MASTER AGREEMENT

BETWEEN

THE DOVER PARAEDUCATORS' ASSOCIATION

AND

THE DOVER SCHOOL BOARD

EFFECTIVE:

SEPTEMBER 1, 2010- AUGUST 31, 2013

TABLE OF CONTENTS

ARTICLE I **1**
RECOGNITION, JURISDICTION, MANAGEMENT RIGHTS, DEFINITIONS **1**
A. RECOGNITION 1
B. JURISDICTION 1
C. MANAGEMENT RIGHTS 1
D. DEFINITIONS 2
ARTICLE II **3**
NO-STRIKE PROVISION **3**
ARTICLE III **4**
GRIEVANCE PROCEDURE **4**
A. GRIEVANCE 4
C. ARBITRATION 6
D. ADDITIONAL PROVISIONS 8
ARTICLE IV **9**
CLASSIFICATIONS AND JOB DESCRIPTIONS **9**
A. CLASSIFICATIONS 9
B. JOB DESCRIPTIONS 10
C. STUDY COMMITTEE 10
ARTICLE V **11**
WORKING CONDITIONS **11**
A. IN-SCHOOL WORK YEAR 11
B. WORK DAY 11
C. LUNCH PERIOD 12
D. BREAKS 12
E. REQUIRED CONFERENCES OR MEETINGS 12
F. LEAVING THE BUILDING 12
G. SCHOOL CALENDAR 12
H. EMPLOYEE FILES 12
I. EMPLOYEE EVALUATION 13
J. EMPLOYEE RIGHTS 15
K. IMMUNIZATIONS 16
L. EMERGENCY SCHOOL CLOSING 16
ARTICLE VI **17**
COMPENSATION **17**
A. BASIC PAY SCHEDULES 17
B. PLACEMENT ON THE PAY SCHEDULES 17
C. METHOD AND TIME OF WAGE PAYMENT 17
D. ANNIVERSARY DATE 17
E. MILEAGE ALLOWANCE 18
F. ITEMIZED PAYROLL DEDUCTIONS 18
G. LONGEVITY 18

2. A BREAK OF SERVICE OF A YEAR OR MORE WILL RESULT IN A LOSS OF LONGEVITY. 18
H. SUMMER WORK 19
ARTICLE VII 19
FRINGE BENEFITS 19
A. HEALTH BENEFITS 19
B. DISABILITY INSURANCE 20
C. LIFE INSURANCE 21
D. DENTAL INSURANCE 21
E. LIABILITY INSURANCE 21
F. TAX-DEFERRED ANNUITY 21
G. REQUIRED TRAINING 21
H. COURSE REIMBURSEMENT 22
ARTICLE VIII 23
LEAVES 23
A. SICK LEAVE 23
B. PERSONAL/EMERGENCY LEAVE 24
C. FUNERAL LEAVE 25
D. JUROR LEAVE 26
E. MILITARY LEAVE 26
F. ASSOCIATION LEAVE 27
G. SICK LEAVE BANK 27
H. FAMILY AND MEDICAL LEAVE ACT LEAVE 27
ARTICLE IX 28
HOLIDAYS 28
A. HOLIDAYS 28
ARTICLE X 29
EXCLUSIVE ASSOCIATION RIGHTS 29
AND RESPONSIBILITIES 29
A. PAYROLL DUES DEDUCTION 29
B. USE OF BUILDINGS 30
C. BULLETIN BOARDS 30
D. MAIL FACILITIES AND MAILBOXES 31
E. COMMUNIQUÉS 31
F. INFORMATION 31
G. ASSOCIATION REPRESENTATIVE 31
H. ASSOCIATION'S RIGHT TO SPEAK 32
I. PROTECTION OF INDIVIDUAL AND GROUP RIGHTS 32
J. NO ASSOCIATION ACTIVITY ON SCHOOL TIME 33
K. DISCIPLINARY GUIDELINES 33
ARTICLE XI 33
ASSIGNMENTS, TRANSFERS, VACANCIES, AND PROMOTIONS 33
A. ASSIGNMENTS 33
B. INVOLUNTARY TRANSFERS 34

