



**AGREEMENT
BETWEEN THE
OYSTER RIVER
INTERVENTIONISTS AND
TUTORS ASSOCIATION
AND THE
OYSTER RIVER COOPERATIVE
SCHOOL BOARD**

2024-2027

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AGREEMENT made July 1, 2024, by and between the School Board of the Oyster River Cooperative School District (herein called the "School Board") and the Oyster River Interventionists and Tutor Association (herein called the "Local Association").

1. DEFINITIONS:

- A. Employee: As used in this Agreement shall mean an employee of the Oyster Cooperative School District included in this bargaining unit, as defined in Article 2 of this Agreement.
- B. Agreement refers to the Collective Bargaining Agreement (CBA) as agreed to between the Board and Association.
- C. Association means the exclusive representative of this bargaining unit referred to as the Oyster River Interventionists & Employees Association (ORITA).
- D. Board refers to the collective individuals legally referred to as the Oyster River School Board elected by the residents of the Oyster River School District.
- E. Superintendent of Schools refers to the executive administrative head responsible for the education of students in the district.
- F. District refers to Oyster River School District.
- G. School As used in this agreement means any Building or work location in the Oyster River School District, where instruction is offered to children enrolled in the District.
- H. Building administrator/Principal means the responsible administrator of their respective school.
- I. Days will refer to working days and shall exclude Saturdays, Sundays, and legal holidays.
- J. Workdays means the days each individual employee is scheduled to work as specified in their work agreement. Workdays shall include professional development days.
- K. School Day(s) refers to days when school is officially in session as designated on the approved school calendar.
- L. Full-time employee refers to an employee in this unit who is working thirty-five (35) hours per week or more. All employees in this unit are recognized as full-time employees. The Board reserves the right to hire part-time employees under thirty-five (35) hours with pro-rated benefits.
- M. Seniority refers to an employee's actual length of time in this unit from date of hire, without a break in service.
- N. Break in service means that an employee has left their employment with the district for more than a year. Approved leaves of absence do not count as a break in service.
- O. Transfer shall refer to the transfer of an employee from one building to another.
- P. Reassignment means the employee has been reassigned from one particular area/classroom to a new area/classroom within the building. It could also include a change of assignment from a particular student(s) to a new student or group of students during a school year.
- Q. Grievance refers to a complaint by an employee(s) or the Association alleging a violation or misinterpretation of this Agreement.

2. **RECOGNITION**

The School Board recognizes the Oyster River Intervention and Tutors Association as the exclusive representative of all tutors and intervention specialists employed by the Oyster River Cooperative School District for the purpose of negotiating with the School Board, with respect to salaries and economic benefits. The School Board agrees to meet, confer, and negotiate with representatives of the Local Association concerning such matters, in accordance with the procedures outlined in this Agreement.

3. **MANAGEMENT RIGHTS AND AUTHORITY OF THE SCHOOL BOARD**

- A. The School Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the School District.
- B. The parties understand that neither the School Board nor the Superintendent may lawfully delegate powers, discretions, and authorities which by law are vested in them and this Agreement shall not be construed to limit or impair their respective statutory powers, discretions, and authorities.
- C. Rights of the Board and District, include but are not limited to the right to decide the basic means and methods of instruction and responsibilities of employees.

4. **ASSOCIATION RIGHTS**

A. **Bargaining Unit Information**

- 1. The Union shall have access to all information which the Board is required by law to make available to the public or such other information that is necessary to represent employees pursuant to this Agreement. Reproduction and mailing costs shall be borne by the Union. Information provided to include the following:

The District shall provide the President of the Association the following information electronically in EXCEL format for each bargaining unit member annually, on or before September 30th:

- a. Employee name, date of hire, position, work location, classification, salary schedule step, full or part time status, number of annually paid hours, wage rate, home mailing address (including street, city/town, state, and zip code), home phone, stipends, and work e-mail address.
 - b. During negotiation years that the information provided shall include information pertaining to individual bargaining unit employees elected insurance plans (e.g., single, two-person, family), the total cost of each plan and the total amount each employee is responsible for monthly and annually for the plan elected.
- 2. Upon Request, the District will notify the Association President via email of departing employees and any new hires.
 - 3. The Association agrees that the School district will be held harmless for providing the information outlined above.

B. **Representation:**

- 1. A Union Representative may be given a reasonable opportunity to meet with the employer or their representatives during working hours without loss of compensation or their benefits for the purpose of negotiating sessions with the Board or grievance hearings. Negotiating sessions and grievance hearings shall be scheduled by mutual agreement. No off-duty employees shall be compensated for attending negotiating sessions or grievance hearings.

