Multi-Year Master

Agreement Between

Rochester Federation of Teachers
Paraeducator and Secretary Chapter
AFT Local 3607, AFT-NH, AFL-CIO

and

Rochester School Board

July 1, 2026
to
June 30, 2029

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Preamble

This Agreement entered into by the Rochester School Board, Rochester, New Hampshire, hereinafter referred to as the Board, and the Rochester Federation of Teachers, Paraeducator and Secretary Chapter, AFT Local 3607, AFT-NH, AFT, AFL-CIO, hereinafter referred to as the Federation.

Article I - Recognition

A. Sole and Exclusive Bargaining Agent

The Rochester School Board recognizes the Rochester Federation of Teachers, Paraeducator and Secretary Chapter AFT Local 3607, AFT-NH, AFL-CIO as the sole and exclusive collective bargaining representative of:

All full-time and regular part-time paraeducators, school secretaries, Title I tutors, speech assistants, occupational therapy assistants, physical therapy assistants, and licensed nursing assistants.

Excluded are all other employees, including, but not limited to, all central office staff and central office secretaries, receptionist, bookkeepers, assistant bookkeepers, facilities support staff, and all supervisory, confidential, and professional employees.

B. Dues Deduction

Any bargaining unit member who wishes to have Federation dues deducted from his/her pay shall notify the Superintendent in writing on the forms provided by the Federation and attached hereto as *Appendix A*, the language of which is incorporated by reference herein.

C. Officer Attendance

On instances where the attendance of an officer of the union or building representative is required for conference at the request of the administrator, he/she shall be released from his/her duties with no loss of pay. Where the request is so initiated by the Union President, and with the approval of the Superintendent, or his/her designee, the officer and/or building representative may be released from his/her duties with no loss of pay.

D. The Federation shall be provided an opportunity at the beginning of the school year to address the employees covered by this contract either in a district-wide or building meeting.

Article II - Duration

A. This Agreement and the provisions herein shall become effective on July 1, 2026 and shall continue in effect until June 30, 2029.

B. The parties agree that wage scale and wage related provisions (i.e., Workers' Compensation, F.I.C.A. and New Hampshire Retirement) shall be submitted to the Rochester City Council and shall be subject to final approval by the Rochester City Council. Upon City Council approval, these provisions shall be effective July 1, 2026.

Article III - Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, marital status, sexual orientation, disability, race, color, creed, national origin, political affiliation or union membership.

Article IV - Resolution of Differences

The Federation and the Board agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Federation in consideration of the value of this agreement and its terms and conditions will not engage in, instigate or condone any strike, work stoppage or any concerted refusal to perform work duties on the part of any employee covered by this Agreement for the duration of this Agreement.

Article V - Management Rights

The Federation recognizes the following responsibilities, rights, authority, and duties of the Board, except as they are modified by provisions of this Agreement. The Board hereby retains and reserves unto itself, without limitations, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the Law and Constitution of the State of New Hampshire:

1. To the executive management and administrative control of the School System and its properties and facilities;

2. To hire, promote, transfer, assign and retain employees in positions with the Rochester School System and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work or other legitimate reasons;

3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational social events for the students, all as deemed necessary or advisable by the Board;

4. To decide upon the basic means and methods of instruction and the duties, responsibilities, and assignments of employees with respect thereto, and with respect to administrative, instructional and non-instructional activities, and the terms and conditions of employment.

Article VI - Working Conditions

A. Paraeducator Upgrade

All Paraeducators will be promoted to Paraeducator 2 pay track upon attaining State of New Hampshire Department of Education Paraeducator II certification.

Paraeducators on the Paraeducator 2 pay track who were hired on or before September 1, 2006 shall be grandfathered on this pay track and not required to attain the State of NH Department of Education Paraeducator II certification. However, if a paraeducator in this category has an Associate's Degree they shall be required to submit their application for State of NH Department of Education Paraeducator II certification. These paraeducators shall be required to pursue the NH DOE Paraeducator II certification process (testing, portfolio or Associate's Degree), and if they are not successful after reasonable efforts, they will be grand-fathered. These paraeducators shall be required to complete professional development as required by the District.

Paraeducators on the Paraeducator 2 pay track as of June 30, 2026 and who were hired after September 1, 2006 shall attain the State of NH Department of Education Paraeducator II certification on or before October 15, 2027 in order to remain on the Paraeducator 2 pay track. A paraeducator in this category who has submitted a portfolio to the NH DOE for State of NH Department of Education Paraeducator II certification and has been rejected, may request that the Superintendent waive the requirement for State of NH Department of Education Paraeducator II certification if they have completed all professional development required by the District and be grandfathered on the Paraeducator 2 pay track and not required to attain the State of NH Department of Education Paraeducator II certification. These paraeducators shall be required to complete professional development as required by the District.

All paraeducators hired on or after July 1, 2026 will be placed on the Paraeducator 2 pay track when they attain the State of NH Department of Education Paraeducator II certification and will be placed on the Paraeducator track until they attain the State of NH Department of Education Paraeducator II certification. New hires will have until October 15th to be paid retroactive to the start of the school year or until February 15th

to be paid retroactive to the start of the second semester. These deadlines may be extended by the District for good cause such as availability of professional development and/or delays in processing applications at the State.

Intensive Special Education Paraeducator (ISEP)

Paraeducators who meet the minimum qualifications for the Intensive Special Education Paraeducator pay track and request to be placed on this track, shall be placed on the corresponding pay scale. The requirements to be placed on this pay track are outlined in Appendix C. Once an employee is placed on this pay track and continues to meet the minimum requirements, they shall remain on this pay track unless they request to be placed into any open position on the Paraeducator 2 pay track. For paraeducators on the ISEP pay track, the minimum work week shall be 32.5 hours per week.

Paraeducators who attain the State of NH Department of Education Paraeducator II certification shall be required to maintain said certification as defined by the NH Department of Education.

The parties agree to maintain a Labor-Management Committee comprised of equal representatives from the Administration and the Union for the purpose of reviewing workshop offerings and details of the Rochester Paraeducator Academy. The Committee shall meet regularly and shall make recommendations for the Academy for each upcoming school year. The Rochester Paraeducator Academy shall offer annually at least twenty-five (25) hours of professional development which can be used to achieve Paraeducator II certification. For the 2026-27 school year, the District shall offer at least thirty-six (36) hours of professional development which can be used to achieve Paraeducator II certification. It is understood that only twenty-five (25) hours can be offered during the workday. The list of opportunities shall be published prior to the start of each school year.

B. *Upgrade Pay*

When a paraeducator volunteers or is asked to serve as a substitute teacher by an administrator, the employee will be paid his/her regular rate, plus the rate of ten dollars ($10) per hour for any portion of an hour for the first hour.

If the substitution or coverage extends beyond an hour, the paraeducator will be paid in fifteen (15) minute increments. In addition to the paraeducator's regular rate of pay, the additional pay received at the rate of $10/hour shall not exceed $75 per day. Paraeducators who are assigned to one or more students with an IEP shall not normally be eligible for substitute assignments unless their assigned student(s) do not require services or the Director of Student Services or Designee deems it necessary for said coverage.

