



# **MASTER AGREEMENT**

BETWEEN THE

**BARRINGTON PARAPROFESSIONAL  
ASSOCIATION, NEA-NH**

AND THE

**BARRINGTON SCHOOL BOARD  
SAU # 74  
BARRINGTON, NEW HAMPSHIRE**

**AUGUST 15, 2012  
TO  
AUGUST 14, 2015**

BARRINGTON PARAPROFESSIONAL ASSOCIATION, NEA-NH  
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## **ARTICLE I: RECOGNITION**

The Barrington Paraprofessional Association, NEA-NH is hereby recognized as the exclusive representative for paraprofessional employees as specified in the State of New Hampshire Public Employee Labor Relations Board certification, PELRB Decision No. 2007-134, dated September 14, 2007. The term "employee" when used hereinafter refers to regular and special education paraprofessionals, speech language assistants, certified occupational therapy assistants, and nurse assistants. Excluded from this agreement are tutors, student monitors (lunch/recess/bus), and behavior coaches. The term "Association" refers to the Barrington Paraprofessional Association, affiliated with NEA-NH and the National Education Association.

## **ARTICLE II: MANAGEMENT RIGHTS**

The Barrington School Board as a statutory branch of the New Hampshire State Board of Education is the legal entity endowed with the powers and duties to effectively operate the public schools. The Board retains, subject to the language of the Agreement, all powers, rights, and authority vested in it by laws, rules, and regulations including but not limited to, the right to make and amend School Board policy; manage and control school properties and facilities; select and direct personnel; determine, manage, and control the school curriculum; relieve employees from duties for cause; take such action as it deems necessary to maintain efficiency in the operation of the school system; and determine the methods, means, and personnel by which the functions of the school district will be performed. It is mutually agreed that all matters of managerial policy within the exclusive prerogative of public employer or confided exclusively to the public employer by statute or regulations adopted pursuant to statute shall not be subjects for negotiation purposes and as defined and provided for RSA 273A:1, XI.

## **ARTICLE III: ASSOCIATION PRIVILEGES**

### **A. Building Use**

The Association may upon prior notification of the Principal, use the school buildings at reasonable hours for meetings providing they do not interfere with the operation of the school or its activities.

### **B. Dues Deduction**

The Board agrees to deduct membership dues of the Association upon proper written notification and authorization by the employee on the basis that the employee may withdraw at any time upon thirty (30) calendar day written notice and the Board is held harmless for any disputes concerning the deduction of Association dues.

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C. Notices

The Executive Board of the Association may place notices, circulars, and other material in the employees' mailboxes provided that such material shall not relate to any state, local, or national political matter or any partisan political election material. Any such material must be submitted to the building principal in advance. The Association shall ensure that the material is not slanderous, libelous, or in any way harmful to the school, its staff, or other individuals or groups. All materials will be in good taste. A space on bulletin boards or other areas usually used for notices in each school shall be available for posting copies of BPA notices, articles, and communications.

D. Telephone Calls

Designated representatives of the Association shall be allowed to receive telephone calls concerning Association business during school hours, when they are not in the classroom or supervising students.

E. Equipment Use

The Association may, upon approval of the Principal, use school equipment including projection equipment, copiers, and any other duplicating equipment, computers/email, fax machines, and telephones after school hours or during non-duty periods when such equipment is not otherwise in use. The Association shall pay for the full costs of all materials and supplies and phone calls using a separate BPA code incidental to such use.

## ARTICLE IV: WORKING CONDITIONS

A. Hours

1. The workweek for paraprofessionals shall normally be 35 hours.
2. No employee shall be expected to work outside her/his contracted hours. All completing of forms, preparation of materials, and other duties expected of paraprofessionals shall be completed during paid hours.
3. The workday shall begin no earlier than seven o'clock (7:00) a.m., and shall conclude no later than four o'clock (4:00) p.m.
4. Authorized overtime shall be paid in accordance with New Hampshire law. Overtime may only be "authorized" by the building principal and/or the superintendent. No other District employee is permitted to authorize overtime for an employee.