2. Representatives of this Union may transact official Union business on school property, provided that this does not interfere with normal school operations.
3. The President of the Union and/or their designee shall, with seven (7) calendar days' notice to their Principal or immediate supervisor, be released from work with pay for a total of not more than two (2) normal workdays, per year, to conduct Union business, provided that this does not interfere with normal school operations.

C. **Use of Facilities:**

The Union may use school facilities and equipment, with prior approval of the building principal, provided that the operator of such equipment has been trained in its use. The Union shall pay for materials, supplies used, and for any damage resulting from such use. **(Not Kitchen)**

D. **Bargaining Unit Information:**

All Bargaining unit work shall be performed by bargaining unit members.

If the Board contemplates contracting the work of this bargaining unit out for any reason, it will notify the Association when contemplating such a change.

E. **Labor Management Meeting:**

A meeting between the Oyster River Principal or designee and the Union President or designee shall take place one (1) time monthly on a date that is mutually agreeable to the parties. The parties can waive such meeting in any given month if it is determined that there is no reason to meet.

The purpose of the meeting will be to facilitate open communication between the parties and resolve issues before they rise to a level that they need to be addressed more formally.

F. **Dues Deductions:**

1. The District agrees to deduct Union dues in equal payments when properly notified by the Union by means of an initial signed authorization form for each unit employee so desiring such deduction.
2. Such deduction authorization will be continued each year thereafter unless notification is received in writing by the District and the Union by the employee notifying that they desire to cease their dues deductions.
3. The Association will notify the District of any new employees that sign up within 30 days of sign up by the new employee.
4. The Board also agrees to forward any and all such funds to the Treasurer of the Union on a monthly basis along with a record of such deductions.

5. **EMPLOYEE RIGHTS:**

- A. The Board agrees that it will not interfere with the right of an employee to become a member of the Union and agrees that there shall be no discrimination, restraint, coercion, or other interference against any employee because of membership in the Union.
- B. The Union agrees that it will not interfere with the rights of an employee not to become a member of the Union.
- C. When an employee has a representative of the Union present, the supervisor may have another

administrator present.

- D. An employee shall have the right, upon request, to review the contents of their personnel file. An employee shall be entitled to have a representative of the Union accompany them during such review. Other examination of an employee's files shall be limited to persons authorized by the Superintendent. No material shall be placed in an employee's personnel file unless the employee has been presented with the material. The employee shall have the right to make written response or notation to any material in their personnel file. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the employee.

6. DISCIPLINE:

- A. A non-probationary employee shall not be disciplined, reprimanded, reduced in rank or compensation without just cause.
- B. Discipline up to and including termination upon a probationary employee shall not be subject to the grievance process.
- C. Employee shall be entitled to request that a representative of the Union be present to advise/represent them a conference relating to discipline, including but not limited to suspension or dismissal.
- D. When employee has a representative of the Union present, the supervisor may have another administrator present.
- E. Discipline shall be progressive and normally follow these steps:
 - a. Verbal warning
 - b. Written warning
 - c. Written reprimand
 - d. Suspension
 - e. Termination
- F. The Superintendent reserves the right to jump steps of progressive discipline if the alleged infraction is sufficiently severe to merit a higher level of discipline. However, it is understood that employee does not give up a right to grieve discipline.
- G. Employee shall be informed prior to any discipline meeting of the nature of the meeting, including what the specific allegations are, so that they may consult with an Association representative prior to the meeting and/or request representation for the meeting.
- H. Complaint Procedures:

Specific complaints regarding employees must be substantiated before a complaint(s) can become part of the employee's personnel file.

In the event that a complaint is anticipated to be included in a employees personnel file, they shall be notified, and they shall be given an opportunity to provide a rebuttal to the administrator and have it included in the file with the complaint. The exception to this article is a complaint that involves accusations of illegal behavior that protects the person making the complaint as required by law.

7. **NON-DISCRIMINATION**

- A. The Board agrees that it will not discriminate against employees covered by this Agreement because of their race, creed, religion, color, national origin, or ancestry, sexual orientation, age, sex, marital status, or union affiliation.

8. **NEGOTIATION PROCEDURE**

The following procedures shall govern negotiations between the parties:

- A. No later than the date established by law prior to the expiration of the agreement, the parties agree to enter into negotiations, in accordance with the procedures set forth herein, in a good-faith effort to reach agreement on the terms and conditions of employment. Any agreement reached shall be reduced to writing and signed by the Board chairperson and the Association Chief Negotiator and/or President. Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board, unless and until the necessary appropriations have been made by the voters. The Board shall make a good-faith effort to secure the funds necessary to implement said agreements. If such funds are not forthcoming, the Board and Union shall resume negotiations regarding the matters affected thereby, in accordance with the provisions of this agreement.
- B. The Board shall make available to the Union information that the Board is required by law to make available to the general public or is necessary to prepare proposals for negotiations. Either party may utilize the services of outside consultants to advise or represent them in the negotiations process.