C. VOLUNTARY TRANSFERS 34
D. PROMOTIONS 35
ARTICLE XII 35
LAYOFFS 35
A. LAYOFFS 35
ARTICLE XIII 37
FAIR PRACTICES 37
A. FAIR PRACTICES 37
ARTICLE XIV 37
MISCELLANEOUS PROVISIONS 37
A. SAVINGS-SEPARABILITY CLAUSE 37
B. NOTICE 38
C. PRINTING AND DISTRIBUTION OF THIS AGREEMENT 38
ARTICLE XV 39
DURATION 39
A. DURATION 39
APPENDIX A: WAGE SCHEDULES 41

ARTICLE I

RECOGNITION, JURISDICTION, MANAGEMENT RIGHTS, DEFINITIONS

A. RECOGNITION

The Dover School Board recognizes the Dover Paraeducators' Association, NEA-New Hampshire, NEA, as the exclusive representative of all Paraeducators employed fifteen (15) hours or more per week. Excluded are Principals, Assistant Principals, Curriculum Coordinators, Directors, Superintendent, Title I Coordinator, Title I Supervisor and ESL Coordinator, probationary employees and other positions excluded by RSA 273-A.

B. JURISDICTION

The jurisdiction of the Association shall include those persons who perform the duties or functions of the categories of employees in the bargaining unit. However, the Association's jurisdiction shall not extend to part-time personnel, or to personnel in positions excluded by the Recognition provision above.

C. MANAGEMENT RIGHTS

Except as provided in the contract, the School Board reserves to itself full jurisdiction and authority to manage the affairs of the Dover School District, including but not limited to the right: (a) to determine the means and methods of operation to be carried on; (b) to determine the selection, direction, and number of its employees; (c) to determine the methods, means, and personnel by which the operations of the District are to be conducted; (d) to

maintain the efficiency of the District's operations; (e) to conduct District operations in a safe and efficient manner; (f) to hire, promote, demote, transfer, assign, retain, discipline, suspend, or discharge District employees; (g) to determine the functions, programs, and methods of the District, including the use of technology; and (h) to determine the District's organizational structure.

D. DEFINITIONS

The term "**Board**" as used in this Agreement means the Dover School Board.

The term "**Association**" as used in this Agreement means the Dover Paraeducators' Association, NEA-New Hampshire, NEA.

The term "**parties**" as used in this Agreement refers to the Board and the Association as participants in this Agreement.

The term "**school**" as used in this Agreement means any work location or functional division maintained by the School Department.

The term "**principal**" as used in this Agreement means the responsible administrative heads of their respective schools.

The terms "**aide or tutor,**" **"Paraeducator"** or "**employee**" as used in this Agreement mean a person employed by the School Board in the bargaining unit as described in Article I-A.

The term "**Association Representative**" as used in this Agreement means any qualified member of the bargaining unit who is designated by the Association to act as its representative.

The term "**Association Building Representative**" as used in this Agreement means any qualified member of the bargaining unit who is designated by the Association to act as its representative at meetings and conferences at the school building level.

The term "**state or national Association representative**" as used in this Agreement means any staff employee of the NEA-New Hampshire or the NEA. This term will be specifically stated whenever such representation is permitted under the terms of this Agreement.

The term "**instructional day**" as used in this Agreement shall mean a time span beginning when students are first required to be in the school building and ending when students are formally dismissed.

Whenever the singular is used in this Agreement, it is to include the plural.

ARTICLE II

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, and within the District,

engage in or condone any strike, slow-down, work stoppage, or other concerted refusal to perform any legitimate assignment on the part of any employee(s) represented hereunder.

ARTICLE III

GRIEVANCE PROCEDURE

A. GRIEVANCE

A "grievance" shall mean a complaint by an employee or a group of employees or the Association that there has been an alleged violation of a term or provision of this Agreement. A grievance must be initiated within twenty (20) school days after the grievant knew or should have known of its occurrence. Grievances related to events during the school year shall be initiated no later than ten (10) calendar days after the last day of student attendance.

B. GRIEVANCE PROCEDURE

1. Level One (Informal)

A grievant will first discuss the grievance with the building principal or immediate superior, either directly or through the Association's Representative, with the objective of resolving the matter informally. Failure to reach a mutually satisfactory resolution may be cause for the employee to refer the grievance to Level Two.