B. Work Year

Employees shall be contracted to work one hundred eighty (180) instructional days plus two (2) additional days, the day before the first student day and the other day to be determined by the administration. Workshop topics shall be selected from suggestions solicited from paraprofessionals. The additional workshop days shall be scheduled before the fiscal year begins.

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C. Holidays

Employees shall receive the following four (4) paid holidays: Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day.

D. Substitute Teaching

Paraprofessionals may substitute for members of the professional staff on a volunteer basis and with the permission of the building principal or assistant principal. Employees shall be paid an additional \$4.00 per hour when substituting. An employee shall be considered to be a substitute when s/he assumes the duties of a professional employee for a minimum of fifteen (15) consecutive minutes. An employee shall be compensated at the rate of \$1.00 extra for each fifteen (15) consecutive minutes worked in this role. An employee who volunteers to serve as a substitute teacher for a full day will be compensated at the rate of \$28.00 extra for that day.

E. Duty-Free Lunch

Employees will be provided a paid twenty-five (25) minute duty-free lunch except in the case of an emergency.

F. Probationary Period

A forty-five working-day probationary period will be in effect for all new employees. Probationary employees receive benefits under the contract, however, the probationary employee will not be entitled to any paid leave during the first twenty (20) work days of employment or any professional development funds unless required to attend a workshop/conference by the Superintendent. The Board reserves the right to terminate probationary employees without the protection of this agreement. The Superintendent may grant any exception to this section of this agreement.

G. Vacancies

1. A vacancy shall be defined as a newly created position or a present position that is not filled. All vacancies shall be posted internally, in a conspicuous place in each building of the District for a period of ten (10) work days, before being advertised externally. Interested employees may apply to the Superintendent within the ten day posting period. The 10-day posting period may be shortened by mutual agreement of the Association and the District.
2. The Board shall post vacancy notices in the SAU building during the summer and mail a copy to the Association president. All vacancies will be filled by the best qualified applicant.

H. Transporting Children

Employees shall not be required to transport children in motor vehicles. An employee who does agree to transport children must complete the New Hampshire Department of Motor Vehicles records check before transporting students. This must be done at least once each school year. The cost of this records check will be borne by the District.

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I. Meetings

As integral and respected members of the school's educational staff, paraprofessionals may attend before or after school meetings that are not part of his/her regular workday. In order to be compensated for his/her time the building principal or assistant principal must authorize attendance in advance of the meeting. In these cases the paraprofessional will be paid his/her regular hourly rate based upon fifteen (15) minute increments.

J. Personnel Files

1. Upon receipt of a written request, the District shall provide an employee with a reproduction of any material in his/her file within a reasonable length of time, not to exceed five (5) working days. All costs associated with reproducing of these documents will be determined by District policy and shall be paid by the employee making this request.
2. Any employee shall have access to his/her files or records maintained in the school district within two (2) working days. No unofficial files shall be kept by the principal or assistant principal on any employee, except for those related to classroom observation.
3. No material derogatory to an employee 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 the material by affixing his/her signature to the copy to be filed with the express understanding that such a signature in no way indicates agreement with the contents thereof. The employee also shall have the right to submit a written answer to such material. His/her answer shall be reviewed and signed by the Superintendent or his/her designee, a copy shall be given to the employee, and a copy shall be placed in the employee's personnel file.
4. An employee may indicate those materials in the employee's file that the employee believes to be obsolete or otherwise inappropriate to retain. Only with Superintendent approval may such materials be removed.

K. Discipline

1. School Board Hearings: No employee shall be required to appear before the Board for disciplinary reasons unless the employee has been given prior written notice of three (3) calendar days of the reason for such a meeting or interview. In the event of such a required meeting, the employee shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting.
2. Right to Representation: An employee may have a representative of the Association present when s/he is being disciplined for any infraction of rules or any delinquency in professional performance, or when an employee is required to attend a meeting that might result in disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present with the exception of gross misconduct. All information forming the basis for disciplinary action will be made available to the employee, and, if requested, to the Association upon written permission from the employee.
3. Guidelines: All discipline will be progressive (i.e. verbal, written, suspension, termination) and designed to correct the employee's behavior. An employee will

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only be disciplined for violating a rule or rules that the employee could be reasonably expected to know about. Discipline shall be administered only after the incident has been investigated and said investigation has produced definitive evidence that an infraction has occurred. All disciplinary actions shall be applied even-handedly and shall be consistent with the infraction. Due process shall be accorded to both the District and the Association in disciplinary matters.