C. Impasse

1. Mediation

If by the date established by law the parties fail to reach agreement on any matter or matters which are the subjects of negotiations, either party may declare an impasse. In the event of an impasse, the issues remaining in dispute will be submitted to a mediator mutually agreed to between the parties or if agreement cannot be reached, appointed by the New Hampshire Public Employee Relations Board. The mediator shall meet with the parties or their representative, or both, either jointly or separately, for the purpose of achieving a mutually acceptable agreement.

2. Fact Finding

If the mediator declares an impasse or mediation does not result in an agreement, issues remaining in dispute shall be submitted to a fact finder mutually agreed to between the parties or if agreement cannot be reached, appointed by the New Hampshire Public Employee Labor Relations Board. The fact finder shall make findings of fact and recommend terms of settlement regarding disputed matters submitted to them. Any hearings held by the fact finder will be held in closed session. Within thirty-one (31) days of being appointed, the fact finder will submit a written report of findings and recommendations. Such recommendations shall be advisory only. If no agreement is reached within ten (10) days after receipt of the fact finder's report, the Union or the Board may make such findings and recommendations public.

3. Third Party Costs

The costs for the service of any neutral party including per diem expenses and actual and necessary travel and subsistence expenses will be shared equally by the Board and the Union.

9. **GRIEVANCE PROCEDURE**

A. Definition

1. A "grievance" shall mean a complaint by an employee or employees alleging a violation, misinterpretation, or misapplication of a specific article or section of this agreement.
2. An "aggrieved person" is the person or persons making the complaint.
3. "Days," unless otherwise specified, shall mean working days.

B. Initiating and Processing a Grievance

1. A grievance, to be considered under this procedure, must be initiated by the employee within fifteen (15) working days from the time when the aggrieved knew or should have known of its occurrence.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits, shall be deemed to be acceptance of the decision rendered at that step.

3. Level One - Principal or Immediate Supervisor

- a. Employee who has a grievance shall discuss it first with their immediate supervisor, if applicable, in an attempt to resolve the matter informally at that level.
- b. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) working days, they shall set forth the grievance in writing to the principal or immediate supervisor, specifying:
 1. the grievant(s) name
 2. the nature of the grievance and date of occurrence.
 3. the nature and extent of injury, loss, or inconvenience,
 4. the results of previous discussions, and
 5. the grievant' dissatisfaction with decisions previously rendered.
 6. the specific article of this agreement that is alleged to be violated.

The principal or immediate supervisor shall communicate their decision to the employee and the Association representative, if applicable, in writing, within five (5) working days of the receipt of the written grievance.

4. Level Two - Superintendent or Superintendent's Designee

The employee, no later than five (5) working days after receipt of the principal's or immediate supervisor's decision, may appeal the decision to the Superintendent or designee. This appeal must be in writing and must include copies of all written materials exchanged in step one and a statement of dissatisfaction with the decision rendered. The Superintendent or designee shall meet with the employee to attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days. The Superintendent or designee shall communicate their decision in writing to the employee, the Association representative if applicable and principal or immediate supervisor within five (5) working days.

5. Level Three - School Board

If the grievance is not resolved to the employees' satisfaction at level two, the employee, no later than five (5) working days after receipt of the level two decision, may request a review by the School Board. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the School Board. The School Board or a committee thereof, shall review the grievance and shall, at the option of the Board, or upon request of the grievant, hold a hearing with the employee and render a decision in writing within thirty (30) calendar working days of the receipt of the grievance by the School Board, or of the hearing with the employee, whichever comes later.

The hearing will be held in nonpublic session consistent with NH RSA 91-A (Right-to-Know Law).

6. Level Four - Arbitration

If the grievant(s) is dissatisfied with the Board's decision, they may notify the Association within ten (10) working days of the Board's decision. If the Association determines the matter should be arbitrated, it shall, in writing, so advise the Board through the Superintendent within fifteen (15) working days of receipt of the Board's decision. The parties will attempt to reach mutual agreement on an arbitrator to hear the matter. If the parties are unable to reach mutual agreement on an arbitrator within five (5) working days, then they may initiate a request for binding arbitration to the New Hampshire Public Employee Labor Relations Board. The decision of the arbitrator shall be final and binding on the parties.

