special Instructional Assistant 04	Title I Tutor 05	Academic Tutor 06
1	16.51	17.11	16.96	17.56	22.66	34.61
2	16.83	17.43	17.28	17.88	22.81	34.86
3	17.15	17.75	17.60	18.20	22.96	35.11
4	17.47	18.07	17.92	18.52	23.11	35.36
5	17.79	18.39	18.24	18.84	23.26	35.61
6	18.11	18.71	18.56	19.16	23.41	35.86
7	18.43	19.03	18.88	19.48	23.56	36.11
8	18.75	19.35	19.20	19.80	23.71	36.36
9	19.07	19.67	19.52	20.12	23.86	36.61
10	19.39	19.99	19.84	20.44	24.01	36.86
11	19.71	20.31	20.16	20.76	24.16	37.11
12	20.03	20.63	20.48	21.08	24.31	37.36
13	20.35	20.95	20.80	21.40	24.46	37.61
14	20.67	21.27	21.12	21.72	24.61	37.86
15	20.99	21.59	21.44	22.04	24.76	38.11
16	21.31	21.91	21.76	22.36	24.91	38.36
17	21.63	22.23	22.08	22.68	25.06	38.61
18	21.95	22.55	22.40	23.00	25.21	38.86
19	22.27	22.87	22.72	23.32	25.36	39.11
20+	22.59	23.19	23.04	23.64	25.51	39.36

2026-27 School Year

Step	Instructional Assistants						Title I Tutors/NECC (T1)	Academic Tutors (AT)
	Instructional Assistant (IA)	Special Education (SE)	Program (P)	Certified Instructional Assistant (IA-C)	Certified Special Education (SE-C)	Certified Program (P-C)		
1	17.51	17.81	18.11	17.96	18.26	18.56	24.02	36.69
2	17.84	18.14	18.44	18.29	18.59	18.89	24.18	36.96
3	18.18	18.48	18.78	18.63	18.93	19.23	24.34	37.22
4	18.52	18.82	19.12	18.97	19.27	19.57	24.50	37.49
5	18.86	19.16	19.46	19.31	19.61	19.91	24.66	37.75
6	19.20	19.50	19.80	19.65	19.95	20.25	24.82	38.02
7	19.54	19.84	20.14	19.99	20.29	20.59	24.98	38.28
8	19.88	20.18	20.48	20.33	20.63	20.93	25.14	38.55
9	20.22	20.52	20.82	20.67	20.97	21.27	25.30	38.81
10	20.56	20.86	21.16	21.01	21.31	21.61	25.46	39.08
11	20.90	21.20	21.50	21.35	21.65	21.95	25.61	39.34
12	21.24	21.54	21.84	21.69	21.99	22.29	25.77	39.61
13	21.58	21.88	22.18	22.03	22.33	22.63	25.93	39.87
14	21.92	22.22	22.52	22.37	22.67	22.97	26.09	40.14
15	22.25	22.55	22.85	22.70	23.00	23.30	26.25	40.40
16	22.59	22.89	23.19	23.04	23.34	23.64	26.41	40.67
17	22.93	23.23	23.53	23.38	23.68	23.98	26.57	40.93
18	23.27	23.57	23.87	23.72	24.02	24.32	26.73	41.20
19	23.61	23.91	24.21	24.06	24.36	24.66	26.89	41.46
20	23.95	24.25	24.55	24.40	24.70	25.00	27.05	41.73

