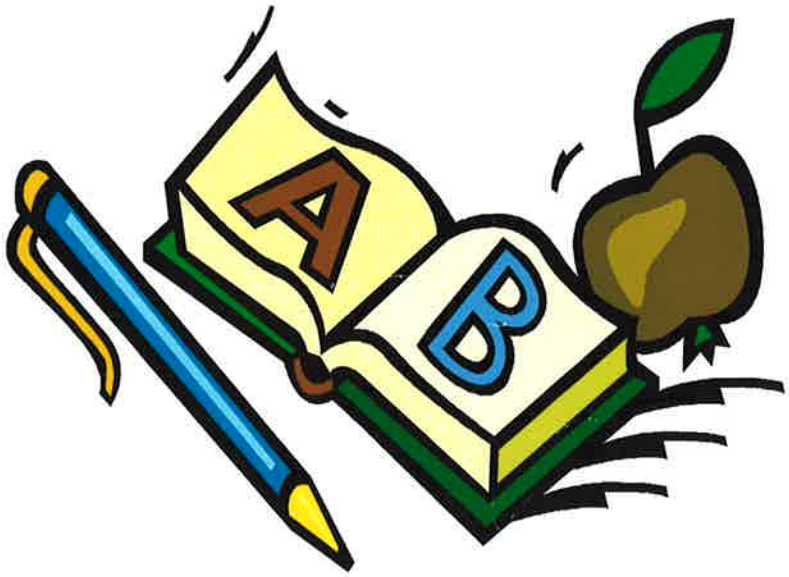
BESS

BERLIN BOARD OF EDUCATION

AND

BERLIN EDUCATIONAL SUPPORT STAFF



JULY 1, 2012 THROUGH JUNE 30, 2014

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PREAMBLE

Agreement made by and between the Berlin Board of Education of the Berlin Public Schools, Berlin, New Hampshire (hereinafter the "Board") and its employees represented by the Berlin Educational Support Staff (hereinafter the "Association") unified with the National Education Association–New Hampshire (hereinafter "NEA-NH"). The parties to this agreement are the Board and the local association.

ARTICLE 1 - RECOGNITION

1-1 The Board recognized the Association as the exclusive representative of all District Educational Assistants and Office Management Staff employed by the Berlin Public Schools for the purpose of negotiating with the Board with respect to terms and conditions of employment as defined in RSA 273-A. The Board agrees to meet, confer, and negotiate with representatives of the Association concerning such matters.

1-2 During the term of this agreement, the Board agrees not to negotiate with any employee organization other than the designated unit in regard to any matter subject to negotiation, provided, however, that this shall not prevent the Board from communicating or consulting with any individual employee or group of employees for any purpose the Board deems desirable in the discharge of its responsibilities. Nothing in this agreement is to be construed to preclude the personal appearance before the Board by any employee on his or her behalf. If requested by the employee, the Association may be represented at any official meeting of the Board should such a meeting involve an employee relative to any provisions of this agreement. Meetings with an employee for the purpose of other school matters are excluded from Association representation.

1-3 The term "employee" as used in this agreement shall mean an employee of the Berlin Public Schools whose position is listed in the Certification of Representation dated June 30, 2003 issued by the Public Employee Labor Relations Board (See appendix).

ARTICLE 2 - NO DISCRIMINATION

2-1 The Association agrees to represent equally all Bargaining Unit Members without regard to gender, sexual orientation, race, color, religion, nationality, ethnic origin, age, disability, or membership in the Association.

2-2 The Board agrees not to discriminate against a Bargaining Unit Member on the basis of gender, sexual orientation, race, color, religion, nationality, ethnic origin, age, disability, or membership in the Association.

ARTICLE 3 - JURISDICTION AND AUTHORITY OF THE SCHOOL BOARD

3-1 The Board, subject only to the language of this agreement, reserves to itself, full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the school district.

3-2 The parties understand that neither the Board nor the Superintendent may lawfully delegate powers, discretions, and authorities which by law are vested in them and this agreement shall not be construed so as to limit or impair their respective statutory powers, discretions, and authorities.

ARTICLE 4 - NEGOTIATION PROCEDURE

4-1 Should either party desire to modify or terminate the agreement, it shall so notify the other in writing not later than October 1 prior to the expiration of the agreement. The party desiring to modify or terminate the agreement shall present the other party with a complete list of their proposed changes in writing by no later than October 15. Such a proposal, if made by the Association, shall be forwarded to the School Board through the Office of the Superintendent of Schools, and if made by the School Board, it shall be forwarded to the Association through the President of the Association. Thereafter, the parties agree to enter into negotiations over a successor agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning terms and conditions of employment as defined in RSA 273-A. Any agreement reached shall be reduced to writing and signed by the Board and the Association. Any agreement reached which required the expenditure of public funds for its implementation shall not be binding upon the Board, unless and until the necessary appropriations have been made by the Berlin City Council. The Board shall make every effort to secure the funds necessary to implement said agreement.

4-2 When a tentative agreement is reached on a successor agreement between the Berlin Board of Education and the Berlin Educational Support Staff, a simple "yes" or "no" ballot will be presented to the membership with a positive recommendation from the negotiating committee for ratification.

4-3 During such negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counter proposals. Upon request, the Board will make available to the Association for inspection all pertinent, non-confidential records, data and information of the Berlin Public Schools system in the public domain. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

4-4 If agreement is not reached by January 1, following the above procedure, either party may call for impasse resolution utilizing the procedures set forth hereunder. Further, the Board and the Association agree to reasonably insure that the procedures for impasse resolution are not invoked for inconsequential matters.

4-5 After an impasse is declared, the Board and the Association shall each appoint a representative to select a mutually acceptable mediator. If, after ten (10) days from the call for mediation a mediator has not been mutually chosen, the American Arbitration Association shall submit subsequent lists of qualified mediators for selection by the parties.

4-6 The mediator shall meet with the representatives of the parties within a reasonable time after his appointment and establish the points of issue. The mediator will attempt to mediate the points of issue by meeting with the parties or their representatives, or both, either jointly or separately, and will take such other steps as he may deem necessary and appropriate in order to resolve their differences and effect a mutually acceptable agreement. The cost for the services of

the mediator, including per diem fees, and actual and necessary subsistence expenses will be shared equally by the parties.

4-7 In the event the parties have not reached agreement on a contract or mutually agreed to continue negotiating, by February 1, a fact finder will be chosen by the parties, or failing agreement, a fact finder will be appointed according to the procedures of the American Arbitration Association. A hearing shall be held no later than March 1 and the fact finder shall make and report findings of fact, together with recommendations for resolving each of the issues remaining in dispute, within thirty (30) days of the hearing, no later than April 1. The findings and recommendations of the fact finder shall not be made public until the negotiating teams shall have considered them for ten (10) days.