The request for arbitration is a waiver of the right of the grievant to submit the underlying dispute to any other administrative or judicial tribunal for resolution.

C. Representation

1. An individual employee may present an oral grievance to their immediate supervisor without the intervention of the Association. Until the grievance is reduced to writing, Association representatives shall be excluded from a hearing if the employee so requests.
2. The Board and/or Association will not restrain, coerce, or otherwise interfere with an employee relative to the initiation or processing of a grievance.
3. Representatives of the Association have the right to be present at all formal levels of the grievance procedure.
4. Any grievance in response to a Superintendent and/or Board decision shall be initiated directly to the Superintendent level of the grievance process.

D. Costs

Each party shall bear its own costs. The costs for the services of the arbitrator, including per diem expenses and actual and necessary travel and subsistence expenses, will be shared equally by the Board and Union.

10. PROBATION:

- A. Employees who have two years of service hired prior to July 1, 2024, shall not be subject to a probationary period. Any employee hired during the 2023-24 school year will have one year of probation and shall continue on probation throughout the 2024-25 school year.
- B. The probationary period for all employees hired on or after July 1, 2024, shall be a period of two (2) years from the employees' date of hire.

11. PROFESSIONAL ASSIGNMENTS

The primary goal of employees in this unit is to provide a multi-tiered support system to students who need the additional support. Principals may assign students with IEPs to employees as long as they can be absorbed into an existing group, or who needs extra support as long as the employee's caseload allows them to service MTSS students.

12. EVALUATIONS:

- A. Monitoring and/or observation of performance is continuous and cumulative and will form the basis of written evaluation reports.
- B. Evaluations shall be provided to employees at least once annually. The first observation shall occur by January and final evaluation shall occur by May 15th. The intent of the mid-term observation shall be to provide employees with feedback on their performance and the opportunity to correct any deficiencies identified, prior to their final evaluation.
- C. In the event of any significant, job actionable deficiencies noted during observations, the employee shall be promptly notified in a written notification from their supervisor. The notification shall be dated and be specific about the issues identified. Upon such notification, the administrator and the employee shall meet and develop an improvement plan to correct the issues identified. The plan will include training and supports, which will be provided to the employee. The employee will be provided a copy of the written plan.
- D. Each employee shall receive a written copy of any observation/evaluation conducted during the school year.
- E. The employee or supervisor may request a conference at any time regarding the employee's performance and/or concerns during the evaluation period.
- F. Employees will sign a statement that they have read the evaluation prior to its being placed in the personnel file and may attach comments to the evaluation report. Signature by the employee only serves as acknowledgement that the employee has received the evaluation and does not in any way indicate that the employee agrees with the evaluation provided.
- G. Employees shall have the right to include a written rebuttal to any evaluation. If employee provides a rebuttal, it shall be attached to the evaluation and included in the employee's personnel file.
- H. The District will provide current job descriptions for all bargaining unit positions. All new hires will be provided a copy of their job descriptions. The District shall notify the Union President and affected employees of any changes in job descriptions.

13. CALENDAR, SCHOOL DAYS AND YEAR

- A. School Calendar – Is set by the School Board with Association input.
- B. The employee work year shall include seven (7) Professional development days.

14. WORKDAY/WORK WEEK:

- A. The Workday for full time employees in this unit shall be a minimum of seven (7) hours. Employees are expected to work the approved school calendar and all PD Days.
- B. The full-time work week shall be a minimum of thirty-five (35) hours except when school is not in session.

- C. The District reserves the option of hiring part-time employees. All salaries and benefits will be pro-rated for part-time employees, unless otherwise noted within specific articles of this agreement.
- D. Employees shall be expected to arrive thirty (30) minutes before the start of the student day and remain thirty (30) minutes after the end of the student.
- E. Employees in this unit will be afforded 45-minutes of prep time during each working day to occur before or after school or if the daily schedule provides a time during the school day when students are not in need of services. Other collaborative meetings will be scheduled as appropriate and pre-approved by the school principal.
- F. The length of the day for part-time employees is understood to be less than full-time employees and shall include proration of prep time before and after the workday, in accordance with the expected workday.
- G. The employees shall have a 30-minute paid duty-free lunch period.
- H. Employees in this unit may be expected to attend staff meetings. Staff meetings are generally held for one (1) hour but could last as long as one and one half (1.5) hours. Employees shall not be required to stay any longer than one and one half (1.5) hours maximum for a staff meeting. Staff meetings could be shorter as determined by the building principal.