Time worked as a substitute teacher shall not be used to otherwise qualify for benefits under the New Hampshire Retirement System (NHRS). It shall be the employee's responsibility to monitor hours worked so as to avoid triggering retirement benefits under NHRS. The administration may assign a paraeducator to provide coverage in the event of no volunteers. Any and all coverage should be approved by an administrator. Title 1 paras will not be assigned to any duties prohibited by Federal regulations and IEP requirements.

C. *Overtime*

Overtime shall be paid at a rate of one and one-half times the employee's regular rate of pay for any hours worked beyond forty (40) hours in a single week. The overtime rate of pay will be calculated in accordance with the Fair Labor Standards Act regarding differential pay rates.

In those cases where overtime is required, employees will be requested to perform such assignments. If no employee elects to accept such assignment, the required number of employees will be assigned and work the overtime hours.

An employee may receive compensatory time off in lieu of overtime pay upon mutual agreement between the employer and the employee. Compensatory time must be given within ninety (90) days. However, it may be extended an additional ninety (90) days if mutually agreed by employer and employee.

The District will pay time and a half the employee's regular hourly rate of pay if the Superintendent, or his/her designee, requires, and approves in advance, an employee to work during the evening hours or any hours on a Saturday or Sunday. Evening hours for purposes of this provision commence at 5:00 p.m.

D. *When Overtime Paid*

Overtime pay shall be included in the employee's regular bi-weekly paycheck

E. *Employee Evaluations*

1. All evaluations of the performance of an employee shall be conducted openly and with full knowledge of the employee. The employee shall be given a copy of any evaluation report prepared by his/her supervisors and shall have the right to discuss such report with his/her supervisors.

2. Evaluation Plan and Procedures: The Federation and the Board shall create a committee with equal members from the Federation and the District to review the

current evaluation practices and make recommendations regarding changes to the process for members' evaluations.

3. Distribution of Evaluation Plan: All new hires shall be provided with access to an electronic copy of the District Paraeducator Evaluation Plan upon hiring.

4. Evaluation Plan: Evaluations shall be done in accordance with the District Evaluation Plan approved by the parties.

F. Personnel Files

1. Employees shall have the right, upon request, to review and copy the contents of their personnel files. An employee shall be entitled to have a representative of the Union and/or a representative of their choice to accompany him/her during such review.

2. No material concerning an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

3. Material which concerns an employee's conduct or service and is disciplinary in nature may be removed from the employee's personnel file after a two-year period as follows:

   a. The employee will submit a written request for removal to the Superintendent of Schools.

   b. No other disciplinary action will have occurred during the two-year period.

   c. The Superintendent will review the file and have the authority to remove said material. The employee shall have the option to appeal the Superintendent's decision to the School Board.

G. Complaints Against Employees

Any complaints regarding an employee made to any member of the administration by any parent, student, or other person shall be promptly called to the attention of the employee. A complaint within the meaning of this article is an allegation that could adversely affect the employee's personal or professional reputation and could be serious

enough to warrant administrative action.

H. Disciplinary Procedures

Disciplinary action will be for just cause and will normally be taken in the following order:

a) Verbal Warning
b) Written Warning
c) Suspension Without Pay
d) Discharge

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge. Additionally, the Board reserves the right to take disciplinary action in any manner or form consistent with the efficiency of operations and appropriate to the infraction involved.

All suspensions and discharges must be stated in writing and the reason(s) stated and a copy given to the employee(s) and the Union at the time disciplinary action is taken. The employee shall have the opportunity to respond within five (5) working days. Such response shall be in writing, and shall state the reason(s) why the employee is challenging the suspension or discharge.

I. Placement on Salary Schedule

1. New Hires: Credit on the salary schedule will be granted for related education and job-related work experience directly relevant for the position for which the employee is being hired. No employee will be placed on a step higher than indicated by actual relevant education and/or experience.

J. Insurance and Benefit Information Pamphlets

All employees will be provided with information about any benefits regarding fringe benefits pertaining to the employee at time of eligibility and during open enrollment.

K. Employee Pay Stubs

An accounting of the hours worked, rate paid, substitute pay, stipend pay, holiday pay, and overtime pay will be included on the bi-weekly paycheck stubs. Employees' accumulated sick leave shall be shown on each regular payroll pay stub.

L. Notification of Annual Employment Status/Letter of Agreement

Notification of the District's intent to employ for the upcoming school year will be given to all employees on or before June 15th in the form of a letter of agreement. In the event the City Council has not approved the School Department budget, the letters may be issued as contingent upon City Council approval of the budget. The employee shall sign and return the letter of agreement to the district within fifteen (15) days or decline the position. The Letter of Agreement for each employee shall include the employee's tentative assignment for the upcoming school year, salary/hourly wage rate, and benefits.

M. Use of Automobile

If an employee is requested to use his/her car in the course of employment, said employee will be reimbursed for the use of his/her car at the current IRS rate. It is understood that no employee will be required to use his/her car to transport students except as stated in the employee's job description.

N. Handling of School Funds

Employees who have responsibility for handling moneys shall be held harmless if said moneys are destroyed, stolen, damaged, or lost through no fault or negligence of the employee in charge.

O. Work Rules

The District may prepare, issue, and enforce reasonable rules and safety regulations necessary for safe, orderly and efficient operation.

P. Loss of Personal Property

The Board agrees to establish a pool of $1,000 per year for the reimbursement of job-related property loss incurred by covered employees. Covered employees who believe they have a claim may submit said claim, with proof of financial loss (i.e., receipts), to the Federation President on or before June 1 of each year. A committee of employees covered by this contract appointed by Federation will then consider all claims and allocate the funds from the pool to claimants on the basis of relative merit. The Federation President will forward the committee's recommendation to the Superintendent of Schools for review and final approval. In no case shall the Federation recommend approval of aggregate claims in excess of $1,000 per fiscal year, and in no case shall the Federation recommend approval of a single claim in excess of the actual financial loss to the employee. Actions based on this provision of the Agreement are not subject to the Grievance Procedure. Claims may not be carried from one school year to the next.

Q. Paraeducators shall have access to a computer device while in the school building. Effective as of the start of the 2024-2025 contract year, paraeducators shall be issued a

computer device for performance of their official duties.

R. The bargaining unit shall have one representative selected by the RFT to serve on the District Joint Loss Committee.

S. Prior to being regularly assigned to a student with an IEP, the paraeducator shall meet with a teacher and/or case manager, when practicable, to review the plan. It is understood that such meetings may not practically take place in emergent situations where coverage is necessary.

Article VII - Hours and Days of Work

A. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Board from restructuring the normal work day or work week for purposes of promoting the efficiency of School Administration; from establishing the work schedules of employees; or establishing part-time positions.

1. Library and Kindergarten Paraeducators The workday for paraeducators assigned to the library or kindergarten shall be not less than six and a half hours (6.5) paid hours.

2. Library Paraeducators Paraeducators assigned to the elementary school libraries shall be provided with a continuous and uninterrupted thirty (30) minute, duty-free preparation period each day and a continuous and uninterrupted thirty (30) minute duty free administrative period each day to attend to the needs of managing the library including but not limited to collection management, stacking, ordering, and all tasks associated with the operation of the library.