4-8 If either negotiating team rejects the neutral party's recommendations, his findings and recommendations shall be submitted to the full membership of the employee organization and to the board of the public employer, which shall vote to accept or reject so much of his recommendation as is otherwise permitted by law.

4-9 If either the full membership of the employee organization or the board of the public employer rejects the neutral party's recommendations, his findings and recommendations shall be submitted to the legislative body of the public employer, which shall vote to accept or reject so much of his recommendations as otherwise is permitted by law.

4-10 If the impasse is not resolved following the action of the legislative body, negotiations shall be reopened. Mediation may be requested by either party and may involve the board of the public employer if the mediator so chooses.

4-11 The parties shall share equally all fees and costs of fact finding.

4-12 It is understood that both parties have had an opportunity to make proposals and counter proposals on all negotiable issues during negotiations and that this written agreement reached as a result represents the total of all understandings between the parties for the contract term.

4-13 On matter of serious mutual concern, this agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties, and any agreement reached shall be in writing and signed as an amendment to this agreement. If the changes result in a change in cost items, they shall be brought to the legislative body for approval.

ARTICLE 5 - EMPLOYEES' SALARY SCHEDULE

5-1 Individual wages, terms and conditions of employment shall not be inconsistent with the terms of this agreement.

5-2 An employees' salary schedule is contained in appendix A of this agreement.

5-3 Initial placement on the hourly wage schedule shall be at the discretion of the Superintendent. However, no employee hired shall be placed on a higher step than present members of the bargaining unit with the same amount of experience. Thereafter, employees who have completed more than 50% of their scheduled work year and whose performance is satisfactory shall be advanced one step on the appropriate wage schedule the following fiscal year, upon the recommendation of the

Superintendent and the approval of the Board, until the stated maximum has been reached.

5-4 An employee whose work is judged unsatisfactory may be retained at the same step or hourly wage for the succeeding year or be terminated. Any employee who has had an increment withheld may request a review in writing by the Superintendent of his/her performance to determine if he/she should continue to be retained at the same step or hourly wage for the succeeding school year. Following such a review, the Superintendent shall, at his discretion, determine whether to retain an increment or restore the employee to a higher step on the hourly wage schedule or to the step the employee would have achieved if the employee had not been retained. The Superintendent shall inform the employee of his/her decision. The Superintendent's decision may be appealed to the Board of Education.

ARTICLE 6 – SICK LEAVE BUY BACK

Full-time, year-round OMS employees who have completed fifteen (15) consecutive years of full-time employment with the Berlin Public Schools are eligible to receive payment of their unused accumulated sick leave up to a maximum of sixty (60) days upon notification of termination of employment through no fault of the employee with the Berlin Public Schools. Payment of these days is calculated at 1/200th of their annual salary. The maximum dollar amount paid for these days is $5,000.

All non-full time year round OMS employees and Educational Assistants who have completed fifteen (15) years of employment with the Berlin Public Schools are eligible to receive payment for accumulating their sick leave. Payment shall be made in the following manner, fifteen consecutive years $1,000, those who have completed twenty (20) consecutive years $1,500 and those who have completed twenty-five (25) consecutive years $2,000. In order to receive this payment an employee must have a balance of thirty-five (35) sick days upon notification of termination of employment through no fault of the employee.

ARTICLE 7 - EVALUATIONS

A minimum of one annual performance evaluation will be conducted by the employee's supervisor in collaboration with the Building Principal, Program Director and Superintendent of Schools. Additional observations including written and/or oral feedback are not limited and are part of the annual evaluation process. Multiple evaluations and observations may occur at the discretion of the supervisor.

The evaluation process shall be developed by the administration with input from BESS and given to each member of the bargaining unit prior to receiving an evaluation. All employees are to be evaluated each work year based on a written job description (see appendix for **sample** job description(s)). The evaluation is done by the employee's immediate supervisor based on an observation of the employee and must be in written form with a copy to the employee, containing the signatures of the employee and the supervisor. If the employee disagrees with the evaluation report, he/she may so indicate in writing within two weeks of receipt of the evaluation report; and upon request, the written statement of disagreement shall be placed in his/her personnel file and attached to the relative documents.

ARTICLE 8 - COURSE REIMBURSEMENT

The district shall reimburse each bargaining unit member up to 85% of the employee's cost per credit. The annual maximum reimbursement will be nine credits per employee. Only graduate level courses will be reimbursed once an individual has achieved an undergraduate degree.

To be eligible for tuition reimbursement, the courses must be approved by the Superintendent in advance, be a requirement of an approved educational degree program applicable to the employee's position and/or a course applicable to the employee's position, and the bargaining unit member must receive a grade of B or better. Applicability is subject to interpretation of the Superintendent of Schools. If there is a disagreement as to whether or not the subject is applicable, the employee may appeal to the Board of Education for their final decision. When a grant or aid is received from any source, that sum shall be subtracted from the cost of the course prior to calculating the district's reimbursement.

Any bargaining unit member who receives course reimbursement and leaves the employ of the Berlin Public Schools is obligated to reimburse the district for course reimbursement received during the last ten months. This requirement does not give bargaining unit members a guarantee of future employment. Any bargaining unit member who has not been rehired (except for cause) will not be subject to the reimbursement schedule. The Board has the right to waive this reimbursement requirement for extenuating circumstances.

Employees working in a grant funded position shall receive course reimbursement subject to the availability of grant funding. Reimbursement will be made according to the above language but on a first come, first served basis until funding is depleted.

ARTICLE 9 - INSURANCE PROVISIONS

Year round OMS employees

Health Insurance - current plan coverage offered to other full-time, year round personnel with a co-pay of 80% (Board), 20% (Employee). The Board will contribute 80% of the HMO Hi-five plan premium. Employees choosing the indemnity option or the POS option will pay the difference between the Board contribution level of the Hi-five plan and the cost of the corresponding indemnity or POS plan.

Life Insurance - $30,000

Delta Dental Insurance – available to employee as part of a school-wide program; available to dependents of employee at employee's expense.

Long-term Disability Insurance

Heath Insurance Incentive Plan

The Berlin Board of Education agrees to provide a health insurance incentive plan which allows a medical insurance buy-back to those bargaining unit members eligible for health insurance benefits. The plan provides an annual buy-back stipend in an amount of $2,000 to a bargaining unit member eligible for health insurance benefits who elects not to take the health insurance coverage. In the event of a "qualifying event," a bargaining unit member will

be allowed to re-enroll in the district health insurance plan by reimbursing the health insurance incentive through payroll deduction.

School year OMS employees and Educational Assistants

Life Insurance - $30,000 effective October first of an employee's second year of employment.

ARTICLE 10 – TEMPORARY LEAVES OF ABSENCE

Sick Leave

Sick days are earned on a monthly basis. Sick leave is not accrued during unpaid leaves. Sick leave may be used for the employee's illness and for the illness of their immediate family members where the employee's presence is required and which has been approved in advance by the superintendent or the principal. For the purposes of this section, "immediate family" is defined as parent, wife, husband, son, daughter, brother, sister, grandchild, or a minor for whom the employee is a legal guardian.