15. SUBSTITUTE COVERAGE:

- A. The parties agree that employees are not hired in this unit to serve as Teachers. Intervention work is critical for the students they serve and therefore assignment of an employee from this unit to substitute for a Teacher shall only be done as a last resort when no other options are available.
- B. In such situations when the Building Administrator feels they have no option but to assign an employee to substitute for an absent teacher, it is agreed that the employee shall be entitled to the following:
 - a. The employee shall be paid an amount equal to the Teacher Step 1 base hourly rate, for the duration of the substitute assignment.
 - b. If employee is assigned as a long-term substitute defined as at least one-school year, they shall be entitled to all contractual benefits under the Teacher Agreement, including but not limited to Health Insurance, NH Retirement contribution, Sick Days and Personal Day benefits.

16. EDUCATION REQUIREMENTS: Four Year College Degree

The parties agree that it is the goal to have all employees in this unit have a four-year college degree or better. Existing employees hired before this agreement will be given six (6) years to attain a 4-year college degree relevant to their job, as approved by the Superintendent.

17. SALARY SCHEDULE:

- A. Salary and degree steps for employees in this unit shall be as follows during the 2024-2025 School Year:

[Based on ORCSD Guild 2023-2024 Salary Schedule of BA/Step 1 - \$44,746]

Year 1

.85	Probationary or No College Degree	\$38,035
.90	2 Year Degree	\$40,272
.95	4 Year Degree	\$42,510

B. Salary and degree steps for the 2025-2026 School year shall increase by 4% over Year 1 and shall be as follows:

Year 2 – 4% increase over Year 1

Probationary or No College Degree	\$39,556
2 Year Degree	\$41,883
4 Year Degree	\$44,210
BA+30/MA	\$45,536

C. Salary and degree steps for the 2026-2027 School year shall increase by 4% over Year 2 and shall be as follows:

Year 3 – 4% increase over Year 2

Probationary or No College Degree	\$41,138
2 Year College	\$43,558
4 Year College	\$45,978
BA+30/MA	\$47,357

D. Employees in this unit will be paid across 21 pay periods during the school year.

E. All employees will be given 6 years to attain a 4 Year Degree (from July 1, 2024)

1. All recognized course work is in education.
2. All courses recognized for credit must be post bachelor's degree.
3. Additional credits start after degree conferred.

F. In order to be placed on the salary schedule, transcripts need to be submitted before December 31st of the current school year.

G. Employees wishing to change salary tracks for the ensuing contract year must notify the administration in writing by November 30. Such notice must include the new track and date of anticipated qualification for the change. It is understood that no more than one track change will be authorized per school year. When staff are submitting their Track Change letter, they may use the phrase or to designate intended change.

18. SUMMER SCHOOL PAY:

During Summer school all employees in this unit who perform work for the summer school program, shall be paid the Step 1 hourly base rate of the Teacher's Salary Schedule.

19. BENEFITS:

A. Medical/Dental Insurance:

1. Premium Contributions:

- a. The Oyster River School District will contribute 95% of the cost of a single person equivalent to Access Blue New England Medial plan for employees in this unit. The employee shall be responsible for paying 5% towards the cost of the Single plan.

For employees opting for the AB SOS 20/40/1KDED plan, the District will establish a Health Reimbursement Account (HRA) and deposit funds equal to one-half (1/2) of the policy standard deduction for each employee. The first one-half (1/2) of the deductible will be covered by the District, the second one-half (1/2) of the deductible will be covered

by the employee. Funds remaining in the HRA at the end of the policy year will be returned to the District.

The District's insurance year is from July through June, and the School District will not be obligated to contribute during the summer to the insurance of an employee who does not return for the ensuing school year. The employee will owe the District the cost of summer coverage paid in advance by the District.

	District	Employee
Single Plan Only	95%	5%

2. Two Person or Family plans:

Employee wishing to purchase a two person or family plan, can apply the flat dollar value the employer pays on the single plan towards the two person or family plan. The employee shall be responsible for paying all additional cost for the two person or family above the flat dollar value of the single plan paid by the District.

3. Dental Insurance:

The District will pay 100% single membership for each employee in a Board selected dental plan with benefits equivalent to NE Delta Dental J Plan.

4. Duration of Coverage:

- a. The Oyster River School District shall make payment of insurance premiums, as outlined in above to ensure coverage for twelve (12) month periods commencing September 1 and ending August 31 for all employees who complete their contractual obligations.
- b. The School District's contribution shall expire on the last day of the month if the professional's services terminate. Any health insurance ends the last day of the month following termination or leaving the District.