L. Evaluation

1. All employees will be evaluated at least once annually during the employee's first three years of employment, and at least once every three years thereafter.
2. No written report shall be submitted to the Superintendent, placed in the employee's file, or otherwise acted upon without prior notification of the employee involved.
3. Any complaint regarding an employee made to any member of the Administration by a parent, student, or other person shall be investigated promptly. The employee involved shall be given an opportunity to respond and to meet with persons making the complaint in order that he/she may rebut the complaint. If a person making the complaint refuses to participate in this procedure any and all references to the complaint shall be removed from the employee's file. The employee shall acknowledge that he/she has had the opportunity to review such complaint 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 also shall have the right to submit a written answer to such material and his/her answer shall be reviewed and signed by the Superintendent or his/her designee, and a copy given to the employee.
4. A copy of the employee evaluation policy and procedure will be maintained in the Principal's office and copies will be available to employees upon request. In the event of changes in the policy or procedure, employees will be notified and copies of such changes will be made available through the Principal's office.

M. Part-Time Employment

1. Part-time employees shall receive all benefits provided to full-time employees, pro-rated in proportion to the employee's full-time equivalency (FTE). For the purposes of this section, benefits include professional development, insurances, etc.
2. Paid and unpaid leaves shall be available to part-time employees under the following terms: They will be entitled to the same number of days, but the length of the day will be pro-rated to the employee's regular work day. For example, if an employee's regular work day is 3 hours and the employee uses a sick day, the employee will be compensated for 3 hours of work.
3. An employee's full-time equivalency shall equal the contracted weekly hours divided by thirty-five (35).

N. Issuing of Contracts

The District shall issue contracts to continuing employees on or before May 15.

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O. Child Restraint

Paraprofessionals may be required to become certified in child restraint at District expense. Employees not certified in child restraint shall not be required to physically restrain students. If an employee is physically unable to restrain children, as certified in writing by a physician, the District will not require the employee to receive said training.

P. Substitute Paraprofessionals

1. Every effort shall be made to hire substitutes to fill in for paraprofessional whenever a bargaining unit member is on an approved leave of absence. Substitutes shall not be entitled to the rights defined in articles VI, VII, VIII, IX, and X of the Agreement.
2. Substitutes shall not be used to augment the workforce. Therefore, any substitute employed in a paraprofessional position for more than thirty-five (35) consecutive school days (except to cover an approved leave of absence) shall become a bargaining unit member, entitled to the full rights and outlined in the remainder of this Agreement. Such an employee will begin his/her probationary period upon becoming a bargaining unity member.

## **ARTICLE V: GRIEVANCE PROCEDURE**

A. Definitions and Procedures

1. A "Grievance" shall mean a claim by an employee or group of employees that there has been a violation, misinterpretation, or misapplication of any provision of the contract.
2. A "Grievant" is a person or persons making the complaint or the Association except as limited in A-1 above.
3. The term "days" when used in this Article shall mean weekdays "Weekdays" are defined as "Monday through Friday" even if these days are holidays or vacation days. If a deadline falls on a holiday or vacation day, the deadline will be the next day that the SAU office is officially open.
4. A grievance shall be filed within fifteen (15) weekdays of the incident being grieved or within fifteen (15) days of the time the grievant should have known of the incident.
5. If a grievant does not proceed at any step within the stated time limit, the grievance is null and void.
6. Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall advance the grievance to the next level in the process.
7. Grievances shall be filed separately from the employee's personnel file.
8. An individual employee may present an oral grievance to his/her employer without the intervention of the Association. Until the grievance is reduced to writing, the Association shall be excluded from a hearing if the employee so requests; but any resolution of the grievance shall be consistent with the terms of the existing agreement between the parties.