2. Level Two -- Principal (Formal Written)

A grievant wishing to process a grievance at Level Two will do so in writing to the Principal or immediate supervisor within eight (8)

school days from the conclusion of the discussion at Level One. The grievance shall be specific in nature and shall state the provision(s) of this Agreement allegedly violated and the remedy requested. The Principal or immediate supervisor shall establish a formal conference on the matter, and whenever a grievance is filed by an employee without the Association's Representative, the Principal or immediate supervisor shall notify the Association and shall give the Association the opportunity to be present and to state the views of the Association. The aggrieved employee and the Association shall be given at least two (2) school days notice of said conference. The Principal or immediate supervisor shall respond in writing eight (8) school days from the date the formal grievance is filed. The Principal's decision shall be presented in writing to both the employee and the Association.

3. Level Three -- Superintendent

If the grievant is not satisfied with the Principal's decision rendered at Level Two, the grievant may, within eight (8) school days of receipt of that decision, appeal that decision to the Superintendent of Schools. The grievance must be submitted in writing stating the specific nature of the grievance and remedy requested and shall include a copy of the Level Two decision. The Superintendent may schedule a meeting at a mutually convenient time to discuss the grievance with the employee and the Association. Both parties reserve the right to include consultants in any such meeting. The Superintendent shall respond in writing together with supporting reasons to the employee, Association, and Principal within ten (10) school days

from the date the grievance is filed at Level Three. This period may be expanded to twenty (20) school days if the Superintendent is unable to address the matter because of previous commitments.

4. Level Four -- School Board

If a grievance remains unsettled after having been processed through Level Three, the grievant may, within eight (8) school days from the date the decision is rendered at the previous level, submit the grievance to the School Board, in which case, the grievance is to be submitted in writing and shall specify the nature of the complaint and the remedy requested. Copies of the previous decisions are to be included with the grievance. Within twenty (20) school days from the date the grievance is filed at Level Four, the School Board will establish a mutually convenient date and time for a meeting to discuss the matter. Both parties reserve the right to include consultants in any such meeting. The School Board shall render its decision in writing together with supporting reasons to the employee, Association, Principal, and Superintendent's office within twenty (20) school days from the date the grievance is received.

C. ARBITRATION

1. Any grievance which remains unsettled after having been fully processed pursuant to the provisions of the grievance procedure as stated herein may be submitted to arbitration by the Association by filing with the School Board and the American Arbitration Association a request for arbitration within twenty (20)

school days after the final decision of the School Board has been given to the Association.

2. A request for arbitration shall state in reasonable detail the specific nature of the dispute and the remedy requested. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing. Only one request shall be scheduled for the same arbitration hearing except by mutual agreement of the parties.

3. In the conduct of an arbitration hearing, the applicable provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply.

4. The arbitrator shall issue a decision no later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue submitted. The decision of the arbitrator shall be final and binding except that any decision of the arbitrator which requires the School Board to expend more than two thousand dollars ($2,000) shall be advisory to the School Board which shall, in such cases, make a final decision within twenty (20) school days after receiving the arbitrator's decision.

D. ADDITIONAL PROVISIONS

1. The grievant may be accompanied by a local Association representative at conferences held at either Level One or Level Two.

2. The grievant may be accompanied by a local Association representative or a state or national Association representative at Level Three and Level Four.

3. Any complaint which is filed with any agency or court may not also be filed as a grievance under the Agreement.

4. The Association President may on behalf of the Association file grievances affecting the contractual rights of the Association. The Association may not grieve on behalf of an employee when said employee opts not to grieve.

5. The time limits in this article may be reduced or extended by mutual agreement of the parties at each and any level.

6. Failure to refer a grievance to the next level within the specified time shall be considered an acceptance of the decision rendered.

7. Failure at any level of the grievance procedure to render a decision within the specified time limits shall permit the grievant to proceed to the next level.

8. The School Board and the Association shall guarantee the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to his/her personal grievances.

9. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

ARTICLE IV

CLASSIFICATIONS AND JOB DESCRIPTIONS

A. CLASSIFICATIONS
All paraeducators shall be assigned to one of the following classifications:

Classification 1:

Non-instructional Aides

- - Clerical Aides

- - Supervisory Aides

Classification 2:

Instructional #1 – Paraeducators

- - Instructional Classroom Aides

- - Librarian Aides

- - Special Education Aides

- - In School Suspension Aides

Classification 3:

Instructional #2 – Paraeducators

- - Tutors - Federal Projects (Non-certified)

- - - - Audio Visual Aide

Classification 4:

Instructional #3 – Paraeducators

- - Tutors - Federal Projects (Certified Teacher)

- - Tutors E.S.O.L (Certification Required)

Certified Occupational Therapist Assistant

Physical Therapist Assistant With Certification

Speech/Language Assistant With Certification

Computer Technician

Medical Assistant With Certification

No bargaining unit member will be required to substitute for this position except in an emergency situation. Should an emergency occur, the employee shall receive the rate for the position at the employee's proper step during the time said position is filled.