5. Opt-Out

For eligible full-time Employees opting not to take the District health insurance who provide proof that they have other health insurance that is not subsidized (e.g., is not subsidized per the Patient Protection and Affordable Care Act), the employee will be entitled to a buyout. For eligible employees with a start date before July 1, 2009, the amount of the buyout will be \$1,800 minus any penalty which is imposed on the School District because the employee receives subsidized health insurance (e.g., per the Patient Protection and Affordable Care Act).

6. Life Insurance:

The District will pay the full premium, up to 2x an employees' annual salary for term life insurance premium, which shall include accidental death and disability.

7. Disability Insurance:

The Oyster River School District will pay the premium for a disability insurance plan with a 90-day waiting period that covers two-thirds of an employee's annual salary. Accumulated sick days may be used to offset disability payments allowing for long term disability plus accumulated sick time to equal an employee's gross pay. All employees on extended absence will apply for Disability and if accepted, the District obligations to the employee ceases.

8. Property Insurance:

The District will cover any deductible for which an employee is liable under personal property insurance coverage for damage to or loss of personal property of employees while at school in the performance of school duties.

9. Retirement System

The District will pay the employer's rate set by the New Hampshire Retirement System for eligible employees as required by law.

20. LEAVES

A. Sick Leave:

1. Employees in this unit will be provided twelve (12) sick days at the start of each school year. Unused Sick leave may accrue from year to year up to a maximum accumulation of 90 days. Sick days may be used for the individual employees' personal illness or for the employee to care for an ill member of the employees' family.
2. The Superintendent may require a physician's statement medically certifying the employees continued absence due to illness, injury or disability or certifying the employee's health prior to returning to work.
3. Employees shall be notified of their sick time utilization and accrual on their paystubs.
4. Accrued sick leave time may be used by employee to offset supplemental disability daily. However, in no case shall the use of sick leave time result in the employee exceeding 100% of the employee's regular daily wage.
5. Employee who may qualify for disability must apply for disability after the 60th day of leave. If approved for disability the employee must take disability and employment with the district will end.

B. Sick Leave Bank

1. A Sick Leave Bank Committee will be established for this unit at the start of the 2024-2025 school year. The Sick Bank Committee will be responsible for managing the sick bank, addressing requests from eligible employees, and tracking days donated and deducted from the bank throughout each school year.
2. Each year the president or their appointee will be charged with meeting with the District appointee at the start of the school year and the end of each school year, to ensure the accounting of the bank is accurate.
3. The District will cooperate in the operation of the bank by keeping track of contributions and their use, and paying the employee based upon the written request of the Sick Bank Committee.
4. In order to participate in the Sick Leave Bank, employee must contribute one (1) day from their personal sick time in writing annually. Any employee who wishes to donate more than (1) day will be allowed to donate up to two (2) days if they wish but two is not required to participate in the bank.

5. Employees who do not donate one (1) day will not be deemed eligible for participation in the bank and will not have the right to request time from the sick bank. Enrollment in the bank will be open September of each year and stay open until September 30. New employees will be given thirty (30) days from point of hire to contribute to the sick bank.
6. A Sick Leave Bank Committee will be established made up of two (2) employee members and one (1) SAU administrator appointed by the Superintendent.
7. The Sick Leave Bank is intended to serve employees, who, because of a catastrophic extended illness or injury, is unable to work and has exhausted their personal sick time. Employees who meet the criteria set forth in this article, may request time from the Sick Bank Committee.
8. Any employee making such a request will be expected to provide medical documentation of their catastrophic illness or injury for the Sick Bank Committee to consider with their request.
9. Eligible employees who need to request sick time from the bank may request up to ten (10) days per request. No individual employee will be granted more than a total maximum of twenty (20) twenty days in any school year.
10. Sick bank days may be awarded to employee with less than ninety (90) days of available sick time to help them get through the 90-day Long term Disability waiting period. No employee will be eligible to draw from the sick bank if they have done so in the previous two (2) years for the same condition.
11. If the sick bank days are exhausted within any given school year, the bank may not be re-filled until the following school year. If there is a balance in the bank at the end of any school year, the balance will carry forward and will be used to replenish to the maximum of sixty (60) days.
12. If the bank is already at 60 days at the start of any given school year due to time carried over from the previous year, no new donations will be taken. However, employees who have not yet donated and wish to be part of the sick bank will sign a release for a sick day to be taken from their balance and added to the sick bank, as soon as the bank drops to a level that allows their annual donation to be deposited without going over the cap. Once the form authorizing this has been signed by employee, the employee will be deemed eligible for the sick bank for that school year.
13. The Committee shall establish such rules and operating procedures, as may be necessary to administer the Bank.
14. The committee reserves the right to determine if days will be granted to an employee and/or how many days will be granted for each request received that is approved. The committee is not bound to grant the total number of days requested by any applicant. The decision of the sick bank committee is final and shall not be subject to the grievance procedure.
15. The School Board agrees to seed the employee sick bank once in 2024-25 with 30 days. Employees will be allowed to contribute up to (2) days in the 2024-2025 school year. Each year thereafter employees wishing to be part of the sick bank shall contribute one (1) day to the sick bank.