Employee Category	Earn/Month	Maximum Accumulation
A- Educational Assistants	1	45 days
B- OMS School Year	1	45 days
C- OMS Year round	1*	115 days

*In year three and beyond, sick leave is accumulated at 1.25/month
Employees must have worked or received paid leave at least one day prior to the 15th of the month in order to accrue a sick day.

Catastrophic Sick Leave Bank

A voluntary sick leave bank is established for both full-time and part-time Office Management Staff whose accumulated sick leave for illness becomes exhausted. Each employee will be asked to voluntarily contribute two sick leave days upon entering the sick leave bank and each year thereafter until the balance in the sick bank is at or above 90 days. From the time that 90 days or more are in the bank no further contributions will be necessary unless the balance of the sick bank falls below 50 days. When the bank falls one day below this minimum, members of the sick bank shall donate one additional day. Days will be deducted as on July 1 of each year and any year forward when further donations are required. New members will be eligible to join the sick bank on July 1st after their date of hire. Employees who are eligible to join the sick bank but have not joined in the past will be asked on an annual basis if they would like to join. Once an employee joins the bank, they cannot withdraw their commitment.

Participating employees may be eligible to receive up to fifty days from the bank during their period of employment with the Berlin Public Schools. Sick bank days may be requested for the employee only and cannot be requested for family illness. The illness must be catastrophic. Utilization sick bank days will continue Board provided insurance benefits to eligible employees and salary at the employee's regular rate of pay.

In order to utilize the sick bank, the employee must submit the following to the Superintendent of Schools:

1. A written statement requesting authorization to draw from the sick leave bank including the date this action would commence.
2. A doctor's statement indicating the nature of the illness.
3. A doctor's statement indicating the current status of the illness must be provided at each twenty-five day interval (if more than 25 days are granted).

The participating employee must have fulfilled the following:

1. Exhausted available leave.
2. Have been ill for five consecutive days.

The Superintendent of schools will review all requests. The Superintendent shall approve or disapprove the request within five working days. The decision of the Superintendent is final.

Voluntary Donation of Sick Days

Educational Assistants only, will be allowed to request other Educational Assistants to donate sick days to them through a three member committee appointed by the Association President. In order to be eligible to request days, the Educational Assistant must have:

1. Exhausted available leave.
2. Have been ill for five consecutive days.
3. Sent a written request to the Association asking for donated sick days.
4. Provided a doctor's statement stating the employee is unable to work.
5. If more than 25 days are donated, a doctor's statement must be provided in order to obtain a second 25 day allotment of sick days.

If the first three conditions have been met, then the Committee will send out an Educational Assistant Illness Leave form to Educational Assistants asking if they wish to donate days. Educational Assistants must have a minimum of fifteen (15) sick days available and may donate up to 11.2% of their accumulated sick days per request. The days will be taken one from each donor first, before multiple days are taken from the same person. In no case will more than 50 days be granted to an individual. Any days not used will be returned to the donors. The Committee will notify the SAU office of the number of days granted to the individual and from whom and how many days each have given.

Bereavement Leave

Up to three (3) days bereavement leave per occurrence during the school year shall be granted with pay to any employee who requests such leave due to death in his/her immediate family. For the purposes of this section, "immediate family" is defined as parent, spouse, son, daughter, brother, sister, a minor for whom the employee is a legal guardian, grandparents, grandchild, step-parent, aunt, uncle, parent- in-law, brother- in-law, or sister- in-law.

Unused bereavement leave may not be carried over to succeeding school years.

Maternity Leave

Maternity leave shall be considered sick leave for the purposes of this section. In maternity leave involving normal termination of pregnancy, an employee shall be eligible to use her available sick leave up to a maximum of thirty (30) days for the period immediately before and after normal termination of pregnancy.
An employee who is pregnant may continue in active employment as late into her pregnancy as she desires with a written approval of her attending physician.

Return from maternity leave shall coincide with the returning date indicated on the employee's leave request, as approved by the Board, provided the employee shall present a physician's certificate of physical fitness to return to her normal duties. An employee's request for an early return date due to extenuating circumstances will not be unreasonably denied.

In the event complications during pregnancy result in the employee's disability, the employee shall be eligible to use her available sick leave. An employee claiming sick leave benefits under this section must provide satisfactory medical evidence that she is physically disabled as a result of pregnancy, and the Board may, at its option, have a doctor of its own choosing verify such medical evidence.

Emergency Leave

In the event of situations of urgency, for the purpose of conducting emergency business that is impossible to transact on the weekend, after school hours, or during vacation periods, school year Educational Assistants will have available to them one day per fiscal year, school year OMS employees will have available two days per fiscal year, and year round OMS employees will have available to them two days per fiscal year. This day (s) will not be deducted from sick leave.

To utilize such leave, the employee shall submit their request on the application form (provided by the Board) at least twenty-four (24) hours in advance of the anticipated absence except in cases of emergency; in such case, the employee shall apply as soon as possible. This form must be filed with the principal or immediate supervisor for submission to the superintendent for approval.

Such leave shall not be used for seeking employment, rendering services, or working either with or without remuneration for themselves or anyone else, for hunting or fishing or other recreational activities. It is further understood that such leave shall not be granted without stating the reason, during the first or last week of any semester nor the last working day preceding or the first following any vacation or holiday period or in conjunction with any other forms of paid leave (exceptions: graduation exercises for the employee, spouse, child, honors convocation honoring the employee, and/ military departure of a child or in any emergency as determined by the building administrator).

Temporary Leave

Temporary leave with pay for the purpose of an activity directly related to the improvement of education within the Berlin Public Schools may be granted by the Superintendent.

Requests for such leave shall be made in writing and submitted via the Principal/Director to the Superintendent requesting his approval prior to the commencement of the leave.

Association Business

Up to a total of two days leave, non-accumulative, per year without loss of pay shall be granted for representatives of the Association to attend official Association business provided the administration is notified one (1) week prior to the leave by an officer of the Association indicating the date and reason. There shall be no more than one (1) from any one building absent on any one day.

Absence, Other

For all absences other than those specifically authorized in advance by the Superintendent or for which provision is made in this agreement, a deduction will be made for each day of absence at the rate of the daily rate of pay.

Under no circumstances should any employee be absent from school without the advance knowledge of the building principal in accordance with the provisions outlined in the appropriate staff manual as it may be revised from time to time. The Superintendent will establish procedures for call-in notification for temporary leave of absence requests.