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B. The Process

Level One: Principal

1. Any grievant may discuss the grievance with his/her immediate supervisor in an attempt to resolve the matter informally at this level.
2. If the matter is not resolved to the satisfaction of the grievant, s/he shall present a written grievance to the principal within five (5) days of the informal meeting. The grievance shall specify:
  - a. The nature of the grievance.
  - b. The provision of the contract that is claimed to have been violated.
  - c. The remedy requested.
3. Within five (5) days of receipt of the grievance, the principal shall communicate his/her decision, in writing, to the grievant.

Level Two: Superintendent

1. If the decision of the principal does not resolve the grievance to the satisfaction of the grievant he/she may, within ten (10) days after receipt of the decision, appeal the principal's decision to the superintendent. The appeal must be in writing and must include all written matter submitted to the principal as specified above.
2. The Superintendent shall meet with the grievant within ten (10) days of receipt of the grievance in an attempt to resolve the matter. The Superintendent shall communicate his/her decision specifying the reasons upon which the decision is based in writing to the employee and to the Association within ten (10) days after the meeting.

Level Three: School Board

1. If the Superintendent's decision does not resolve the grievance to the satisfaction of the grievant, he/she may, within five (5) days of receipt of the answer in *Level Two*, appeal the decision to the School Board. The grievant shall have the right to appear before the Board to present evidence and argument for the Board's consideration.
2. The decision of the Board shall be made and transmitted to the grievant in writing specifying the reason no later than twenty (20) days from the time of appearance before the Board.
3. The decision of the Board shall be the final ruling at the District level.

**ARTICLE VI: PROFESSIONAL DEVELOPMENT**

A. Payment

The District will pay all costs associated with fulfilling the District's paraprofessional staff development plan.

B. Workshops and College/University Courses

1- Terms of Payment

Employees enrolling in credit courses from accredited institutions shall be compensated for their expenses provided:

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- a. Approval from the Principal is sought and given prior to registration for the course.
  - b. The course is related to the paraprofessional\_Staff Development Plan.
  - c. The employee receives a grade of 'B' or above in a graded course or a grade of 'Pass' in a Pass/Fail course (employees must elect to receive a grade as opposed to Pass/Fail, if such a choice exists).
  - d. The employee presents proof of completion of the course.
  - e. The total compensation for courses during the contract year including registration fees and materials does not exceed an amount of money equal to seventy-five percent (75%) of the in-state tuition cost of four (4) undergraduate credits at UNH as of September 1 of the contract year for which reimbursement is being requested.
- 2-If an employee chooses not to enroll in a credit course from an accredited institution, the District will pay up to \$250 to attend workshops. Written proof of completion of all compensated workshops is required.
- 3-The District will pre-pay for courses and workshops if the employee provides at least fourteen (14) days notice. If an employee does not provide at least fourteen (14) days notice, the district will reimburse the employee for workshop expenses. The employee is responsible for completing all necessary paperwork associated with professional development, and in a timely manner.
- 4-In the case of a college/university course, if the employee does not receive a grade of 'B' or above or 'Pass' in Pass/Fail course or does not provide written proof of completion of a workshop, the employee will be required to reimburse the District for the District's cost of the course. This reimbursement will be on a mutually agreed schedule. An exception to this policy will be for summer workshops or courses, the financing of which will remain on a reimbursable basis upon the employee's resumption of duties in September.
- 5-The maximum amount of funds available annually to implement this Article of the contract shall not exceed \$12,000.
- 6-No more than three courses shall be approved for funding before June 1; the remaining funds will remain available for workshop reimbursement. If, on June 1, professional development funds remain unspent, those funds be divided evenly among the others who applied for, and were approved for reimbursement. Reimbursement for courses shall not exceed the amount in (1)(e) above.