B. JOB DESCRIPTIONS

All paraeducators shall be notified of their individual classifications and shall be given a written description of their responsibilities.

C. STUDY COMMITTEE

The Association and the School Board agree to establish a joint study committee to investigate, evaluate, and make recommendations to the School Board for updating and revising job descriptions of Paraeducators. The joint study committee will be comprised of no more than four (4) Paraeducators appointed by the President of the Association and no more than four (4) other persons appointed by the Chairperson of the School Board. The committee shall make its recommendations to the School Board.

ARTICLE V

WORKING CONDITIONS

A. IN-SCHOOL WORK YEAR

1. The work year for Paraeducators shall consist of one hundred eighty (180) student days plus a workshop day the day before commencement of classes. In addition, each Paraeducator will be allowed to attend two (2) scheduled teacher workshop days with full pay within the teaching calendar year. Therefore the work year shall consist of 181, 182, or 183 days.
2. Each paraeducator will be allowed to attend one (1) scheduled professional day with full pay, within the teaching calendar year, for the purpose of professional development and growth.
3. Paraeducators shall be eligible to attend workshops in the District and/or to work their regular hours or any combination thereof on early release days. Additionally, no employee shall be required to accept compensation time in lieu of wages.

B. WORK DAY

1. The existing work day for Paraeducators shall not be decreased without prior notification and consultation with the Association.

2. Paraeducators shall be required to be present in the school building at the start of the employee's regularly scheduled work assignment and remain until the end of the employee's scheduled work period. All assigned duties will be performed within the time periods described in the preceding sentence.

C. LUNCH PERIOD
Paraeducators shall be provided a thirty- (30) minute, duty-free, unpaid lunch period.

D. BREAKS
Each paraeducator shall have a fifteen (15) minute break each work day.

E. REQUIRED CONFERENCES OR MEETINGS
Paraeducators shall be paid their individual hourly rate for any required conferences or meetings held outside their regular scheduled work day.

F. LEAVING THE BUILDING
1. During their duty-free lunch Paraeducators may leave the building by signing out noting the time that they shall return.

2. Absence from duty (except in cases of emergency) shall result in proportional loss of pay.

G. SCHOOL CALENDAR
The school calendar, once established by the School Board, shall be made available to the Association.

H. EMPLOYEE FILES
1. An employee shall have the right, upon request, to review the contents of the employee's personnel files and to make copies of

any documents contained therein. An employee must have a witness of the employee's choice present during such review.

2. Although the district agrees to protect the confidentiality of personal references, academic credentials, and other similar documents received prior to the employee's initial employment, it shall not establish any separate personal file which is not available for the employee's inspection.

3. Each employee shall acknowledge that an opportunity has been given to see such material by signing the filed copy, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall have the right to submit a written response to such material, and the employee's response shall be attached to the original material.

4. Material will be removed from the files and destroyed when an employee's claim that it is inaccurate, untrue, or unproven is sustained.

I. EMPLOYEE EVALUATION

The parties recognize the importance of evaluating the progress and success of both newly employed and experienced personnel for the purpose of improving work performance. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals.

1. All monitoring or observation of the performance of an employee shall be conducted openly and with the full knowledge of the employee.

2. Within 30 calendar days of the beginning of each school year, or within 30 calendar days of a new employee's first day of employment, the employee shall be informed in writing the evaluation procedures, instruments, and job descriptions to be used during his/her employment. The District shall notify the Association of the name and employment date of any new employee within 30 days of employment.

3. Employee conferences may be requested by either the administration or the employee. The conference will occur within ten (10) school days after the request for conference unless mutually agreed otherwise.

4. All formal evaluations shall be reduced to writing and a copy given to the employee within ten (10) school days of the formal evaluation. The employee and the supervisor shall mutually agree to a date and time for a post-evaluation conference to discuss the evaluation. This conference must take place within ten (10) school days after the employee has received the written evaluation.

5. The administration shall promptly notify an employee in writing of any alleged deficiencies, indicate expected correction, and indicate a reasonable period for correction.