B. Employees who work thirty (30) hours or more per week shall be considered full-time. The work day is to be determined and scheduled by the department head or supervisor.

C. Employees scheduled to work less than thirty (30) hours per week shall be considered part- time employees.

D. Employees who work at least five (5) hours per day will be provided with a thirty (30) minute duty-free unpaid lunch period and a paid one fifteen (15) minute break. Employees who work less than five (5) hours or more in a single day will be provided with a paid one fifteen (15) minute break.

E. When employees are requested by the principal to work through their fifteen-minute break, lunch break, or before or after their normal work hours, they will be compensated

for this time worked at their hourly rate of pay subject to the provisions of Article VI(C) - Overtime.

Employees who are approved by the Superintendent or Designee to serve on a committee in their capacity as an employee shall be compensated for attending any required before or after school committee meetings at their regular rate of pay. The Superintendent or Designee may also approve payment for voluntary participation in meetings and the employees will be notified in advance of such meetings that their time will be compensated.

Employees who are appointed to the Joint-Loss Safety Committee shall be paid their regular rate of pay for attendance at these meetings.

Summer Workshops and Meetings: Employees shall be paid their regular hourly rate of pay at a minimum of three (3) hours pay for attendance at professional development and meetings with prior approval. Participation in these meetings or professional development is voluntary.

F. The work year for Paraeducators shall include the first two (2) teacher workshop days. The RFT shall be given an opportunity to meet with new hires during the two (2) teacher workshop days prior to the start of the student school year.

G. Duties are considered to be non-instructional supervision of students including but not limited to recess duty, car duty, lunch duty or hall duty. Duties shall be rotated and assigned on an equitable basis as to frequency, length, and qualifications. Except as provided below, duties shall be rotated and assigned on an equitable basis as to frequency, length, and qualifications. Notwithstanding the foregoing, nothing in this provision shall limit the discretion of building principals to assign specific responsibilities to building paraeducators assigned to specific buildings and schools.

The School Department will assign special education paraeducators to particular schools. The Principal of each school will assign special education paraeducators to particular duties. Those paraeducators assigned to the "safety team" will be assigned duties by the appropriate Assistant Principal.

H. On cancelled school days, employees shall be permitted to work remotely with prior written permission from the Building Administrator.

On remote days, all employees shall be permitted to work remotely with supervisor's permission.

On delayed opening days, employees shall not be required to come in earlier than student arrival time without loss in pay.

In the event work days are cancelled and not made up at the end of the year, school year employees shall suffer no loss in pay.

On cancelled school days, year-round employees shall report to work when it is safe to do so unless other arrangements are made with their supervisor. The employee has the option to use vacation or personal leave on cancelled school days.

I. Paraeducators will complete all necessary paperwork during the workday. The time needed to do so shall be scheduled by the Paraeducator in consultation with the Case Manager.

J. When employees are required to utilize district mandated software or any new process other required in the performance of their professional duties, the Administration shall provide initial and ongoing training, support, manuals, as well as the designation of an individual who will provide day-to-day coaching in the performance of these tasks.

Article VIII - Seniority

A. Accrual

For purposes of promotion, vacation, and other benefits to which the covered employee is otherwise entitled, an employee's seniority shall be equal to his/her years of service or employment with the District in a position covered by this Agreement unbroken by any of the reasons for termination of seniority specified in Section C below. Accrual shall begin with, and years of service shall be based on the anniversary date of, the first day of unbroken service in the Rochester School Department.

B. Ability to Perform Work

Ability to perform the job or work as used in this Article means the employee is capable of performing the work of the job in a satisfactory manner subject to concurrence by the Department Head or Supervisor.

C. Termination of Seniority

Seniority for all purposes shall be terminated for any of the following reasons:

1. Voluntary quit.
2. Discharge for just cause.
3. Failure to report for work in accordance with the provisions of a recall notice.
4. Absence for three (3) consecutive working days without properly notifying the District. The Superintendent may waive this notice requirement, on a case-by-case

basis, if he/she determines that extenuating circumstances existed which may have prevented an employee from complying with the notice requirement. However, an employee must use all reasonable efforts to notify the district of his/her absence.

5. Failure to be recalled from layoff or return to work due to any non-occupational connected illness or accident for a period of twelve (12) months.
6. Retirement.

D. Employees Entering the Bargaining Unit

All employees entering the bargaining unit covered by this Agreement from any other department of the City will serve a probationary period of sixty (60) calendar days and will be considered as new employees.

E. Seniority List

The District shall establish and furnish to each covered employee, a seniority list once each year in January. The seniority list will contain both classification and department seniority for each eligible employee. The employee with the greatest seniority shall be listed first. Any objections to the seniority lists, as posted and amended, must be reported to the department head by February 15 or it shall stand as accepted and shall take full force and effect.

F. Application of Seniority (Layoff and Recall)

With respect to layoff and recall, continuous service per the seniority list will be applicable providing the employee is capable of performing the work in a satisfactory manner. An employee to be laid off shall receive two weeks' notice or pay in lieu thereof. Employees shall be recalled in the reverse order in which they were laid off. A person who is laid off shall maintain his/her seniority for twenty-four (24) months. Employees who are eligible for recall shall be sent a recall notice by certified or registered mail and the employee must notify the department head within three (3) business days after receiving notice of recall of his/her intention to return to work. The District shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the District with his/her latest mailing address. In any event, the employee must return to work within two (2) weeks of the date specified.

G. Promotions and Transfers

1. The District reserves the right to make promotions and transfers.

2. Job vacancies will be posted for five (5) working days in each school on a bulletin board designated for such purpose and on the District's intranet. The District will send written notice of such job vacancies to the building representatives of the Federation.

3. Promotions and transfers shall first be made from the ranks of qualified regular employees who are employed within the classification in which the vacancy occurs. If no qualified candidates are found within the classification, the vacancy may be filled by qualified employees within other classifications in the School Department. If no qualified candidates are found within the School Department, the vacancies may be filled from other sources.

4. Job postings will include job specifications (where available), location, range of pay, hours, if it is a permanent position with a permanent rating, and the date for closing of applications.

5. An employee who meets minimum qualifications and is promoted to a higher level shall be placed in a probationary status not to exceed sixty (60) calendar days from the start of the school year or the date they begin working in their new employment, whichever is later, in the higher position. The employee shall periodically be evaluated and informed of his/her progress. If an employee is not found to perform satisfactorily in the higher level duties, he/she shall be reduced in status to the same classification, pay grade, and pay step and he/she had obtained prior to promotion.

6. An employee who is promoted or transferred to another classification will not lose accumulated sick or vacation leave as a result of the reclassification. Additionally, the employee's seniority within the district will not be affected by the transfer. An employee moving between classifications will be given credit for placement on the salary schedule only for experience directly related to duties within the new classification.

H. Non-Application of Seniority Rights within Classification

Seniority does not give employees any preference for particular types of work within their job classification or to places of work, or equipment.