## **ARTICLE VII: WAGES**

### **A. Wages**

1. No employee's regular hourly rate shall be reduced as a result of this agreement.
2. The wage schedules are included as Appendix A.
3. For those employees whose wages are "frozen" due to previous placement on the wage scale, they will receive a Cost of Living Adjustment (CPI-U Boston) for each year of this agreement until they reach their proper place on the wage matrix.
4. New employees shall be placed at the proper step and track of the wage schedule according to the following guidelines: Employees shall receive full previous experience credit for years worked as a paraprofessional or professional in a public

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- school, three-quarters credit for years worked as a paraprofessional or professional in a private school, and one half credit for years worked in a child care facility. Other work experience shall be considered on a case-by-case basis and shall be determined by the superintendent and communicated in writing to the Association president.
5. Employees will be paid for hours worked during a two-week period.
  6. The following are acceptable deductions to be made from paychecks: union dues, three mutually identified credit unions or banks, and up to six mutually identified annuity/insurance companies.
  7. An employee shall be raised to a new wage track upon earning the appropriate degree or credits. The employee shall submit proof of eligibility to the Superintendent in writing before the track is changed. The employee will be raised to the new wage track within thirty (30) days of the receipt of employee's proof of eligibility.
  8. For the purpose of wage schedule, employees serving more than one-half (1/2) of her/his contracted days will be given credit for one (1) year of service.

**B. Retirement Severance**

1. The definition of "retiring employee" for the purposes of this contract shall be a employee who either:
  - a. Has fifteen (15) years service to the Barrington School District and
  - b. has notified the Board of his/her intent to retire, provided that such notification is to be in writing and is received by the Board prior to December 1 of the employee's final school year;

or

  - a. has ten (10) or more years of service to the Barrington School District,
  - b. is eligible to receive retirement benefits from the New Hampshire Retirement System, and
  - c. has notified the Board of his/her intent to retire, provided that such notification is to be in writing and is received by the Board prior to December 1 of the employee's final school year.

An employee who has been incapacitated due to a physician-certified disability caused by illness or injury shall also be considered a "retiring employee," and the December 1 notification requirement will be waived.

2. The District will pay any retiring employee \$2,000 plus \$100 for each year of service to the Barrington School District. The District will make said payment in the employee's last pay period prior to retirement.

## **ARTICLE VIII: INSURANCE**

**A. Medical Insurance**

1. The District will pay the percentages stated below of the health insurance premium for a single membership in one of the three New Hampshire Municipal Association Plans (Comp 500, Blue Choice, or Matthew Thornton).

Comp 500	85%
Matthew Thornton	100%
Blue Choice	90%

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For those individuals who are eligible for either two-person or family health insurance coverage, the District will pay \$1,500 per full-time employee per year toward the cost of that additional insurance premium.

All plan options include the \$10/\$20/\$30 mail-in prescription program. The Blue Choice option is the 3 Tier Plan with \$10 Office Visit Co-Pay.

Neither the carrier nor the plans will be replaced without the mutual agreement of the parties.

2. Electing to opt-out: Any covered employee may elect to opt-out of the District health insurance plan for twelve consecutive months (September 1 through August 31) and receive an annual lump sum payment. The annual lump sum payment shall be \$1,000. This amount will be paid to the employee during December of the contract year. The employee must inform the District in writing before August 15 in order to be eligible for the opt-out provision and provide evidence that the employee is covered by other applicable health insurance coverage.

Should an employee request to add insurance through the District after a buyout has been paid to the employee, any insurance buyout funds previously paid to the employee shall be reimbursed to the district through payroll deductions during that contract year on a schedule that shall be mutually agreed upon by the district and the employee.

3. Annually, a committee formed of two (2) members of each: the Barrington Paraprofessional Association, NEA-NH; the Barrington Education Association, Inc.; District Administration/Directors; and one (1) representative of the Town of Barrington shall meet to review health insurance costs, benefits, and potential savings. Any union or District representative may veto any proposed health insurance changes during the review process.

Should an employee request to add insurance through the District after a buyout has been paid to the employee, any insurance buyout funds previously paid to the employee shall be reimbursed to the district through payroll deductions during that contract year on a schedule that shall be mutually agreed upon by the district and the employee.

B. Dental Insurance

Employees will be provided the opportunity to purchase dental insurance through the District. The employee will pay the full cost of the insurance premium.

C. Long Term Disability

The District will provide each employee with long-term disability insurance which will pay sixty percent (60%) of the employee's annual wages for the full period of disability. Wage replacement shall begin after all accumulated sick leave has been used or ninety

(90) calendar days elapse after the onset of the disability, whichever is greater. The maximum monthly benefit will be \$3,000.

D. Term Life Insurance

The District will provide term life insurance in the amount of \$25,000 for each covered employee.