6. Appropriate assistance shall be provided to employees upon recognition of any observed deficiencies relating to job performance. Employees are responsible for their own performance and are expected to correct any observed deficiencies.

7. Each employee shall be formally evaluated once during the first year of employment and once during the following two years. After that, each employee shall be formally evaluated at least once every five years. Employees may request and receive an evaluation at least once annually.

J. EMPLOYEE RIGHTS

1. The School Board agrees that whenever an employee is required to appear before a Principal, the Superintendent, the School Board, or any committee thereof concerning a matter which could reasonably be assumed to lead to formal disciplinary action, the employee shall be entitled to have an Association representative present to advise and represent the employee during such meeting.

2. The employee shall have the right to answer any complaints, and the employee's answer shall be reviewed by the administrator and attached to the filed complaint. An informal meeting shall take place if requested by the employee and/or parent.

K. IMMUNIZATIONS

Any paraeducator who may be placed at risk as a result of the paraeducator position or job responsibilities should be tested prior to employment for Tuberculosis (Mantoux tuberculin skin test (PPD) and may request immunization against Hepatitis B and/or tetanus-diphtheria. The cost shall be borne by the School District if administered by a health professional of the district's choice.

L. EMERGENCY SCHOOL CLOSING

When schools close for snow, ice, or other emergencies, employees will be excused or dismissed in accordance with the following procedures:

1. When schools are closed because of inclement weather or emergencies, employees shall not report to work and they shall not be paid.
2. When schools have delayed openings, employees are expected to report at the new opening time. Employees shall be paid for their normal work day.
3. When schools are dismissed early for inclement weather or any emergency and an announcement of such has been made by the Superintendent, employees are expected to remain for the full day or until dismissed by their Principal, in consultation with the Superintendent, and the employees shall be paid for their normal work day.

ARTICLE VI

COMPENSATION

A. BASIC PAY SCHEDULES
The wages and differentials of Paraeducators are set forth in Appendix A, which is attached to and made part of this Agreement.

B. PLACEMENT ON THE PAY SCHEDULES
Members of the bargaining unit shall be placed on the pay schedule at the step appropriate for classification and years of experience unless the absence of available personnel prevents such placement.

C. METHOD AND TIME OF WAGE PAYMENT
1. Paraeducators shall receive their bi-weekly pay on alternating Fridays.

2. Employees may have their paychecks directly deposited in their personal banks by submitting the appropriate direct deposit materials and authorizations to the school department.

D. ANNIVERSARY DATE
At the completion of one hundred twenty (120) school days or more, excluding authorized leave, employees will advance a step on the pay schedule at the beginning of the following school year.

E. MILEAGE ALLOWANCE

Paraeducators who use their private automobiles for job-demanded intradistrict travel authorized by the Superintendent or the Superintendent's designee for assigned duties shall be reimbursed at the current IRS rate.

F. ITEMIZED PAYROLL DEDUCTIONS

A statement of payroll deductions shall be provided with each pay statement.

G. LONGEVITY

1. The School Board will provide longevity compensation based upon years of service as a paraeducator for the Dover School Department as follows:

Upon completion of 5 years:	$125
Upon completion of 10 years:	$200
Upon completion of 15 years:	$275
Upon completion of 20 years:	$350
Upon completion of 25+ years:	An additional $75 per 5 year interval

2. A break of service of a year or more will result in a loss of longevity.

Said payment shall be made during the month of December.

H. SUMMER WORK

Work during the summer recess will be paid at the rate of $12.50 per hour or the person's regular rate of pay, whichever is higher. If they are a NH certified teacher working in a teacher capacity, they will be paid at the teacher hourly rate.

I. CERTIFICATION STIPEND

Classification 2, Instructional #1 paraprofessionals who earn and subsequently maintain for a period of three years a Paraeducator II or Teacher Certification from the State of New Hampshire, shall receive a stipend in the amount of five hundred ($500) dollars per school year. Annual award of this stipend shall commence after the third year of maintenance of the certification. Paraeducators shall provide proof of eligibility for this stipend to Human Resources no later than November 1 for each year. This stipend shall be paid in the first pay period in June.

ARTICLE VII

FRINGE BENEFITS

A. HEALTH BENEFITS

1. The School Board agrees to provide to those paraeducators employed for a combined schedule of thirty (30) hours or more per week, health insurance as follows: Sixty percent (60%) of a single coverage of the premiums of the School Care HMO Option or the equivalent.