I. Probationary Period

The first sixty (60) calendar days of employment shall be considered a trial period to permit the District to determine a new employee's fitness and adaptability for the work required, subject to a unilateral extension by the District. During such probationary period a newly hired employee shall not be subject to the provisions of this Agreement

except as outlined in specific provisions in the contract. This Article shall apply to persons who are rehired after loss of seniority. In the event that the person gained this position as the result of a promotion, he/she shall be governed by the provisions of the Agreement. During the probationary period, the probationary employee may be discharged at the sole discretion of the District and neither the reason nor the discharge may be the subject of a grievance, notwithstanding Paragraph G-5, above, which shall apply to existing employees of the District.

Article IX – Compensation

A. Wage Scales and Step Plan

Covered employees will be paid in accordance with the wage schedules contained in this Agreement as *Appendix B*. For the 2026-27, 2027-28, and 2028-29 contract years, all eligible employees shall receive a step each of these years. The wage increases are retroactive to July 1, 2026. The parties agree to mutually establish pay rates for occupational, speech, and physical assistants.

Employees on Improvement Plans shall not be eligible for step increases until they have satisfied the requirements of their plans. When employees on plans satisfy the requirements of their plans, they shall receive the stop prospectively. If it is determined than an employee has been improperly placed on an improvement plan, the employee will receive the step retroactively.

All bargaining unit employees shall annually receive, in addition to the employee's regular hourly rate of pay, the following amount based on attainment of the following:

Minimum of an Associate's Degree; or eighty (80) credits:

Secretaries: $0 .90 per hour.

Para II and ISEP Track Employees: $0.50 per hour

B. Method of Salary Payment

Bargaining unit employees employed on or before June 30, 2026 shall annually make the selection to be paid in one of the following manners:

(a) Anticipated annual wages, divided by 26, which equals 25 bi-weekly checks, and one reconciliation payment, or

(b) Anticipated annual wages, divided by 22, which equals 21 bi-weekly checks, and one reconciliation payment, or

(c) Full pay for hours actually worked in a pay period, paid at regular intervals not to exceed 14 days.

Bargaining unit members hired on or after July 1, 2026 shall annually receive full pay for hours actually worked in a pay period, paid at regular intervals not to exceed 14 days.

The reconciliation payments for employees hired on or before June 30, 2026 under options (a) and (b), above, may result in a paycheck of less than the equal pay amount, to a possible zero balance, being due to the employee, based upon their actual hours worked.

Employees hired on or before June 30, 2026 must specify their choice in writing prior to their first payroll period on a form provided by the District. Employees who fail to specify their choice, shall be paid as is described in paragraph (c), above. A reconciliation payment shall be calculated as a final payment for any employee being paid on an equal pay basis [i.e., option (a) and (b) above], who, for whatever reason, leaves employment before the end of the contract year.

Employees hired on or after July 1, 2026 will be paid for the actual hours worked in each pay period, or, if an employee hired on or before June 30, 2026 has a salary which is capable of being annualized (i.e., works a regular schedule), then pay may be pro-rated into 26 pay periods. However, if an employee's hours change, then the pro-rated amount must change to reflect the actual number of hours worked.

C. *Longevity*

In the 2026-27 and the 2027-28 school years, all employees shall receive annual longevity pay for ten to fourteen years of service of seven hundred and fifty dollars ($750.00) and for fifteen or more years of service fifteen hundred dollars ($1500.00).

In the 2028-29 school year, all employees shall receive annual longevity pay as follows: for ten to fourteen years of service of seven hundred and fifty dollars ($750.00); for fifteen or more years of service fifteen hundred dollars ($1,500.00); for twenty or more years of service two thousand dollars ($2,000.00); and for thirty or more years of service twenty-five hundred dollars ($2,500.00). For the avoidance of doubt, the longevity schedule for 2028-29 is as follows:

10-14 years of service:	$750.00
15-19 years of service:	$1,500.00
20-29 years of service:	$2,000.00
30 or more years of service:	$2,500.00

Longevity will be paid in a separate check on or before December 1st. Upon termination

of employment, an employee shall receive longevity pro-rated by the number of days longevity in that year calculated from the first day of January to the day the employee terminates. The amount of longevity pay due an employee is based on the year in which said longevity is accrued/earned.

D. Anniversary Dates

For the purposes of placement on the salary schedule, partial years of experience which exceed one-half year each and which are related to the assigned position, will be cumulated to determine total experience to be granted. If the remainder, after cumulation, exceeds one-half year, this remainder will be applied as one year of experience.

E. Kindergarten paraeducators shall be paid a $750 toileting stipend.

Article X - Leaves

A. Sick Leave

Employees may accumulate sick leave from the date of hire. Probationary employees shall be permitted to utilize up to three (3) days of sick leave during the probationary period. If an employee terminates employment and has utilized sick leave not yet earned, the amount of unearned sick leave used shall be deducted from the employee's final paycheck.

Sick leave shall accumulate at the following rates:

a. Employees will accumulate sick leave at a rate of one and one-fourth (1.25) days per month during the months that the employees are on duty, accumulating to a maximum of one hundred ten (110) days.

b. An employee who has accumulated his/her maximum number of sick leave days, and uses no more than his/her annual allotment in a given year, will begin the ensuing school year with the maximum accumulation of sick leave days.

1. Employees' accumulated sick leave shall be shown on each regular payroll pay stub.

2. Sick leave may be used for the illness or injury of the employee or for any proper FMLA purpose.

3. Eligible employees shall receive severance pay equal to fifty percent (50%) of their unused and accumulated sick leave, at the per diem rate at which the employee last earned, when retiring from the School District, (a) when application for retirement

has been made to the New Hampshire Retirement System, or (b) if the employee is not eligible for membership in the Retirement System because of less than full-time employment status, when the employee has completed twenty (20) years of service in the district and has reached a combination of age and years of service equaling seventy-five (75).

4. A physician's signed statement of approval to return to work will be required for any employee who has been absent of his or her own illness for more than three days.

5. Sick leave can be used in one (1) hour increments if the absence is less than half a day, or the position does not require a substitute. The employee is responsible to enter "sub not needed" at the time of the absence, and the time they will be out.

B. Sick Leave Bank

1. Each covered employee under this Agreement in order to be eligible for the sick bank may donate up to one (1) day of accumulated sick leave in September and thereafter, if called for by the Sick Bank Committee, donate an additional day each year in October. The Bank shall be allowed to accumulate up to an amount equal to the number of members in the bargaining unit. Any covered employee who contributes to the Sick Bank may borrow sick days from this Bank based upon the following formula:

a. Up to one year of service in this system, 15 days additional sick leave;

b. Up to two years of service in this system, up to 30 days additional sick leave;

c. Up to three years or more of service in this system, up to 45 days additional sick leave.

2. The basic criteria for applying for and using sick leave from this Sick Bank shall be:

a. The covered employee's accumulated sick leave shall have been exhausted;

b. The covered employee shall have been involved in a major operation or a serious and prolonged illness;

c. The days borrowed by the covered employee shall be paid back by the borrowing employee at a rate of not less than six (6) days per year, except that days previously donated by the covered employee would be subtracted from the days borrowed.