C. Professional Leave:

Subject to the prior approval and at the sole discretion of the Superintendent or designee, leave may be granted to employees for the purpose of attending professional activities (e.g.,

conferences, school visitations, participation on committees, etc.) without loss of salary or accumulative leave. Grievances under this clause are not subject to Step 6 (Arbitration) of the grievance procedure.

D. Personal Leave:

Personal leave shall be granted for employee to conduct business that cannot be conducted during working hours.

Subject to the approval of the Superintendent or designee, an employee may be granted up to two (2) days personal leave from their sick time without loss of salary. Wherever possible, a twenty-four (24) hour notice shall be given. In cases where the reason for the request is of a highly personal nature, the employee will not be required to confide information of such a nature as to cause personal embarrassment or an invasion of privacy, unless request happens to extend holidays or weekends. In which case approval subjected to review by Superintendent.

The parties understand and agree that personal leave time will be deducted from a employees accumulated sick leave.

E. Bereavement Leave:

Employees shall be granted up to five (5) days annually of bereavement leave upon the death of anyone in the employee's immediate family. Immediate family means spouse, child, mother, father, sister, brother, grandparent, grandchild, in-laws, domestic partner, foster children, stepchildren, stepbrothers/sisters, step grandparents, step grandchild, or relative living in the same household as the employee.

F. Jury Duty Leave

Employee summoned to jury duty or for any other required appearance before a court, not resulting from their own request or violation of the law will be granted leave for the required period necessary to perform this duty. During such leave on schoolwork days the employee will receive their regular pay after providing to the District the payment received from the court. Employee who receives a jury notice shall notify the administration immediately.

G. Extended Leave of Absence

- a. The Superintendent will consider requests for leaves of absence without pay. Normally the duration of a leave shall be no more than one (1) year. If employee does not return it is understood they have resigned their position.

Employee will be notified in writing whether or not a leave or leave extension has been granted. Application for leave or leave extension shall be granted on a year-by-year basis. Subject to the acceptance of the insurers, employee may keep their insurance benefits (health, life, dental and disability) in force while on unpaid leave by paying the cost of the benefits to the School District. This payment shall be made thirty (30) days prior to the due date.

- b. Employee granted leave under provisions of this article shall be issued a contract stating the type and duration of such leave.
- c. Upon return from a granted leave of absence, an employee shall be assigned to the same position or at least a similar position in their area of certification.
- d. All benefits to which an employee was entitled at the time the leave of absence commenced, including unused accumulated sick leave, shall be restored upon return.

H. Parental Leave

1. Upon application of an employee, a parental leave of absence without pay shall be granted to any permanent, full-time employees who has been employed at least one (1) year before said application said leave to commence at the time recommended by the employee's attending physician and to extend for a period not to exceed one (1) year after the birth/adoption/placement of a child. All FMLA leave will be provided per law and will run concurrently.
2. If employee who has been granted parental leave of absence in accordance with this provision shall fail to return to work upon the expiration of such leave of absence, the employee shall be deemed to have voluntarily terminated their employment.
3. Upon return from a granted leave of absence, employee shall be assigned to a similar position.
4. Employees shall be entitled to use their accumulated sick leave benefits with pay while on parental leave, until they have depleted their sick accumulation. Insurance benefits as contractually agreed shall be continued on such approved leave, until the employee has exhausted all accrued sick leave time and all FMLA coverage available.

Once employee on approved leave has exhausted their accrued sick leave and all FMLA time available, the employee shall then be responsible for 100% of the cost of maintaining insurance for the remainder of their approved leave. During the year of leave, the employee will not accrue any additional experience.
5. If the district should employ both parents within the school district, it is understood that total leave time for both employees collectively cannot exceed the one (1) year period of leave set forth in this article.
6. All benefits, protections, compensation, and seniority to which the employee was entitled at the start of the leave, including any accumulated leave time not utilized, shall be restored upon return to work.

21. PROFESSIONAL IMPROVEMENT – College Credit Program

- A. Employees will be provided access to the UNH Tuition Waiver Program for tuition only. In the event UNH does not offer the course see “B” Below.
- B. Employees will be reimbursed for one course per semester through UNH College of Professional Studies at District expense, once completed with a “B” or better or a “Pass” if a pass/fail course. Courses taken must be in the education. Any fees beyond the tuition are at the expense of the employee.
- C. Employees will be surveyed in the fall of each year to determine who will take advantage of this benefit. Failure to complete the survey will result in the employee not being eligible for this benefit. Upon ratification of this agreement employees will be surveyed for the 2024-25 school year.