2. Paraeducators may use the dollar amounts of the above coverage and apply them to other options and

coverage with the paraeducator paying the dollar difference.

a. The employee's contribution will be paid by the individual paraeducator through payroll deductions.

b. The parties agree that all employee health contributions shall be made in accordance with and pursuant to Internal Revenue Service Regulation 125.

3. Those eligible employees who do not enroll in the District's health insurance program shall be paid $150 each year. Said payment shall be made during the month of December.

4. Pursuant to the Affordable Health Care Act, paraeducators employed for less than 30 hours per week may opt to participate and purchase at their own expense, health coverage under Schoolcare HMO options.

B. DISABILITY INSURANCE

The School Board will pay the premium for an income insurance program which will provide the following coverage: sixty percent (60%) of monthly salary up to $1,750 maximum benefit to begin after ninety (90) consecutive calendar days or expiration of accumulated sick leave, whichever is greater. Said insurance will run until age sixty-five (65) and shall be coordinated with Social Security benefits.

C. LIFE INSURANCE

The School Board shall provide one hundred percent (100%) of the costs of a life insurance policy for each member of the bargaining unit with the following coverage: natural death - $50,000, accidental death - $100,000.

D. DENTAL INSURANCE

The School Board will provide a Delta Dental Insurance Plan equal to, or better than, the current plan the School Board provides the school administrators for all members of the bargaining unit employed for a combined schedule of thirty (30) hours or more per week

, The District will pay 35% of the premium of a single dental plan.

E. LIABILITY INSURANCE

The School Board will provide an "errors and omissions coverage" to all members of the bargaining unit. Coverage shall be the same as is provided for the School Board and its administrators.

F. TAX-DEFERRED ANNUITY

The School Board agrees to allow paraeducators to take advantage of the federal law concerning tax-deferred annuities. Any new group must have at least ten (10) members.

G. REQUIRED TRAINING

If specific training is required by the District for directly related job performance, the District will reimburse the paraeducator for tuition and registration.

H. COURSE REIMBURSEMENT

1. The following course reimbursement plan will apply to all full-time paraeducators employed for a combined schedule of thirty (30) hours or more per week for one hundred eighty (180) or more school days. The district will reimburse paraeducators, who complete approved courses with a grade of B- or better, relating to their current responsibilities or as part of an approved career development program. The district agrees to budget $4,000 per year for the plan in accordance with the following standards. Courses must be approved in advance by the paraeducators supervisor and must meet the requirements that the course is related to the paraeducators job or is part of a career development program. Application forms are available in the office of the Superintendent.
2. Not more than $900 will be paid to any paraeducator in any school year for course reimbursement. Approval of courses will be considered according to the funds available. All courses will be obligated for reimbursement at the time of approval. Course reimbursement funds will not be held longer than seventy-five (75) days from the date of course completion. Reimbursement will be paid upon receipt of final grade and proof of payment by paraeducator.

ARTICLE VIII

LEAVES

A. SICK LEAVE

1. Each paraeducator whose normal work day is six (6) or more hours will earn one (1) day per month up to (ten) 10 sick days with full pay annually and shall accumulate such sick days to a maximum of one hundred (100) days. Each paraeducator whose normal work week is less than thirty (30) hours will earn one-half (1/2) day per month up to five (5) sick days with full pay annually and shall accumulate days to a maximum of one hundred (100) days. Paraeducators whose normal work day is six (6) or more hours may use up to five (5) days of their accrued sick leave each school year to attend to such cases as illness of a member of the employee's immediate family or permanent household requiring the personal care of that member by the employee, or any other reasonable category approved by the Superintendent. A leave request form will be submitted to the Superintendent for approval immediately upon return to work.

2. In the event that there is an extended absence of three (3) or more consecutive days, or seven (7) incidents of absence in one school year, such employee may be required to provide the School Board with written confirmation of the illness, injury, or disability from a physician. When the School Board feels that such written confirmation is insufficient or ambiguous, it may require the employee to undergo an examination by a physician selected and paid for by the School Board to confirm or refute the claimed

illness, injury, or disability which forms the basis for the sick pay request by the employee.

3. It is of mutual concern of the parties that sick pay benefits will not be abused.

4. Disability as a result of pregnancy shall be treated as any other temporary disability.

5. Paraeducators shall be granted up to one (1) calendar year for an unpaid medical leave of absence during which only those benefits required by law shall be paid. Any such request must include appropriate medical documentation. The District will make every effort to return the employee taking leave under this contract section to their prior position or an equivalent one.