3. Application for use of the Sick Leave Bank shall be made to a Federation designated committee of three (3) bargaining unit employees for evaluation and disposition based

upon reasonable rules and regulations adopted by the Federation to administer this benefit. The decision of the Federation committee to approve use of the Sick Leave Bank shall be communicated in writing to the Superintendent for record-keeping purposes. It shall also be the responsibility of the Federation to communicate in writing to the Superintendent's Office the names of employees contributing to the Sick Leave Bank.

4. The Rochester School Board and the City of Rochester shall not participate or otherwise be responsible for the interpretation, application or administration of this benefit. Any ruling or other decision by an agency, body, board, court or other entity governing the provisions of this benefit which alters this benefit in its application or use in any way shall not impose upon the Rochester School Board or the City of Rochester any additional financial liability or obligation hereto.

5. This benefit shall not be subject to the grievance procedure, arbitration or other type of legal procedure.

C. *Personal Leave*

Personal leave days will be allowed for personal affairs provided that the leave will be taken for purposes which could not reasonably be accomplished on other than a school day. Prior approval of the Superintendent or his or her designee is required, except in the case of an emergency, when approval may be subsequent. Approvals may not be unreasonably withheld. Personal days contiguous to holidays may be taken in extraordinary circumstances with the prior approval of the Superintendent or his or her designee, and such approval shall not be unreasonably withheld. Leaves taken pursuant to this section shall be in addition to any sick leave to which a covered employee is entitled. Probationary employees will be allowed to use personal leave upon the completion of the probationary period. Personal leave will be non-accumulative and will be granted at a rate of 3 days per year for all bargaining unit employees.

D. *Maternity Leave*

Employees affected by pregnancy, childbirth or related medical conditions shall be treated in the same manner as any employee affected by any other temporary disability:

- If an employee has exhausted all paid leave benefits (including paid vacation time) and/or is otherwise ineligible for paid leave benefits, the employee is still allowed to take an unpaid leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth, or related medical conditions.
- When the employee is physically able to return o work, the employee's original or comparable job will be made available unless business necessity makes this

impossible or unreasonable.

- Time off under this policy may run concurrently with FMLA leave. Requests for additional time off to care for a new child will be considered under the terms of the FMLA policy.

E. Parental Leave/FMLA Leave

1. Unpaid leave(s) of absence shall be granted to any covered employee who qualifies under the provisions of the Family and Medical Leave Act of 1993. Paid leave taken for an FMLA purpose shall run concurrently with an employee's FMLA leave.

2. Time shall be granted to a parent to spend with a newly adopted child or upon the delivery of a natural child in accordance with the allowance under the FMLA. Compensation for such days will be made possible by charging these days to the employee's sick leave. If the employee does not have accumulated sick days, such leave will be granted without pay.

3. With prior approval of the Superintendent, employees who do not qualify for FMLA leave and who have completed the initial probationary period are eligible to receive a leave of absence for the extended illness of the employee, or the employee's spouse, children, mother, or father for a period of up to twelve (12) weeks or the amount of accrued leave available to the employee, whichever is greater. During the period of such leave, the employee shall be entitled to utilize all of the employee's accrued leave at the employee's discretion. Once the employee's accrued leave is exhausted, the leave shall be unpaid. The employee shall be entitled during this twelve (12) week period to all benefits provided by this Agreement. This leave shall not be available to employees who do not qualify for FMLA because they have already utilized their available 12-workweeks of leave during the designated 12-month period.

4. At the discretion of the Superintendent, an extended leave in excess of twelve (12) workweeks up to twelve (12) months may be granted. For employees not eligible for the District's medical insurance, upon exhaustion of the employee's paid sick leave or personal days, the employee is not eligible to receive any of the benefits contained in this Agreement but may continue to access insurance benefits at the employee's own expense. The employee shall not lose any seniority the employee has earned up to the date of the approved leave. The employee desiring to return from such extended leave shall be assigned to the next available vacancy for which the employee is qualified; and be eligible for all benefits upon the employee's return to work.

F. Bereavement Leave

1. Ten (10) work days for the death of spouse, domestic partner or child (including step-equivalents).

2. Three (3) work days, for the death of Father, Mother, Father-in-law, Mother-in-law, Son-in-law, Daughter in-law, Grandchild, Sister, Brother or Relative domiciled in the employee's household (including step-equivalents).

3. One (1) work day for purpose of attending funeral for death of Grandmother, Grandfather, Aunt, Uncle, Sister-in-law or Brother-in-law, Niece or Nephew (including step-equivalents).

4. Under extenuating circumstances as determined by the Superintendent, two (2) additional work days with pay may be granted under Section 1, 2, or 3, with the written approval of the Superintendent.

G. 1. Jury Duty

An employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the District an amount equal to the difference between the amount of wages the employee otherwise would have earned by working during straight-time hours for the District on that day and the daily jury duty fee paid by the court or agency (not including travel allowances or reimbursement or expenses), for each day on which he/she otherwise would have been scheduled to work for the District.

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 days for which he/she claims such payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

An employee who is subpoenaed to appear in Court on a District-required case outside of working hours, and/or on non-contractual days including school vacations and summer vacations, shall be compensated by the District at the employee's per diem rate of pay. This provision shall not apply in a case when the Federation is a party to the proceeding. This provision shall not apply in a case when the Court hearing is the result of a criminal or civil matter outside the scope of the teachers prescribed duties regardless of whether the incident giving rise to the Court hearing occurred while the employee was at work and/or on District property. The covered employee shall pay over to the Rochester School Board and City of Rochester any money paid for such witness except that portion of the money identified as personal expense, such as for travel.

2. Witness Leave

An employee who is subpoenaed or otherwise required to appear in Court or before an administrative agency on a District-required case outside of working hours, and/or on non-contractual days including school vacations and summer vacations, shall be compensated by the District at the employee's per diem rate of pay. This provision shall not apply in a case when the Federation is a party to the proceeding. This provision shall not apply in a case when the Court hearing is the result of a criminal or civil matter outside the scope of the employees' prescribed duties regardless of whether the incident giving rise to the Court hearing occurred while the employee was at work and/or on District property. The covered employee shall pay over to the Rochester School Board and City of Rochester any money paid for such witness except that portion of the money identified as personal expense, such as for travel.

H. Professional Leave

With the prior approval of the Superintendent or his designee, covered employees may make application for a total of two (2) days leave of absence with pay for attendance at professional meetings, conferences, conventions.

Except under extenuating circumstances, written application for professional leave shall be received in the Superintendent's Office seven (7) school days prior to such leave. The Superintendent may extend professional leave upon a covered employee's request.

I. Vacation Leave

1. Vacation eligibility shall be dependent upon continuous service and employment as a full-time employee on a fifty-two (52) week basis. Annual vacation may be taken at one time or several days at a time with the consent of the supervisor. For the purpose of this Article, one week shall be the equivalent of five (5) days.

2. Vacation time shall be granted in the following increments:

3.