E. Worker's Compensation

The Board will pay the difference, up to 100%, of the employee's regular compensation and the amount paid under Worker's Compensation.

F. Flexible Spending Account

The District will create an IRS Section 125 Flexible Spending Account Plan ("FSA"). These funds may be used to offset any medical, child care, or other expenses allowed by law. Employees will be allowed to voluntarily contribute by payroll deduction to the Section 125 Plan up to the limit allowed by law.

G. Retirement

The District will enroll in the New Hampshire Retirement System any employee who works thirty (30) hours or more per week.

## ARTICLE IX: LEAVES

A. Sick Leave

1. Employees will receive the following number of paid sick leave per contract year to be used for the sickness of the employee or the employee's dependent child or spouse. For all non-probationary employees, such sick leave benefits shall be available as of the first day of school.
2. For 2012-2013 each employee will receive nine (9) sick days, cumulative to forty-five (45) days for unused sick leave. For 2013-2014 each employee will receive ten (10) sick days, cumulative to fifty (50) days for unused sick leave. For 2014-2015 each employee will receive eleven (11) sick days, cumulative to fifty-five (55) days for unused sick leave.
3. Employees shall be given a written account of their accumulated sick leave during September of each year.
4. Upon leaving the district after ten (10) years of employment, employees shall be reimbursed for unused sick days at 25% of the employee's final daily rate. Upon leaving the district after twenty (20) years of employment, employees shall be reimbursed for unused sick days at 50% of the employee's final daily rate.
5. Sick Leave Bank: Employees may voluntarily choose to donate up to three (3) days of sick leave to a sick leave bank. Days donated to the bank may accumulate up to a total of ninety (90) days. Employees donating a sick leave day shall notify the district in writing by September 15<sup>th</sup> of each school year. Employees who have exhausted their sick leave and who donated a day to the within the past twelve (12) months may apply for additional sick days from the bank. An application for additional sick leave days shall be submitted

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to the superintendent. A committee made up of two (2) members of the Barrington Paraprofessional Association/NEA-NH and the superintendent of schools (or his/her designee) shall convene and review the application within ten (10) working days. The application shall note the number of sick days requested and the reason for the request. On unanimous agreement among the committee members, the application may be approved or denied, or additional information may be requested from the applicant. Unused days shall carry over from year to year.

B. Professional Leave

To help each employee develop professionally employees may be granted one (1) professional day for meeting the employee's Staff Development Plan, and/or the enhancement of the employee's career or professional standing.

C. Personal Leave

1. Employees may be granted, upon prior notice, up to three (3) days paid personal leave. Unused personal leave will not be carried over to the following school year. Such leave may be requested for urgent and compelling personal matters or emergencies that cannot be handled except during school hours.
2. Requests for personal leave must be submitted in writing to the Principal at least three (3) days in advance of the requested leave whenever possible.
3. Superintendent approval is required for personal leave used on consecutive school days or on days that extend a paid holiday. In either of these cases, the employee must provide general reasons to the superintendent. If the leave is denied, the superintendent will provide a written reason within five (5) school days.

D. Child Care Leave

1. The District shall grant unpaid leave of up to one (1) year, for either natural or adoptive parents.
2. Written notification of the intent to take such leave shall be made to the superintendent at least thirty (30) calendar days prior to the date on which the leave is to begin, except in cases of emergency. Child care leave notification shall also include the expected termination date of such leave.
3. At the conclusion of the leave, the employee shall be reinstated to the same, or to a comparable, position with no service credit granted for the time on leave.

E. Bereavement Leave

1. Employees shall be allowed up to five (5) days paid leave per death at the time of a death of a spouse, domestic partner, or child during the work year or within five days of the beginning of the work year.
2. Employees shall be allowed up to three (3) days paid leave per death at the time of a death of a parent, grandparent, grandchild, mother-in-law, father-in-law, brother, or sister during the work year or within five days of the beginning of the work year.
3. Additional days may be requested from the employee's personal leave or accumulated sick leave accounts.