6. Employees who work for the District during the summer may use their accumulated sick leave in the same manner allowed during the school year.

B. PERSONAL/EMERGENCY LEAVE

1. Paraeducators whose normal work day is six (6) or more hours may receive with full pay two (2) days personal/emergency leave each school year to attend to such cases as home exigencies, personal business, quarantine by the Health Department, serious illness of a member of the employee's immediate family or permanent household requiring the personal care of that member

by the employee, or any other reasonable category approved by the Superintendent.

2. Personal/emergency leave shall require the prior approval of the Superintendent. In cases where the reasons are of a highly personal nature, prior notification shall be given, indicating that the reasons are private with only such justification as is necessary to provide the Superintendent with adequate cause for granting the leave.

3. All leave requests shall be made in writing. Non-scheduled emergency leave shall be supported in writing as soon after the fact as possible. The Superintendent or the Superintendent's designee is obligated to respond in writing, identifying support or denial upon receipt of request.

C. FUNERAL LEAVE

1. When requested, Pareducators may receive with full pay funeral leave each school year as follows:

Not to exceed one (1) day:

1. Grandparents
2. Aunt or uncle
3. Close personal friends, if approved by the Superintendent or the Superintendent's designee.

Not to exceed three (3) days:

1. Brother-in-law

2. Sister-in-law
3. Son-in-law
4. Daughter-in-law
5. Sister
6. Brother
7. Parent-in-law
8. Relatives living in the household

Not to exceed five (5) days:
1. Spouse
2. Child
3. Parent
4. Sister or brother living in the household

2. The Superintendent may extend funeral leave upon an employee's request.

D. JUROR LEAVE
Paraeducators on jury duty shall be entitled to pay differential and continued benefits while fulfilling jury duty.

E. MILITARY LEAVE
Military leave, without pay, shall be granted to any employee who is inducted into any branch of the armed forces of the United States for the period of said induction. Upon return from such leave, an employee will be placed on the pay schedule at the level which the employee would have achieved had the employee remained actively employed in the system during the period of the

absence. Pay scale growth limit is to equal the period of original induction.

F. ASSOCIATION LEAVE

The Association President or the President's designee shall receive one (1) school day per year to attend to the affairs of the Association.

G. SICK LEAVE BANK

Employees who qualify for sick leave may contribute to a Sick Leave Bank. Each employee who wishes to be covered by the sick leave bank program for the length of their employment must enroll between July 1 and September 30 of any school year. Enrollment is accomplished by donating in writing, from one (1) to five (5) days of sick leave. Donated sick leave days will be deducted from the donating employee's accumulated sick leave. There is no limit to the total of sick leave days that may be in the bank at any given time, but the Association cannot withdraw a cumulative total of more than one hundred (100) days in any single school year. Employees who have already enrolled in the sick bank program may help replenish the supply of days in the bank by donating, in writing, from one (1) to five (5) additional days, so long as it is done between July 1 and September 30, or between February 1 and February 28 of any school year.

1.The basic criteria for applying for and using sick leave from the Sick Leave Bank shall be:

a. The covered employee's accumululated sick and personal leave must be exhausted.

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

2. Application for use of the Sick Leave Bank shall be made to an Association-designated committee of three (3) Paraeducators for evaluation and disposition based upon reasonable rules and regulations adopted by the Association to administer this benefit. The decision of the Association committee to approved use of the Sick Leave Bank shall be communicated in writing to the Superintendent for record-keeping purposes. It shall also be the responsibility of the Association to communicate, in writing, to the Superintendent's Office the names of employees contributing to the Sick Leave Bank.

H. FAMILY AND MEDICAL LEAVE ACT (FMLA)

All Family and Medical Leave Act (FMLA) leave requests must be approved by the Superintendent. FMLA leaves will be granted with appropriate documentation and will be without pay.

ARTICLE IX

HOLIDAYS

A. HOLIDAYS

Paraeducators shall receive the following holidays with full pay and benefits:

1. Labor Day – if the teacher work year has commenced
2. Columbus Day

3. Veterans' Day
4. Day Before Thanksgiving
5. Thanksgiving
6. Day After Thanksgiving
7. Christmas
8. New Year's Day
9. Martin Luther King Day
10. Presidents' Day
11. Memorial Day

ARTICLE X

EXCLUSIVE ASSOCIATION RIGHTS

AND RESPONSIBILITIES

A. PAYROLL DUES DEDUCTION

1. The School Board agrees to deduct from the pay of its paraeducators dues for the Dover Paraeducators' Association, the NEA-New Hampshire, NEA, as said individually and voluntarily authorize the School Board to deduct. Said monies shall be transmitted to the Dover Paraeducators' Association treasurer on a monthly basis.