ARTICLE 11 - UNPAID LEAVE OF ABSENCE

A. The Board will consider requests for leaves of absence, without pay or benefits, except as required by the Family and Medical Leave Act and in accordance with current Board Policy. Only employees who have completed at least one year of service in the Berlin Public Schools are eligible. Requests must be in writing, state the reason for the leave request, and be submitted at least sixty (60) days in advance of the date the leave is to become effective. In cases of emergency, application to the Superintendent may be made requesting fewer days' notice prior to the desired date of the beginning of the leave period. Such request shall be submitted to the Superintendent via the Principal for a decision. The decision of the Superintendent shall be communicated to the employee in writing. All leaves which are granted shall be in writing specifying beginning and termination dates of said leave. Unapproved leaves may be appealed to the Board of Education.

1. Parenting Leave

   Unpaid parenting leave shall be granted as required by the Family and Medical Leave Act and current Board Policy. Any extension beyond the required period must be requested using the procedure outlined above in section A.

2. Military Leave

Military leave of absence without pay or benefits shall be granted to any employee who is drafted or enlists in any branch of the Armed Services of the United States for the period of his induction of initial enlistment. Time necessary for persons called into temporary active duty of any unit of the United States Reserves shall be granted provided such obligations cannot be fulfilled on days when school is not in session. In such cases, employees shall be reimbursed for pay lost as a result of such reserve duty up to the difference between their regular daily rate of pay that would have been paid and their reserve pay received, for up to a maximum of two (2) weeks during any school year.

3. Other Leaves

Other requests for leaves of absence not covered in other sections of the agreement may be granted at the discretion of the Board.

B. Modifications of leaves may be granted upon the employee's written request to the Superintendent of Schools, the Superintendent's recommendation to the Board, and subsequent Board approval. Said leave, if granted, shall be in writing.

ARTICLE 12 - PHYSICAL EXAMS

If the Superintendent, in his judgment, determines that it is necessary to obtain medical opinion concerning an employee's health or ability to perform his/her assignments, he/she may require the employee to be examined by a doctor; the Superintendent will indicate two doctors, the employee will select one of the two so indicated. In each instance, the district will pay for the physical examination it required; including necessary and related travel and the employee shall authorize the doctor to furnish the Superintendent a report of his findings. It is understood that pre-employment physical examinations and examinations required under the provisions of Article 10A - Sick Leave, or cases related to workmen's compensation are not included in this provision for district payment.

ARTICLE 13 - USE OF SCHOOL FACILITIES

As a professional courtesy, the Board agrees that the Association may utilize established procedures to distribute information concerning the Association and its members via the school mailboxes, provided that this does not impede the distributing of administrative information and a copy of such information is supplied to the building principal in advance.

The Association may post notices of Association activities and business on a designated bulletin board located in the teachers' room, provided, as a professional courtesy, a copy of such material is given in advance to the building principal.

The Association, its representatives, and the NEA-NH representative may use school buildings to conduct Association business with the advance knowledge and approval of the building principal provided this shall not interfere with or interrupt normal school operation.

ARTICLE 14 - POSTING OF JOB OPENINGS

Notice of bargaining unit job opening, including a job opening or job openings which have been created by the filling of a previous job opening within the district, will be posted on the designated area in each school within five (5) school days of the date the administration determines that such job openings in the district will be filled.

Employees who desire to be considered for a posted job opening shall file a written statement of such desire with the Superintendent of Schools within the deadline specified on the notice. Internal candidates may be considered prior to out of district candidates.

Selection of a candidate, whether within or from outside the school district shall be at the discretion of the Superintendent. The Superintendent shall communicate his/her decision in writing to each employee who has filed a request in writing. Such decision by the Superintendent is not subject to the grievance procedure.

The Board agrees that in the event job openings occur after July 1 through August 15 which are subject to posting, that in addition to posting in the schools, the position will be advertised in the local newspaper.

ARTICLE 15 - PAYROLL

A. Payroll deductions

Bargaining unit members may voluntarily authorize payroll deductions for the following:

1. Approved financial institutions.
2. Regular dues to the Berlin Educational Support Staff unified with NEA-NH or the National Education Association.
3. Hospital-Surgical Insurance premiums and other premiums deducted as an employee's share of the premium payments required for such coverage provided by the district.
4. Others will be considered on an as needed basis with the final determination made by the Superintendent and not grievable.

Such voluntary authorization shall be made on the forms provided or approved by the district and shall be submitted to the Business Administrator or review and forwarding to the payroll personnel. Authorization for deduction of Association dues may be submitted up until November 15th of the year for which the deduction applies.

Monies so deducted will be forwarded to the appropriate agencies or organization upon demand as accrued.

Such deductions may be discontinued upon 30 days' written notice by the BESS member to the Business Administrator.

ARTICLE 16 – RETIREMENT INCENTIVE

Year round office management personnel may apply for a retirement incentive. The incentive is $500 per year for each of the last three years of service payable at the end of each year (a total of $1,500 over a three year period) upon written notification

to the superintendent of schools of the employee's intent to retire. The notification shall take place no later than three years prior to the stated anticipated retirement date. The notification to the Superintendent of Schools of the intended retirement date will be final and binding upon the employee. In order to take advantage of the incentive, the individual must first meet the following qualifications: (1) the employee must have accrued a minimum of ten years of full-time service in the Berlin Public Schools by the date of retirement, and (2) the employee must reach 55 years of age by date of retirement. If the employee cannot work his/her full three-year notice due to medical reasons for the employee or the employee's immediate family, the incentive received to date need not be repaid. If the employee cannot work his/her full three-year notice for any other reason, the incentive received to date must be repaid.

ARTICLE 17 – GRIEVANCE PROCEDURE

Definition: A grievance, for the purpose of this agreement, is a complaint by an employee or employees, against the employer with respect to a violation or misapplication of any of the provisions of this agreement.

A grievance, to be considered under this procedure, must be initiated in writing by the employee within ten (10) days of its occurrence, or within ten (10) days of when the employee, by reasonable diligence, should have known of its occurrence.

The term "days" when used in this article shall mean working school days; except after the school year has ended, when they shall be Monday through Friday, thus weekend or vacation days during the school year are excluded.

Procedure:

Step 1

An aggrieved employee shall discuss it first with his/her principal, (or other immediate supervisor, as applicable) in an attempt to resolve the matter informally at that level. The immediate superior shall communicate his/her decision to the grievant within ten (10) school days.

Step 2

The grievant may appeal the decision to the principal within ten (10) school days after receipt of the decision of the immediate supervisor. The appeal to the principal must be made in writing in the form contained in Appendix C specifying: (a) the nature of the grievance, (b) the nature and extent of the injury or loss claimed, (c) the results of previous discussions of the grievance, (d) his/her dissatisfaction with decisions previously rendered, (e) the remedy sought.

Step 3

If the grievance is not resolved to the grievant's satisfaction at Step 2, he/she may appeal the grievance to the Superintendent in writing within ten (10) school days.

The Superintendent shall review the facts in the case and the decisions rendered at previous steps in the grievance procedure and shall, within ten (10) school days of receipt of the appeal to this level, meet with the grievant and communicate his

decision in writing to the grievant. If the grievance is settled at Step 3, a copy of the Superintendent's decision shall be sent to the President of the Association.