2027-28 School Year

Step	Instructional Assistants						Title I Tutors/NECC (T1)	Academic Tutors (AT)
	Instructional Assistant (IA)	Special Education (SE)	Program (P)	Certified Instructional Assistant (IA-C)	Certified Special Education (SE-C)	Certified Program (P-C)		
1	18.48	18.78	19.08	18.93	19.23	19.53	25.35	38.71
2	18.83	19.13	19.43	19.28	19.58	19.88	25.51	39.00
3	19.18	19.48	19.78	19.63	19.93	20.23	25.68	39.27
4	19.54	19.84	20.14	19.99	20.29	20.59	25.85	39.56
5	19.90	20.20	20.50	20.35	20.65	20.95	26.02	39.83
6	20.26	20.56	20.86	20.71	21.01	21.31	26.19	40.12
7	20.62	20.92	21.22	21.07	21.37	21.67	26.36	40.39
8	20.98	21.28	21.58	21.43	21.73	22.03	26.53	40.68
9	21.34	21.64	21.94	21.79	22.09	22.39	26.70	40.95
10	21.70	22.00	22.30	22.15	22.45	22.75	26.87	41.23
11	22.05	22.35	22.65	22.50	22.80	23.10	27.02	41.51
12	22.41	22.71	23.01	22.86	23.16	23.46	27.19	41.79
13	22.77	23.07	23.37	23.22	23.52	23.82	27.36	42.07
14	23.13	23.43	23.73	23.58	23.88	24.18	27.53	42.35
15	23.48	23.78	24.08	23.93	24.23	24.53	27.70	42.63
16	23.84	24.14	24.44	24.29	24.59	24.89	27.87	42.91
17	24.20	24.50	24.80	24.65	24.95	25.25	28.04	43.19
18	24.55	24.85	25.15	25.00	25.30	25.60	28.21	43.47
19	24.91	25.21	25.51	25.36	25.66	25.96	28.37	43.75
20	25.27	25.57	25.87	25.72	26.02	26.32	28.54	44.03

2028-29 School Year

Step	Instructional Assistants						Title I Tutors/NECC (T1)	Academic Tutors (AT)
	Instructional Assistant (IA)	Special Education (SE)	Program (P)	Certified Instructional Assistant (IA-C)	Certified Special Education (SE-C)	Certified Program (P-C)		
1	19.41	19.71	20.01	19.86	20.16	20.46	26.62	40.65
2	19.78	20.08	20.38	20.23	20.53	20.83	26.79	40.95
3	20.14	20.44	20.74	20.59	20.89	21.19	26.97	41.24
4	20.52	20.82	21.12	20.97	21.27	21.57	27.15	41.54
5	20.90	21.20	21.50	21.35	21.65	21.95	27.33	41.83
6	21.28	21.58	21.88	21.73	22.03	22.33	27.50	42.13
7	21.66	21.96	22.26	22.11	22.41	22.71	27.68	42.41
8	22.03	22.33	22.63	22.48	22.78	23.08	27.86	42.72
9	22.41	22.71	23.01	22.86	23.16	23.46	28.04	43.00
10	22.79	23.09	23.39	23.24	23.54	23.84	28.22	43.30
11	23.16	23.46	23.76	23.61	23.91	24.21	28.38	43.59
12	23.54	23.84	24.14	23.99	24.29	24.59	28.55	43.88
13	23.91	24.21	24.51	24.36	24.66	24.96	28.73	44.18
14	24.29	24.59	24.89	24.74	25.04	25.34	28.91	44.47
15	24.66	24.96	25.26	25.11	25.41	25.71	29.09	44.77
16	25.04	25.34	25.64	25.49	25.79	26.09	29.27	45.06
17	25.41	25.71	26.01	25.86	26.16	26.46	29.45	45.35
18	25.78	26.08	26.38	26.23	26.53	26.83	29.63	45.65
19	26.16	26.46	26.76	26.61	26.91	27.21	29.79	45.94
20	26.54	26.84	27.14	26.99	27.29	27.59	29.97	46.24

WITNESS our hands this XXth day of MONTH, YEAR

PELHAM SCHOOL BOARD	**PELHAM EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**
_____	_____
Garrett Abare	Donna Dailey
_____	_____
Rebecca Cummings	Nancy Haskins
_____	_____
Krista Garcia	Lorrie Martin
_____	_____
Darlene Greenwood	Linda Palingo
_____	_____
Gregory Smith	Kimberly Wunderlich