6 months through 4 years	2 Weeks
5 through 9 years	3 Weeks
10 through 14 years	4 Weeks
15 years or more	5 Weeks

4. Vacation Procedures

   a. The supervisor will determine the annual vacation schedule taking into consideration the best interest of the Department, the particular needs within the Department, and the desires of the individual employee.

b. Vacation schedules will be the responsibility of the supervisor and the final requests for vacations should be completed by April 1 of each year. During the month of March, employees may make application in writing for vacation time off. In the event that more employees apply for time off than can be spared from the job at a given time, seniority will be the basis for resolving priority. Each employee will be given a written disposition of his/her request no later than May 1. Approved vacation time off will not thereafter be canceled or changed without the mutual consent of the supervisor and the employee.

c. An employee who desires his/her full annual vacation pay before going on annual vacation should notify the payroll supervisor at least twenty (20) days in advance of his/her last working day.

d. If an employee terminates his/her service or takes an extended leave of absence, he/she will receive full pay for all accumulated annual vacation which he/she has not taken. All unused vacation time shall be paid at the employee's regular straight time base rate of pay when the employee terminates his/her employment. Vacation time on the books, if an employee dies while working for the District, will be paid to his/her estate.

e. Employees may accrue untaken vacation leave for up to fourteen months from the end of the year in which it originated. After fourteen months, the accrued time is forfeited.

J. Extended Leaves of Absence

1. Military leave without pay shall be granted to any covered employee who is called to active services as a member of the U.S. Armed Forces or who is in the Reserves or National Guard with no loss of employment rights.

2. Other leaves of absence may be granted without pay with no loss of any employment rights upon recommendation of the Superintendent.

Article XI - Holidays

The following dates, as shown on the official District calendar, shall be considered paid holidays for all full-time employees (full-time being defined as one who works 30 or more hours a week):

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day (year-round employees)
Labor Day
Columbus Day
Teachers' Workshop (November)
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

The following dates, as shown on the official District calendar, shall be considered paid holidays for all part-time employees who normally are scheduled to work on those days:

Memorial Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Article XII - Fringe Benefits

A. Health Insurance

Employees working thirty (30) or more hours per week, or who have worked for at least five (5) years and who work at least twenty (20) hours per week in the District shall be eligible for health insurance coverage self-insured through the City in the following plan:

Access Blue AB SOS 20/40/1KDED, RX 10/20/45 with $1,000 (Single), $2,000 (2-Person), $3,000 (Family) deductibles.

The Board shall pay eighty percent (80%) of the total premium and the employee shall pay twenty percent (20%) of the total premium.

The District may offer ABSOS 25/50/ 3k Ded with the employer contribution rate of 80% or greater as a pilot offering for the 2025-2026 school year and may continue in subsequent years. The parties agree that RFT will be notified by the District at least 30 days before open enrollment of its intention to continue the plan in subsequent school years.

Employees working less than (20) hours per week OR those who work less than (30) hours per week and have worked (4) years or less in the District, may purchase health insurance at their own expense through the District.

B.

1. The employee share of premiums shall be paid by the individual paraeducator through payroll deductions.
2. Available coverage and claims procedures shall be reported annually to covered employees.
3. The District shall offer employees the option to enroll a domestic partner in the medical and dental plans offered to bargaining unit members, provided the employee and their domestic partner complete and submit the forms provided by the medical benefits provider to establish their eligibility for insurance.
4. Pre-Tax Flexible Spending Plan

The District shall allow employees to enroll in a so-called Section 125 Flexible Pre-Tax Spending Benefits Plan. This plan may be administered by a vendor hired by the District, and shall follow all applicable Federal and State rules and regulations. The District shall pay the administrative fees.

C. *Dental Insurance*

Bargaining unit members shall be eligible for dental insurance coverage under the same plan granted to the RFT Teachers Bargaining Unit with the following conditions regarding eligibility and payment of premiums:

1. Tier 1 employees may purchase dental insurance at their own expense through the District.
2. Tier 2 employees shall be eligible for dental insurance benefits, but the Board will pay fifty percent (50%) of the premium paid by the Board for Tier 3 employees.
3. Tier 3 employees will be eligible for dental insurance as provided in the contract with RFT for full-time teachers.
4. Additional or expanded dental benefits will be provided as plan options with the employee paying the increased cost in premiums above the 100% single person (Plan V) District paid benefit.

D. *Life Insurance*

All full-time employees shall be provided at no cost to the employee with a $5,000 life insurance policy effective on the same date health insurance coverage becomes effective.

E. *Workshop Reimbursement*

The Board will pay 100% of the costs of approved workshops up to a maximum per covered employee per school year of three-hundred twenty-five dollars ($325) effective July 1, 2020. Workshops shall be approved in advance by the Superintendent. Reimbursement shall be made within thirty (30) days of submission of a certificate of successful completion of the workshop. The Board agrees to pay the costs of all workshops required by it if the affected employee has already exhausted his/her allotment.

Upon receipt of proof of certification from the State of New Hampshire, the District shall reimburse up to $325 towards the cost of certification fees and costs related to certification required by the New Hampshire Department of Education such as fingerprinting and criminal background check. This amount shall be deducted from the paraeducator's annual $325 allowance for workshops.

If the approved workshop occurs on a scheduled work day for the employee or if the Board requires the employee to attend a workshop on a non-scheduled day, the employee will be paid his/her regular or overtime rate, as appropriate, in addition to the reimbursement for workshop costs.

F. *Course Reimbursement*

The District agrees to provide the annual sum of twenty-five thousand dollars ($25,000) to reimburse tuition cost for courses which, in the opinion of the Superintendent or designee, are both job-related and of benefit to the District. Distributions will be made in three approximately equal sums each year, to coincide with Fall, Winter and Summer college semesters, and shall be on a first-come/first- served basis to all bargaining unit members who are in active employment and who make application for the benefits and who have received the prior approval of the Superintendent. Approval for more than one (1) course per year shall be considered and approved only after all first-time applications for that contract year have been granted, with the exception of those Paraeducators enrolled in an approved degree program. Paraeducators enrolled in a degree program may have a maximum dollar amount approved equal to the cost of eight (8) credit hours from Granite State College. Payment will be made on the furnishing of written evidence of satisfactory completion of the course with a grade of B- or better. In the event an employee receiving education reimbursement under this Article leaves the employ of the District on a voluntary basis within one year of completing the course, the tuition reimbursement paid to the employee by the District will be deducted from the employee's last paycheck at separation. Employees may not utilize these funds during their first year of employment.

The parties agree to form a labor-management committee to explore the possible pathways for paraeducators to become certified teachers for the Rochester School District. Parties will strive to create a Memorandum of Understanding regarding the ability of paraeducators to utilize available resources to obtain their educator certification for purposes of obtaining employment as a teacher in the Rochester School District.

G. *Annual State Conference*

A reasonable number of paraeducators and secretaries, but not greater than five (5) for each group: paraeducators and secretaries will be permitted to attend annual AFT or AFT-NH paraeducator or secretarial conferences. In lieu of the aforementioned AFT or AFT-NH conferences, up to five (5) secretaries may be permitted to attend the annual New Hampshire Association of Educational Office Professionals (NHAEOP). Approval for attendance will be distributed as equally as reasonably possible among the schools and buildings in the district to minimize the need for substitutes in any single building.