Step 4

If the grievance is not resolved to the grievant's satisfaction at Step 3; he/she may request a review by the Board. Such a request must be made within ten (10) school days after the receipt of the Superintendent's decision and shall be submitted in writing through the Superintendent. The Board shall review the grievance and may, or at the request of the grievant, shall, hold a hearing with the grievant. Within ten (10) school days of the receipt of the appeal, the Board shall render a decision in writing and forward copies of the decision to the grievant and to the administrators involved at the previous steps of the grievance procedure and the President of the Association.

Any expenses incurred shall be paid by the party incurring it.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision and acceptance of the decision rendered at that step.

The Board and the Association shall assure that all persons involved in the processing of a grievance shall not be restrained, coerced, or otherwise interfered with in the exercising of their rights under the grievance procedure.

ARTICLE 18 – PAID HOLIDAYS

For year round employees there are twelve (12) paid holidays per year: Labor Day, Columbus Day, Veteran's Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas, New Year's Day, Civil Rights Day, Presidents' Day, Memorial Day, and July 4th. Due to the school schedule, some holidays may be taken during school vacations rather than on the actual holiday. The central office will notify all eligible staff of when holidays will be celebrated prior to the beginning of the fiscal year.

For school year OMS employees the following (11) holidays are paid holidays: Labor day, Columbus Day, Veterans' Day, Thanksgiving, day after Thanksgiving, Christmas Eve, Christmas, New Year's Day, Civil Rights Day, Presidents' Day and Memorial Day.

For educational assistants the following (10) holidays are paid holidays: Labor Day (if school starts prior to Labor Day), Columbus Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas, New Year's Day, Civil Rights Day, and Memorial Day.

In order to be paid for a holiday, the employee must work the entire day of the last scheduled day prior to the holiday and the first scheduled day following the holiday. Use of approved, paid leave for either of these days allows payment for the holiday.

Employees approved to work more than forty hours in one week shall receive time and one half for hours worked in excess of forty hours. Holidays and vacations shall count as hours worked in determining the forty hour work week.

ARTICLE 19 – VACATION

Full-time year round employees (Category C) shall accrue vacation time at the following rates:

Years of Service		Number of Days
1 - 5	2 weeks	(.83/month)
6 -10	3 weeks	(1.25/month)
11–15	4 weeks	(1.67/month)
15+	5 weeks	(2.08/month)

"Days" as used in this section refer to the number of hours the employee is regularly scheduled to work during the time they are taking their vacation.

Vacation will be prorated during an employee's first year of service to reflect the number of vacation days available between the one year anniversary of their date of hire and July 1. These vacation days must be used by June 30th then on July 1st employees shall receive two weeks of vacation to use during the new fiscal year. Vacation time is taken only after it is earned.

After the first year of service all vacation time is to be taken between July 1 and June 30 on the year after it is earned with no carryover allowed. Any unused vacation remaining after June 30 is forfeited.

Vacation time begins accruing on the 15th of the month after the date of hire for new employees. For current eligible employees, vacation time will begin accruing on the 15th of July for the following year.

All requests for use of vacation time will be made in a timely manner and made in writing using the Berlin Public Schools leave form. Vacation requests made in accordance with the guidelines shall be approved unless work-scheduling demands reasonably prohibit the employee(s) from being absent at the requested time. Vacation is scheduled on a first-come basis. Bargaining unit members are encouraged to take vacation when school is not in session.

Upon termination, an employee shall be paid for any accrued and unused vacation time at his/her regular rate.

Vacation time is not earned during unpaid leaves.

ARTICLE 20 - TRANSFERS – CATEGORY B TO CATEGORY C

If a school year OMS (Category B) changes to a full-time, year round position (Category C), adjustment of seniority for full-time benefits will be made. Benefits will be prorated according to the following formula (hours per day worked divided by eight then that amount multiplied by .75). For example:

6.5 hrs/day	6.5/8*.75 = .609 (61%)
6 hrs/day	6/8 *.75= .5625 (56%)
4 hrs/day	4/8 *.75= .375 (38%)

Any portion of a year earned will be rounded off to the nearest whole number.

ARTICLE 21 - SNOW DAYS/DELAYED ENTRY/EARLY RELEASE/CANCELLATION

Snow days are not workdays for educational assistants and thus not a paid day. These individuals will be required to work on the makeup day which will be their regularly scheduled work day replacing the snow day.

If for safety reasons weather conditions reasonably prevent an OMS from reporting to work, the employee may elect to use vacation time(if available), an emergency day, or leave without pay for the day, provided the employee has reported his/her absence to his/her supervisor prior to his/her scheduled reporting time. If an employee reports to work late due to inclement weather, he/she may elect to make up the missed time on that day or take unpaid time. Working a snow day does not increase the total number of work days for OMS.

Delayed Entry/Early Release

All OMS are scheduled to work their regular hours in a delayed entry or early release snow day. If safety is an issue, the OMS will be paid for the hours he/she worked and docked for the remainder of the time unless leave as noted above has been authorized using the appropriate forms. All Educational Assistants will be given the opportunity to make up missed hours caused by a Delayed Entry or Early Release at the discretion of their supervisor, provided that the time can be made up within the current pay period.

ARTICLE 22 - NO STRIKE PROVISION

In consideration of this agreement and its terms and conditions, the Association, its officers, representatives and members shall not, during the term of this agreement, engage in or condone any strike, slow down, work stoppage or other concerted refusal to perform any assignment on the part of any employee(s) represented hereunder, nor shall the Association or its members take part in or condone "sanctions" against the School Board or the School District.

ARTICLE 23 - SAVINGS CLAUSE

If any provisions of this agreement or any application of this agreement to any employee or groups of employee is changed by legislative action, executive order or directive of the State Board of Education or is held to be contrary to law by a court of competent jurisdiction, and a final determination has been made, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue to full force and effect.

In such case, a meeting(s) shall be held, upon the request of either party not earlier than 30 days after such legislative change is made, executive order or State Board directive is issued, or binding court ruling is issued, for the purpose of adjusting the specific provision(s) in conflict with the law or the order or directive so that it conforms to the law, order or directive.

ARTICLE 24 - MISCELLANEOUS

A. Copies of the agreement between the Berlin Board of Education and the Berlin Educational Support Staff, NEA-NH, NEA, shall be reproduced at the expense of the Board as early as possible after ratification of the contract and presented to all

bargaining unit members now employed or hereafter employed by the Board. Further, that the Board will furnish ten (10) copies of the agreement to the Association for its use.

B. Regular meetings may be held between the Association representatives and the Superintendent of Schools at the request of either party to review and discuss current school problems and practices and the administration of the collective bargaining agreement. These meetings will take place after school and the meeting dates and agendas shall be mutually agreed upon.