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F. Jury Duty Leave

Employees shall be granted, upon request and notification, a leave for jury duty. During the period the employee is on jury duty, he/she will be paid the difference between jury duty pay and his/her normal school district pay. It is the employee's obligation to submit jury duty pay to the District when this leave section is utilized. No employee is entitled to both his/her normal school district pay and jury duty pay.

G. Extended Personal Leave

1. An employee may be granted a one (1) school year personal leave without pay.
2. A written request for such leave should be made to the Superintendent no later than March 1 of the year prior to the intended year of leave. (For example, an employee who wishes to be on leave for the 2008-09 school year must notify the Superintendent by March 1, 2008.)
3. An employee on extended personal leave shall notify the Superintendent in writing no later than March 1 of his/her intent to return the following year. If the employee does not meet the March 1 deadline in writing, he/she surrenders all rights and privileges to continuing employment the District.

## ARTICLE X: REDUCTION IN FORCE

A. Notice

As soon as a reduction in force is seriously contemplated, the Superintendent of Schools shall notify the President of the Association and all of the employees who might be affected.

The School Board will accept any written presentations regarding the reduction in force from the Association, individual employees, or the public.

The decision to implement the reduction in force shall be made at the sole discretion of the School Board.

B. Employees Laid Off

The School Board will make every reasonable effort to minimize the effects in reduction in force on the current staff by absorbing as many positions as possible through attrition (retirements, resignations, and refusals to contract).

Employees shall be considered for layoff within the following two (2) classifications: regular and special education paraprofessionals and all others. Seniority shall be defined as years of continuous employment in this bargaining unit.

In identifying which employees to release, the School Board shall consider the following factors, in order of importance: academic preparation (if that preparation is directly related to paraprofessional work), evaluations, staff development, and disciplinary actions according to the following rubric:

BARRINGTON PARAPROFESSIONAL ASSOCIATION, NEA-NH  
MASTER AGREEMENT

<i>Points</i> →	1	2	3
<i>Categories</i> ↓			
Academic Preparation	Para Approved	Associate's Degree	Bachelor's degree or more
Evaluations	Below expectations	Meets expectations	Exceeds expectations
Staff Development	Doesn't meet district's paraprofessional staff development plan	Meets district's paraprofessional staff development plan	Exceeds district's paraprofessional staff development plan
Disciplinary Action	Written or more severe discipline within previous 24 months	No written or more severe discipline within previous 24 months	No written or more severe discipline within past 24 months, and letter(s) of commendation

Each employee in the classification subject to layoff shall be given a score which is calculated by totaling the points from each scored category and dividing by the number of scored categories. Evaluations shall not be scored if the employee has not been evaluated during the current school year or in either of the two (2) prior school years.

The individual with the lowest score shall be subject to layoff. If two (2) employees have identical scores, the employee with less seniority shall be subject to layoff.

C. Recall and Reassignment

Laid off employees shall be recalled to open positions for which they are qualified for a period of one (1) year following layoff. A previously employed employee who returns to a paraprofessional position shall resume employment by the School District at no less than the step occupied when the position previously held was terminated.

Any transfer, assignments, or reassignments resulting from or involving a reduction in staff will be made by the Superintendent.

## ARTICLE XI: GENERAL PROVISIONS

A. Copies of the Agreement

The School Board will arrange for and pay for all the printing and all of the distribution of the Agreement. The Agreement shall be printed and distributed within thirty (30) days after approval by the voters and will be distributed to all covered employees. All new employees will be given a copy of the working agreement on or before the first working day.

B. Amendments

Being a mutual Agreement, this instrument may be amended at any time by mutual consent.

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C. Individual Contract

The individual contract shall consist of the SAU #74 Contract of Employment as provided by the Superintendent.

D. Savings Clause

If any provision of this Agreement is held to be contrary to law, then such provision shall be deemed invalid, but all other provisions shall be deemed valid and continue in full force and effect.

**ARTICLE XII: DURATION**

- A. This Agreement is effective from August 15, 2012 and will continue in effect until and including August 14, 2015.