Upon the prior approval of the Superintendent, employees shall be permitted to attend

relevant training provided on teacher workshop days and receive his/her regular daily rate of pay.

Article XIII - Grievance Procedure

A. Definition

A grievance is a claim by any covered employee or group of covered employees that there has been a misinterpretation or violation of any provision or practice of this Agreement.

B. General Provisions

1. All time limits specified in this article shall mean school days. Time limits indicated hereunder, are maximum unless extended by mutual agreement.
2. All such agreements to extensions must be in writing. Grievances pending at the end of the school year shall be resolved expeditiously and prior to the end of the contract year unless deferred by mutual agreement.
3. The Board shall have the right to representation of its own choosing.
4. The individual grievant shall have the right to representation of his or her own choosing excluding representation by a member, an agent or an employee of any other employee organization.
5. A grievance will be heard other than during the covered employee's normal teaching day or hours.
6. The Board and/or the covered employee will make available upon request such records or other documents which the aggrieved and the Board agree are pertinent to the processing of the grievance.
7. All documents, communications and records dealing with the processing of the grievance shall be filed separately from the regular personnel files.
8. Failure at any Grievance Level to communicate the decision within the specified time limits to the grievant(s) or the Federation President will result in proceeding to the next level.
9. A grievance may be submitted directly to the level having adequate authority to resolve the issue grieved.

C. Grievance Procedure

Informal Level

Before beginning the grievance procedure at Level 1, the covered employee shall discuss the problem with the individual concerned and try to resolve the conflict.

In order to encourage and allow the resolution of grievances at the informal stage, a grievant will be granted 15 days from the date of the action or from the grievant's first knowledge of the action or condition on which the grievance is based to present the formal grievance at Level 1.

Level 1 - Principal or Supervisor

A grievant with a grievance shall present it on Form A - Grievance, Schedule 5, to his immediate supervisor who shall respond to said grievance and provide the rationale for his decision in writing within 5 days.

Level 2 - Superintendent

If the grievance has not been resolved to the satisfaction of the grievant(s) and the Federation, the covered employee or the federation may within 10 days of receipt of the decision at Level 1 present it in writing to the Superintendent. Within five (5) days after receiving a grievance, the Superintendent shall meet to resolve and respond to the grievance with the grievant and the Federation's representative(s). The superintendent shall respond to said grievance and provide the rationale for his decision within 10 days following the submission at Level 2.

Level 3 - School Board

If the grievance is not resolved to the satisfaction of the grievant(s) and the Federation, the grievant(s) or the Federation may, within 10 days of receipt of the decision at Level 2, submit the grievance in writing to the Board. Within 10 days after the receipt of the grievance a majority of the Board shall meet with the grievant(s) for the purpose of hearing the arguments of the parties involved. Within 8 days after said meeting the chairman of the Board shall respond to said grievance and provide the rationale for the Board's decisions.

If the grievance is not resolved to the satisfaction of the Federation at Level 3, the Federation may within 15 days of receipt of the decision submit the grievance to arbitration for a final and binding resolution.

Arbitration

Arbitration shall be conducted through an impartial Arbitrator selected in accordance with the Voluntary Rules of the American Arbitration Association.

1. Either party may, if it desires, be represented by counsel.

2. Hearings and post-hearing activities shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the Arbitrator shall be the final and binding.

3. A request for arbitration shall state in reasonable detail the specific nature of the dispute and the remedy requested. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the Arbitrator.
4. The Arbitrator shall issue his/her decision not later than 30 days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the Arbitrator. The decision shall be in writing and shall set forth the Arbitrator's opinion and conclusion on the issue submitted. The decision of the Arbitrator shall be final and binding. Both parties agree that the Arbitrator's decision shall not represent a precedent.

5. Both parties agree that the Arbitrator shall be prohibited from modifying or adding to this Agreement.

6. The costs of the arbitrator shall be paid as follows:
   a. The Board and the Federation shall each pay one-half of the cost of the arbitrator for each of the first three (3) arbitrations during each contract year;
   b. In subsequent arbitrations, the loser will pay sixty percent (60%) of the costs and the winner pay forty percent (40%) of the costs for the arbitrator.

Article XIV - Entire Agreement

A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the Board and the Federation for the duration of this Agreement, each waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

B. No covered employee shall, as a result of the execution of this agreement, suffer the loss or reduction of any benefit now enjoyed by him/her. Benefits are to be defined as those practices having been conducted with the knowledge and authority of the employer.

Article XV - Negotiations Procedure

A. The parties agree to bargain in compliance with RSA 273:A.

B. This Agreement constitutes notice to the Rochester School Board of the Federation's intent to negotiate for a successor agreement. It is agreed that negotiations will begin no later than March 15 in the final year of the contract.

Article XVI - General Provisions

A. Copies of the Agreement

The Board agrees to provide copies of this Agreement to all new employees upon their hiring. The agreement will be posted on the district and the federation website.

B. Existing Laws and Regulations Preserved

The rights and benefits of persons provided herein are in addition to those provided by State or Federal law, rule or regulation, including without limitation all applicable continuing contract, pension, or education laws and regulations.

C. School Board Policies

1. This Agreement constitutes School Board policy for the term of said Agreement, and the School Board shall carry out the commitments contained herein and give them full force and effect as School Board policy. The Board shall amend its regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.

2. All rules and regulations governing covered employees shall be interpreted and applied equitably throughout the District.

D. Saving Clause

If any provision of the Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, laws, ordinances and regulation of the United States of America and the State of New Hampshire, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision.

E. PELRB Filing

The Board agrees to provide the PELRB with a copy of this Agreement within fourteen (14) days of its execution in accordance with PUB 207.02(b).

IN WITNESS WHEREOF, the parties have hereto executed this Agreement this 5th day of August, 2026.

Rochester Federation of Teachers

Erin Saucier, President

Rochester School Board

Matt Pappas, Chairman

Appendix A

Rochester School District

Dues Deduction Authorization Form

Name _____

I hereby authorize the Rochester School District to withhold from my salary, Federation dues in an amount to be certified by the Treasurer of the Rochester Federation of Teachers, acknowledging that the amount of dues may increase at times subsequent to the authorization, and this authorization shall be a continuing authorization for such dues deductions.

The sums thus to be deducted over the period of one year, (twenty-two pay periods, twenty-six pay periods, or other arrangement as permitted by the Master Agreement) are hereby assigned by me to the Rochester Federation of Teachers, and are to be remitted by the Rochester School Department to the Treasurer of the Federation. Having done so, the District shall be held harmless from any claim(s) in connection with the provisions of this authorization and Master Agreement terms. It is further agreed that the District assumes no financial liability except to forward, on a monthly basis, those funds which have been properly authorized and deducted the last day of the preceding month.

This authorization and assignment shall continue in full force and effect from year to year unless I notify the Office of the Superintendent and the Rochester Federation of Teachers' Treasurer in writing between June 1 and September 1, to cease deductions for the coming year.