ARTICLE 25 - REPORTING TO WORK

In justice and fairness to the City of Berlin and its taxpayers, all employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties and shall faithfully perform their duties.

ARTICLE 26 – RIGHT TO DISCIPLINE

It is agreed that the Superintendent has the right to discipline for just cause. All information forming the basis for disciplinary action may be made available to the employee upon his/her request. Disciplinary action shall normally follow this order:

1. verbal warning
2. written warning
3. suspension without pay
4. discharge

However, discipline may be taken out of order depending upon the severity of the infraction.

Any employee may be dismissed for reporting to work under the influence of a controlled substance or alcohol, bringing or consuming controlled substances or alcohol on the job, theft, insubordination, immoral action, or for similar serious offenses.

If an employee is discharged or is disciplined, he/she may request a hearing, but the request for such a hearing must be made within one week from the date of discharge or disciplinary action. Such request for hearing shall be filed, in writing, with the Superintendent of Schools. If the action of the Superintendent is not satisfactory to the employee, he/she shall have the right to appeal the Superintendent's decision to the Board of Education. The decision of the Board shall be final subject to rights conferred by law.

ARTICLE 27 – WORK DAY AND WORK YEAR

Category A – Educational Assistants 194 days*
(184 work days plus 10 holidays)

*Title I Educational Assistants' work year is less. The work year varies with funding and is determined on an annual basis.

Category B – OMS School Year 212 days
(201 work days plus 11 holidays)

Category C – OMS Year Round Year Round

All employees must take a half-hour, unpaid lunch each day. No employee is to work more than five consecutive hours prior to taking lunch. Scheduling of lunchtime must be done with the employee's supervisor. Employees cannot work through lunch in order to leave early at the end of the day except in extenuating circumstances with prior approval from his/her supervisor.

Category C employees will work the same number of hours and the same workday throughout the fiscal year. In the event of fiscal constraints, management retains the right to modify hours to minimize impact on student services. If an adjustment of hours is made, as much notice as possible will be given to the individuals involved.

In-service days are scheduled workdays for all office management staff.

ARTICLE 28 – RESIGNATION/LAY OFF

A minimum of a two week notice is required when an individual resigns his/her position. If during that notice period the individual uses sick leave, a doctor's note will be required for documentation of illness.

If, as a result of a decrease in enrollment or discontinuance or reduction of a program, an employee is to be laid off from the Berlin Public Schools, a minimum of a two week notice will be given to the employee. During the notice period, the employee shall remain in their current position, if available, or be used in other capacities. The affected employee(s) will be considered for future openings based on a number of factors, including but not limited to "Highly Qualified" status, educational degree, specific training/education in the area of disability of the child or for the position, best match for the child, experience at the grade level of the student(s), job performance and years of service. If the affected employee is rehired, there will be no loss of credit for prior years of service.

ARTICLE 29 – SAFETY LANGUAGE

The employees agree that in cases of emergency the health, safety, or well-being of the students is their prime responsibility and they must act accordingly. Unsafe and/or hazardous conditions, as identified by the Fire Marshall or health officials, shall be corrected to provide for the safety and well being for all staff members.

ARTICLE 30 - DURATION AND RENEWAL

This agreement shall become effective as of July 1, 2012. This agreement shall continue in effect until June 30, 2014. Any extension shall be mutually agreed upon in writing by the parties. Unless such extension is agreed upon in writing by the parties, this contract shall expire on the date indicated herein.

For the Berlin Board of Education:

Dated: 6-7-12

For the Berlin Educational Support Staff:

Dated: 6-8-12

APPENDIX A - SALARY SCHEDULES

2012-13 and 2013-14

OMS

	Non-Degree	Assoc	Bach
1	$13.53	$13.88	$14.13
2	$14.29	$14.64	$14.89
3	$15.05	$15.40	$15.65
4	$15.81	$16.16	$16.41
5	$16.57	$16.92	$17.17
6	$17.33	$17.68	$17.93
7	$17.85	$18.21	$18.47

Ed Assts

	Non-NCLB	NCLB	Assoc	Bach
1	$ 9.83	$10.83	$11.18	$11.43
2	$11.05	$12.05	$12.40	$12.65
3	$12.27	$13.27	$13.62	$13.87
4	$13.49	$14.49	$14.84	$15.09
5	$14.71	$15.71	$16.06	$16.31
6	$15.15	$16.18	$16.54	$16.80

For the 2012-13 school year no steps will be awarded.

For the 2013-14 school year all employees shall be awarded a step.

Grievance No. _____

Step (Circle One): 2 Principal 3 Superintendent*

Berlin Public Schools
Grievance Report

Name of Grievant:_____ Date Filed:_____

Home Address: _____ Telephone No._____

Building: _____ Assignment:_____

Name of Principal:_____ School Tel. No._____

Date of Alleged violation or misapplication:_____

Article of agreement allegedly violated:_____

Statement of the grievance:_____

_____

_____

Nature and extent of the injury or loss involved:_____

_____

Results of previous discussions of the grievance and dissatisfaction with decisions previously rendered:

_____

_____

Remedy sought:_____

_____

_____ _____

Signature – Association Representative Present Signature - Grievant

Disposition by (Circle One): Principal Superintendent

Date answered:_____

Comments:_____

_____

_____

Signature (Principal/Superintendent)

Grievance settled on the basis of Principal's/Superintendent's answer.

Grievant:_____

Attach a copy of the Principal's Report if at Step 3.

APPENDIX C – SAMPLE JOB DESCRIPTIONS

SAU3 – BERLIN PUBLIC SCHOOLS

JOB DESCRIPTION

Title: Reading Educational Assistant/Interventionist

Reports To: Reading First Site Coordinator, Building Principal, Superintendent

Equipment Used:

Familiar with use of: office equipment (i.e. photocopy machines), classroom computers, any adaptive equipment used by the assigned students (training shall be provided in the use of such equipment as: auditory trainers, Alpha Smarts®, prone standers, walkers….)

Environment:

90% indoors; 10% outdoors (i.e. bus/recess supervision, field trips)

Physical Activity Requirements:

Lifting/carrying up to 10 lbs. is occasionally required if no medical restrictions apply.

Only if certified in Crisis Prevention Intervention®, will educational assistants be required to assist other certified staff in physically restraining a disruptive student.

Job Description:

An educational assistant to work one-on-one and with small groups of children in reading under the supervision of a Reading Specialist/Literacy Coach and/or a NH Certified Classroom Teacher. Perform support services to prescribed educational plan as determined during data meetings. Provide guidance and encouragement to help students achieve their intellectual, social and emotional potential. Assistants/interventionists may work in a Title One School wide or Targeted Assistance Program School. This position is for the ensuing school year and is contingent on funding. Assistants/Interventionists must provide their own transportation and will be assigned to schools by Reading Team in the Fall. Program changes may necessitate relocation of staff as well as some partial day assignments at different schools.