Paraprofessiona Association  
Appendix A: Wage Schedule

<b>2012-2013</b>					
Step	< 60 hours or	60 hours or	BA	Cert. Tchr./	
(Yrs. Experience)	para approved	Assoc. Degree	Degree	MA/PhD	
1	\$10.00	\$10.50	\$11.00	\$11.50	
2	\$10.50	\$11.00	\$11.50	\$12.00	
3	\$11.00	\$11.50	\$12.00	\$12.50	
4	\$11.50	\$12.00	\$12.50	\$13.00	
5	\$12.00	\$12.50	\$13.00	\$13.50	
6	\$12.50	\$13.00	\$13.50	\$14.00	
7	\$13.00	\$13.50	\$14.00	\$14.50	
8	\$13.50	\$14.00	\$14.50	\$15.00	
9	\$14.00	\$14.50	\$15.00	\$15.50	
10	\$14.50	\$15.00	\$15.50	\$16.00	
11	\$15.00	\$15.50	\$16.00	\$16.50	
12	\$15.50	\$16.00	\$16.50	\$17.00	
<b>2013-2014</b>					
Step	< 60 hours or	60 hours or	BA	Cert. Tchr./	
(Yrs. Experience)	para approved	Assoc. Degree	Degree	MA/PhD	
1	\$10.26	\$10.77	\$11.29	\$11.80	
2	\$10.77	\$11.29	\$11.80	\$12.31	
3	\$11.20	\$11.80	\$12.31	\$12.83	
4	\$11.29	\$12.31	\$12.83	\$13.34	
5	\$12.31	\$12.83	\$13.34	\$13.85	
6	\$12.83	\$13.34	\$13.85	\$14.36	
7	\$13.34	\$13.85	\$14.36	\$14.88	
8	\$13.85	\$14.36	\$14.88	\$15.39	
9	\$14.36	\$14.88	\$15.39	\$15.90	
10	\$14.88	\$15.39	\$15.90	\$16.42	
11	\$15.39	\$15.90	\$16.42	\$16.93	
12	\$15.90	\$16.42	\$16.93	\$17.44	
<b>2014-2015</b>					
Step	< 60 hours or	60 hours or	BA	Cert. Tchr./	
(Yrs. Experience)	para approved	Assoc. Degree	Degree	MA/PhD	
1	\$10.55	\$11.07	\$11.60	\$12.13	
2	\$11.07	\$11.60	\$12.13	\$12.66	
3	\$11.60	\$12.13	\$12.66	\$13.18	
4	\$12.13	\$12.66	\$13.18	\$13.71	
5	\$12.66	\$13.18	\$13.71	\$14.24	
6	\$13.18	\$13.71	\$14.24	\$14.77	
7	\$13.71	\$14.24	\$14.77	\$15.29	
8	\$14.24	\$14.77	\$15.29	\$15.82	
9	\$14.77	\$15.29	\$15.82	\$16.35	
10	\$15.29	\$15.82	\$16.35	\$16.88	
11	\$15.82	\$16.35	\$16.88	\$17.40	
12	\$16.35	\$16.88	\$17.40	\$17.93	

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MASTER AGREEMENT  
BETWEEN THE  
BARRINGTON PARAPROFESSIONAL ASSOCIATION, NEA-NH  
AND THE  
BARRINGTON SCHOOL BOARD  
SAU #74 - BARRINGTON, NH

AUGUST 15, 2012  
TO  
AUGUST 14, 2015  
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FOR THE BARRINGTON  
SCHOOL BOARD

FOR THE BARRINGTON  
EDUCATION ASSOCIATION, INC.

Deborah R. McMally  
Deborah, Mc Nally

Scott Francisco  
Scott Francisco

David Gibson  
David Gibson

Moira Taylor  
Moira Taylor

Michelle Antosiewicz  
Michelle Antosiewicz

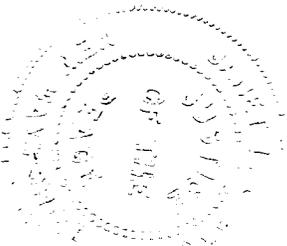
Karen Downs  
Karen Downs

Jennifer LaMott  
Jennifer LaMott

Diana Landry  
Diana Landry

Date: 21 March 2012

Date: 21 March 2012



Sworn before me 21 March 2012  
Janet L. Clark Justice of Peace  
Strafford County, New Hampshire Supported by Voters, 13 March 2012