22. SAFETY

The District's Joint Loss Management Committee, shall include representatives of all bargaining units, to meet periodically and discuss/resolve safety issues that may arise in the workplace

23. REDUCTION IN FORCE

Employees will be assigned impact areas according to grade range and content area: Math, ELA, others should it be necessary.

- A. When the Board finds it necessary to reduce the number of full-time and/or part-time positions for budgetary reasons or declining enrollment, the following reduction in force procedures will be used:
1. It is agreed that the Board/Administration shall initially attempt to determine the number of possible resignations and retirements within the bargaining unit, in a good faith effort to avoid a potentially unnecessary reduction in force before laying off employees.
 2. After resignations and retirements have been addressed, the Board shall identify the impact area(s) that will be reduced.
 - a. Impact areas shall be as follows:
 - Tutor/ Interventionists - Math
K-4
5-8
9-12
 - Tutor/ Interventionists - ELA
K-4
5-8
9-12
 - Speech Assistants/Employees
 - Other Categories - any new employee positions outside of which is identified that is outlined above until parties negotiate classifications.
 - Employees intending to retire will notify the District by November 30.
- B. Once the Board/Administration has identified the impact areas to be reduced, the following criteria shall be used in the order listed to determine which employee(s) will be subject to layoff:
1. Degree status- with preference for education degrees
 2. Evaluation- Most recent evaluation evidences the employee is meeting the standards set forth for their position
 3. Seniority- if two or more employees have the same degree status and are meeting the standards of their position, the more senior employee shall be maintained and less senior shall be identified for layoff.
- C. Laid off employees shall retain recall rights for a period of one (1) year. Laid off employees shall be responsible for ensuring the district has updated contact information for the employee.
- D. Employees recalled to the same position they left, with the same wages and benefits, who refuse the offer shall be removed from the recall list.
- E. Employees who accept a position with lesser wages and/or benefits than the position they were laid off from shall not lose recall rights for refusing to return to the lesser position.
- F. No New hires will occur in this unit for any position for which a laid off employee has not been given the opportunity to assume first.
- G. Upon recall, employees shall have the rights, including but not limited to, benefits, seniority, accruals and protections restored to them as they were at the time of layoff.

H. The parties agree that Reduction in Force is not to be used as a mechanism to remove employees related to performance issues.

24. SEVERANCE PAY

Upon severance, which shall mean retirement from the District, compensation for unused sick time shall be paid at a rate of one hundred dollars (\$100) per day.

If an employee should return to employment in the District in any capacity after retirement, it is understood that the severance pay will not be paid out again and is no longer a benefit available to retirees that return to work for the District.

25. DURATION AND RENEWAL

The provisions of this agreement will be for five years effective as of July 1, 2024, and will continue and remain in full force and effect until June 30, 2027.

A. All terms and conditions of employment contained within this Agreement applicable on the effective date of this Agreement shall continue to be in force unless provided for in a successor agreement.

If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. In witness, thereof the parties have caused this Agreement to be signed on **March 25, 2024.**

For the ORITA Association:

Nicole Argraves

Nicole Argraves, NEA-NH UniServ Director

Shelley Carpenter

Shelley Carpenter, ORITA President

For the Oyster River Cooperative School Board:

Matthew Bacon

Matthew Bacon, Oyster River School Board Chair

Dr. James C. Morse, Sr.

Superintendent Dr. James C. Morse, Sr.

APPENDIX A

GRIEVANCE FORM

Date:

Name of Grievant(s):

Date Grievance Occurred:

Nature/Statement of Grievance:

Article(s) of Intervention and Tutor Agreement, or Board policy statement(s) allegedly violated:

Remedy Sought:

Signature(s) of Grievant(s):

Signature of Guild Grievance Representative:

Copy 1: (Original) should be submitted at each step by the Grievance Chairperson.

Responses should be attached to the original and returned to the Grievance representative.

Copy 2: Grievant

Signature: *scarpent*
Shelley Carpenter (Mar 27, 2024 19:53 EDT)

Email: harpspeed@gmail.com

Signature: *Matthew Bacon*
Matthew Bacon (Mar 26, 2024 08:50 EDT)

Email: mbacon@orcsd.org

Signature: *James C. Morse, Sr.*
James C. Morse, Sr. (Apr 1, 2024 15:04 EDT)

Email: jmorse@orcsd.org