Essential Functions:

Working collaboratively with the classroom teacher and/or reading specialist, assistants will:

- Ensure safety of students.
- Perform all assigned duties according to the policies, rules, and regulations of Berlin Public Schools and the NH Department of Education.
- Become familiar with a wide variety of reading materials and their use.
- Help with scheduling and provide services for children in public schools. Children will be serviced daily or several times a week in their classrooms or in pullout sessions.
- Confer with the reading specialists and teachers to coordinate children's programs with their class work. Some planning time will be scheduled for this purpose.
- Maintain daily lesson plans and required recordkeeping.
- Assist teachers/reading specialists to ensure the learning process is guided by the adopted instructional program.
- Assist with the preparation of instructional materials.
- Follow district policies for discipline issues.
- Assist with the supervision of students on the playground, in the lunch room, during bus duties and/or on field trips during working hours.
- Assist with assessments such as DIBELS, Rigby Benchmarks, and Running Records.
- Observe confidentiality of privileged information at all times. Will respect confidential information pertaining to the school and students. Will respect the limits of "Need to Know" basis.
- Interventionists will assist reading specialists with data entry from assessments.
- Attend all mandatory meetings and training programs during working hours.
- Participate in the District's Professional Development Plan.
- Serve as a positive role model for students. Demonstrate responsibility, citizenship, respect, and courtesy.
- Education Assistants are NOT to transport students in their private vehicles.
- In particular circumstances with some students, educational assistants may be required to assist other staff in "two-person" lifts (for example, to assist transferring a student in or out of a wheelchair). In those instances, the educational assistant shall receive training on proper lifting procedures. No untrained assistants shall be required to assist in a lift.

Guiding Principles:

- The classroom teacher is ultimately responsible for the students' instruction and assessments. Assistants/interventionists may provide supplemental support. Assistants are not responsible for direct instruction of whole class lessons/activities.
- Assistants/interventionists may be assigned to multiple classrooms.
- Educational assistants/interventionist will not be responsible for direct evaluation such as preparing and marking exams except those assessments that are prepared and administered as part of an intervention program for screening, placement, progress monitoring or discharge.

- Any inquiries from parents regarding their child's progress shall be directed to the teacher. Communication with parents shall be through the teacher.
- Educational assistants have the authority to administer appropriate disciplinary measures in regards to unacceptable behavior within and outside of the classroom. More serious or repeated incidents shall be brought to the attention of the teacher, assistant principal, or principal, who will in turn administer the appropriate disciplinary measures.

Working Hours:

The Reading First Site Coordinator/Principal will issue a letter notifying assistants as to their working hours. Any work they may volunteer outside their time frame is on their own time. The individual's supervisor or the Superintendent may occasionally designate a required training or meeting outside of normal working hours. If this occurs, assistants will be paid at their hourly rate. Optional training or PD events will not be paid but will allow staff to acquire clock hours.

We are required by State Labor Laws to provide a duty free lunch break (unpaid) for ALL educational assistants who work a full school day. As a result, you need to be scheduled for a 30 minute lunch break. Educational Assistants are "on the clock" the remainder of the time and are expected to be performing duties outlined above during that time.

Revised 4/9/08

SAU3 – BERLIN PUBLIC SCHOOLS
JOB DESCRIPTION

Title: Title I Reading Educational Assistant

Reports To: Supervisors, Title I Director, Building Principal, Superintendent

Equipment Used:

Familiar with use of: office equipment (i.e. photocopy machines), classroom computers, any adaptive equipment used by the assigned students (training shall be provided in the use of such equipment as: auditory trainers, Alpha Smarts®, prone standers, walkers….)

Environment:

90% indoors; 10% outdoors (i.e. bus/recess supervision, field trips)

Physical Activity Requirements:

Lifting/carrying up to 10 lbs. is occasionally required if no medical restrictions apply.

Only if certified in Crisis Prevention Intervention®, will educational assistants be required to assist other certified staff in physically restraining a disruptive student.

Job Description:

A tutor to work one-on-one and with small groups of children in reading under the supervision of a Title I Certified Teacher and/or a NH Certified Classroom Teacher. Perform support services to prescribed educational plan. Provide guidance and encouragement to help students achieve their intellectual, social and emotional potential. Tutors may work in a School wide or Targeted Assistance Program. This position is for the ensuing school year and is contingent on Title I funding. Tutors must provide their own transportation and will be assigned to schools by Reading Supervisors in the Fall. Program changes may necessitate relocation of staff as well as some partial day assignments at different schools.

Essential Functions:

Working collaboratively with the classroom teacher and/or Title I Supervisor, assistants will:

- Ensure safety of students.

- Perform all assigned duties according to the policies, rules, and regulations of Berlin Public Schools and the NH Department of Education.
- Become familiar with a wide variety of reading materials and their use.
- Help with scheduling and provide services for children in public and parochial schools. Children will be serviced daily or several times a week in their classrooms or in reading rooms.
- Confer with the Title I Supervisor and teachers to coordinate children's programs with their class work. Some planning time will be scheduled for this purpose.
- Maintain daily lesson plans and required recordkeeping.
- Assist teacher/Title I Supervisor to ensure the learning process is guided by the adopted instructional program.
- Assist with the preparation of instructional materials.
- Follow district policies for discipline issues.
- Assist with the supervision of students on the playground, in the lunch room, during bus duties and/or on field trips during working hours.
- Assist with assessments such as DIBELS, Benchmarks, and Running Records.
- Observe confidentiality of privileged information at all times. Will respect confidential information pertaining to the school and students. Will respect the limits of "Need to Know" basis.
- Attend all mandatory meetings and training programs during working hours.
- Participate in the District's Professional Development Plan.
- Serve as a positive role model for students. Demonstrate responsibility, citizenship, respect, and courtesy.
- Education Assistants are NOT to transport students in their private vehicles.
- In particular circumstances with some students, educational assistants may be required to assist other staff in "two-person" lifts (for example, to assist transferring a student in or out of a wheelchair). In those instances, the educational assistant shall receive training on proper lifting procedures. No untrained assistants shall be required to assist in a lift.

Guiding Principles:

- The classroom teacher is ultimately responsible for the students' instruction and assessments. Assistants may provide supplemental support. Assistants are not responsible for direct instruction of whole class lessons/activities.
- Assistants may be assigned to multiple classrooms.
- Educational assistants will not be responsible for direct evaluation such as preparing and marking exams except those assessments that are prepared and administered as part of an intervention program for screening, placement, progress monitoring or discharge.
- Any inquiries from parents regarding their child's progress shall be directed to the teacher. Communication with parents shall be through the teacher.
- Educational assistants have the authority to administer appropriate disciplinary measures in regards to unacceptable behavior within and outside of the classroom. More serious or repeated incidents shall be brought to the attention of the teacher,

assistant principal, or principal, who will in turn administer the appropriate disciplinary measures.