Signature: _____ Date: _____
Home Address: _____
City: _____ State: _____ Zip: _____
Phone # Home: (preferred Y/N) (____)_____ Text Allowed Y/N
Cell: (preferred Y/N) (____)_____
Employee #:_____ School: _____
Position:_____
Home E-Mail: (preferred) Y/N)_____
School E-Mail: (preferred Y/N)_____
Please check position below:
Teacher: _____ Paraeducator/SLA/OTA/PTA: _____Secretary: _____Food Service: _____
Dues: Full_____ Half_____ Quarter_____
Actively recruited by: _____

Once completed, this form must be sent directly to the Federation Treasurer.

For Office Use Only:
Date Received: _____ Copies sent to:
Vice Pres._____ Date_____ Central Office_____ Date_____
Copies sent to: Vice-President _____ Date: _____
Date first dues deducted_____ AFT Connect Entry Date_____

APPENDIX B
Wage Grid
2026-27

2026-2027				
Years of Exp	Secretary	Para	Para 2/LNA	Intensive SPED
0	$19.42	$16.61	$18.00	$19.75
1	$19.81	$16.76	$18.36	$20.15
2	$19.90	$16.91	$18.73	$20.55
3	$20.09	$17.06	$19.10	$20.96
4	$20.47	$17.21	$19.48	$21.38
5	$20.84	$17.36	$19.87	$21.81
6	$21.22	$17.51	$20.27	$22.24
7	$21.60	$17.66	$20.68	$22.69
8	$21.97	$17.81	$21.09	$23.14
9	$22.35	$17.96	$21.51	$23.60
10	$22.92	$18.11	$21.54	$24.08
11	$23.49	$18.26	$22.17	$24.56
12	$24.05	$18.41	$23.40	$25.55
13	$24.61	$18.56	$24.10	$26.06
14	$25.17	$18.71	$24.77	$26.58
15	$25.74	$18.86	$25.07	$27.11
16	$26.66	$19.01	$26.01	$27.95
17	$27.22	$19.16	$27.68	$29.51

APPENDIX B (continued)
Wage Grid
2027-28

3.25%

2027-2028				
Years of Exp	Secretary	Para	Para 2/LNA	Intensive SPED
0	$20.05	$17.15	$18.59	$20.39
1	$20.45	$17.30	$18.96	$20.80
2	$20.55	$17.46	$19.34	$21.22
3	$20.74	$17.61	$19.72	$21.64
4	$21.14	$17.77	$20.12	$22.07
5	$21.52	$17.92	$20.52	$22.52
6	$21.91	$18.08	$20.93	$22.96
7	$22.30	$18.23	$21.35	$23.43
8	$22.68	$18.39	$21.78	$23.89
9	$23.08	$18.54	$22.21	$24.37
10	$23.66	$18.70	$22.24	$24.86
11	$24.25	$18.85	$22.89	$25.36
12	$24.83	$19.01	$24.16	$26.38
13	$25.41	$19.16	$24.89	$26.91
14	$25.99	$19.32	$25.57	$27.44
15	$26.58	$19.47	$25.89	$27.99
16	$27.53	$19.63	$26.86	$28.86
17	$28.10	$19.78	$28.58	$30.47

APPENDIX B (continued)
Wage Grid
2028-29

3.25%

2028-2029				
Years of Exp	Secretary	Para	Para 2/LNA	Intensive SPED
0	$20.70	$17.71	$19.19	$21.05
1	$21.12	$17.87	$19.57	$21.48
2	$21.21	$18.03	$19.96	$21.91
3	$21.42	$18.19	$20.36	$22.34
4	$21.82	$18.35	$20.77	$22.79
5	$22.22	$18.51	$21.19	$23.25
6	$22.62	$18.67	$21.61	$23.71
7	$23.03	$18.83	$22.04	$24.19
8	$23.42	$18.99	$22.48	$24.67
9	$23.83	$19.15	$22.93	$25.16
10	$24.43	$19.31	$22.96	$25.67
11	$25.04	$19.47	$23.64	$26.18
12	$25.64	$19.63	$24.95	$27.24
13	$26.24	$19.79	$25.70	$27.78
14	$26.83	$19.95	$26.40	$28.34
15	$27.44	$20.11	$26.73	$28.90
16	$28.42	$20.27	$27.73	$29.80
17	$29.02	$20.43	$29.51	$31.46

APPENDIX C
Intensive Special Education Para

JOB TITLE: Intensive Special Education Para
REPORTS TO: Director of Student Services or their Designee
LOCATION: Rochester School District - Rochester, New Hampshire

Job Summary

The Intensive Special Education Para provides specialized instructional and behavioral support to students with significant disabilities, including those who may demonstrate intensive behavioral needs or engage in unsafe behaviors. This role requires a high level of skill, consistency, and collaboration to ensure a safe, supportive, and inclusive learning environment. The Intensive Special Ed Para works under the direction of certified special education staff and may be assigned to different school sites based on student needs. The Intensive Special Ed Para works under the direct supervision and daily direction of a certified special education teacher.

Duties and Responsibilities

1. Provide direct one-on-one and small group support to students with intensive special education needs.
2. Implement individualized education programs (IEPs), behavior intervention plans (BIPs), and instructional strategies as directed by licensed staff.
3. Support students in developing communication, social, behavioral, and daily living skills.
4. Safely respond to and de-escalate challenging or aggressive behaviors using approved crisis intervention techniques.
5. Assist in maintaining a safe and structured learning environment for all students.
6. Collect, record, and report student data accurately and in a timely manner, in alignment with IEP goals and district procedures.
7. Collaborate with teachers, specialists, and related service providers to support student success.
8. Support students with personal care needs as required.
9. Maintain confidentiality and demonstrate professionalism in all interactions.
10. Implement services and supports as outlined in the student's IEP to ensure access to a free appropriate public education (FAPE).
11. Follow all district policies and procedures related to student safety.
12. Perform other duties as assigned by the Director of Student Services or designee.

Job Specifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities, who are otherwise qualified, to perform the essential functions.

Minimum Qualifications:

- Hold or be eligible to hold NHDOE Paraeducator II certification (or higher), consistent with district requirements for an Intensive Special Education Paraeducator role.

- Completion of District-required training, including Special Ed 101 and Special Ed 102 courses.
- Current certification in Crisis Prevention Institute (CPI) training or willingness to obtain and maintain certification.
- Ability to remain calm and effective in high-stress situations.
- Strong communication, teamwork, and problem-solving skills.
- Physical ability to support students, including lifting, positioning, and implementing safety interventions when necessary.

Work Conditions & Expectations:

- Position may be reassigned or transferred between schools based on student needs.
- This role involves working closely with students who may exhibit aggressive or high-risk behaviors.
- This position is not intended to serve as a substitute for classroom teachers and will remain assigned to student support responsibilities.
- This role involves working closely with students who may demonstrate intensive behavioral, emotional, or safety-related needs.

Schedule & Benefits:

- Minimum of 32.5 hours per week (school-year position)
- Benefits-eligible position
- Opportunities to apply for scholarships and career pathways toward becoming a certified special education teacher.

Compensation, Work Day, And Work Year:

- In accordance with the Paraeducators' collective bargaining agreement.

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