Working Hours:

The Title I Director will issue a letter notifying assistants as to their working hours. Any work they may volunteer outside their time frame is on their own time. The individual's supervisor or the Superintendent may occasionally designate a required training or meeting outside of normal working hours. If this occurs, assistants will be paid at their hourly rate. Optional training or PD events will not be paid but will allow staff to acquire clock hours.

We are required by State Labor Laws to provide a duty free lunch break (unpaid) for ALL educational assistants who work a full school day. As a result, you need to be scheduled for a 30 minute lunch break. Educational Assistants are "on the clock" the remainder of the time and are expected to be performing duties outlined above during that time.

SAU 3 – BERLIN PUBLIC SCHOOLS
JOB DESCRIPTION

Title: Special Education Educational Assistant

Reports to: Supervising Teacher/Case Manager

Note: The chain of command for supervision is as follows: Supervising Teacher/Case Manager, Department Head (if applicable), Building Principal, Director of Special Educational Services, and Superintendent.

Equipment Used:

Familiar with the use of: office equipment (i.e. photocopy machines), classroom computers, any adaptive equipment used by the assigned students (training shall be provided in the use of such equipment as: auditory trainers, Alpha Smarts®, prone standers, walkers…)

Environment:

90% indoors; 10% outdoors (i.e. bus/recess supervision, field trips)

Physical Activity Requirements:

Lifting/carrying up to 10 lbs. is occasionally required if no medical restrictions apply.

As noted in #21 of Essential Functions, lifting to transfer students with mobility impairments to/from equipment (i.e. wheelchairs) may require occasional lifting of up to 50 lbs. (training in proper lifting for transfers shall be provided by certified staff).

Only if certified in *Crisis Prevention Intervention*®, will educational assistants be required to assist other certified staff in physically restraining a disruptive student.

General Description:

Perform support services to help students achieve productive learning experiences within a prescribed educational plan. Provide guidance and encouragement to help students achieve their intellectual, social, and emotional potentials. Assist supervising teacher/case manager in the duplication of materials to be used by the student/small group to which you are assigned. Monitor small group activities, provide personal assistance to students, and other diverse duties as specified in their IEP's.

Essential Functions:

1. Ensure safety of students.
2. Perform all assigned duties according to the policies, rules, and Regulations of the Berlin Public Schools and the NH Department of Education.
3. Receive instructions and follow a prescribed educational plan or procedural guidelines under the direct supervision of the Supervising Teacher/Case Manager.
4. Work with individuals or small groups of students on classroom activities applying the requisite components of the Individual Educational Program (IEP).
5. Assist the teacher to ensure the learning process is guided toward the adopted instructional program.
6. Assist with the preparation of classroom materials. Distribute educational supplies.
7. Help the teacher maintain the necessary classroom environment conducive to sound learning and study habits.
8. Assist students with the development of appropriate social skills. Provide positive reinforcement to motivate and acknowledge acceptable behavior.
9. Consistently confront undesirable behavior firmly and fairly. Follow established discipline procedures (such as PBIS at BHS) when a student becomes disruptive.
10. Assist with the supervision of students on the playground, in lunchroom, during bus duty, etc., as directed.
11. Help the teacher with administering tests, as directed by the teacher.
12. Observe confidentiality of privileged information **at all times.** Will respect confidential information pertaining to the school and students. Will respect the limits of "Need to Know" basis, accessing confidential records only when deemed necessary by the teacher/case manager or principal.
13. Recognize that each contact with the public is an opportunity to promote a positive impression of the school district.
14. Attend all mandatory meetings and training programs. You will be paid for attending any required meetings and training programs outside of regular working hours with prior approval of the Director of Special Education.
15. Participate in the District's Professional Development Plan.
16. Serve as a positive role model for students. Demonstrate responsibility, citizenship, respect, and courtesy.
17. Cooperate with teachers and other staff in the implementation of administrative and board policies.
18. If employed in the capacity of "Rehabilitative Assistant", complete and submit Medicaid timesheets on the dates required by Medicaid vendor.
19. Education Assistants are **NOT** to transport students in their private vehicles.
20. In particular circumstances with some students, educational assistants may be required to assist other staff in "two-person" lifts (for example, to assist in transferring a student in or out of a wheelchair). In those instances, the educational assistant shall receive training on proper lifting procedures. No untrained assistant shall be required to assist in a lift.

21. Other essential functions, particular to a specific child's disability, may be required. In those instances, those essential functions will be delineated in writing at the time of the assignment.

Guiding Principals:

- Educational assistants **are not teachers and will not carry out tasks normally reserved for teachers**. They are responsible to the teacher who prepares and plans lessons, activities, and seat work. They may be asked to assist in the preparation of materials planned by the teacher – BUT not during the time they should be working with a student or students.
- Educational assistants may be assigned to work in the classroom with the teacher, in another classroom with a teacher in a "main-stream" environment, or with a small group of students in a room assigned for that purpose. They may supervise activities of work planned by the teacher, such as practicing, reviewing concepts taught, reading with groups of students, etc.
- Educational assistants will not be responsible for direct evaluation such as preparing and marking exams. They may, from time to time, be asked to do minimal corrections, but it is important that the teacher be aware of students' understanding and progress by checking their work regularly.
- Any inquires from parents regarding their child's progress shall be directed to the teacher. Communication with parents shall be through the teacher.
- Educational assistants have the authority to administer appropriate disciplinary measures in regards to unacceptable behavior within and outside of the classroom. More serious or repeated incidents shall be brought to the attention of the teacher, assistant principal or principal, who will in turn administer appropriate disciplinary measures.
- Ongoing, daily communication between the educational assistant and the teacher is expected. This is a team responsibility for the case manager, teacher and educational assistant.
- Individual educational assistants/rehabilitation assistants, although assigned to a particular student, may assist other students in that group or classroom, keeping in mind that the assigned student is their primary responsibility. On Medicaid timesheets, ONLY their student may be claimed for reimbursement.

Working Hours:

Work hours are those delineated in writing by the Director of Special Education at the beginning of the school year or as amended by a change in their student's IEP. Attendance at IEP meetings shall be on a case by case basis, at the request of the case manager and must be pre-approved for pay in advance by the Director of Special Education. Any work they may volunteer outside their time frame is on their own time.

MEMORANDUM OF UNDERSTANDING

The Berlin Board of Education and the Berlin Educational Support Staff, NEA-NH hereby agree to the following:

If an Educational Assistant applies to take the place of a teacher on leave from the District and the District hires them to do so, that Educational Assistant will continue in the bargaining unit and shall return to a position, providing that a position exists, with no loss of pay, benefits, or years of service.

During this period the Educational Assistant will be compensated in accordance with the School Board's policy for being a long term teacher substitute.

Lucille Lambert
For the Association

April 2, 2012
Date

For the Board of Education

4/2/2012
Date