2. The Dover Paraeducators' Association shall certify to the School Board in writing the current rate of its membership dues. If there is any change in the rate of its membership dues, the Association shall give the School Board written notice, prior to the effective date of such change. Dues deductions shall be made on

each pay week in an amount equal to $^1/_{21}$ of the annual dues as defined in this paragraph.

3. The Association shall be notified of any paraeducator being dropped from payroll deductions.

4. The initial payroll deduction shall be made within two (2) pay periods following the central office's receipt of the dues deduction authorization.

B. USE OF BUILDINGS

After the close of school on school days, the Association shall have the right to use designated areas in school buildings for official Association meetings of paraeducators provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the Principal and/or facilities department in advance. There shall be no cost to the Association for such meetings so long as no overtime custodial cost to the School Board is involved.

C. BULLETIN BOARDS

The Association shall have a bulletin board in each faculty and/or dining room and be legally responsible for notices placed thereon. Copies of all materials to be posted on such bulletin boards shall be given to the building principal.

D. MAIL FACILITIES AND MAILBOXES

The Association shall have the right to use the interschool mail facilities and school mailboxes in a reasonable manner and without the approval of building principals. The School Department shall assume no responsibility for any communications transported via the interschool mail facilities.

E. COMMUNIQUÉS

Designated representatives of the Association shall be allowed to receive brief telephone calls and other communiqués concerning Association business at any time during school hours so long as it does not disrupt normal school operations.

F. INFORMATION

1. The School Board shall respond within a reasonable time to Association requests for public records relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement.

2. The agenda and minutes of all public School Board meetings shall be available to the President of the Association at the Superintendent's Office.

G. ASSOCIATION REPRESENTATIVE

1. The Association shall furnish the School Board with a list of its officers and authorized representatives and shall as soon as possible notify the School Board in writing of any change.

2. For the purpose of processing grievances and requesting Association use of school buildings, no paraeducator shall be considered to be an Association representative by a Principal, the Superintendent, or the School Board unless such employee's name appears on the current list described in the preceding paragraph.

H. ASSOCIATION'S RIGHT TO SPEAK

An Association representative may speak to the paraeducators following the completion of a staff or principal's meeting.

I. PROTECTION OF INDIVIDUAL AND GROUP RIGHTS

1. Nothing contained herein shall be construed to prevent the School Board, a member of the School Board, or their designated representatives from meeting with any employee for expression of the employee's views. In the area of collective bargaining, no changes or modifications in this Agreement shall be made except through consultation or negotiation with the Association.

2. Nothing contained herein shall be construed to permit any organization other than the Association to participate in the processing of a grievance.

3. Nothing contained herein shall be construed to prevent any paraeducator from informally discussing any dispute with his/her immediate superior or processing a grievance on his/her own behalf in accordance with the grievance procedure.

J. NO ASSOCIATION ACTIVITY ON SCHOOL TIME
Except as provided herein, the Association agrees that no paraeducator or Association representative will engage in Association activities during his/her assigned duties.

K. DISCIPLINARY GUIDELINES

Discipline shall be administered for reasonable cause. Employees with fewer than ninety (90) days seniority shall not have this protection. The District's decision to renew or nonrenew employees shall not be impacted in any way by the language of this provision.

ARTICLE XI

ASSIGNMENTS, TRANSFERS, VACANCIES, AND PROMOTIONS

A. ASSIGNMENTS

1. Reasonable effort will be made to notify paraeducators of their work duties for the forthcoming year not later than June 15. Failure to provide this notice shall entitle the employee to employment during the succeeding year. Any notices of nonrenewal shall be forwarded to the employee and the Association. Nonrenewed employees with at least five years of service to the District shall be notified in writing of the reason or reasons for nonrenewal.

2. In the event that changes in such schedules and/or assignments are proposed after August 15, any employee so affected shall be notified as soon as practicable. Upon request of the employee, changes shall be promptly reviewed between the

Principal or immediate supervisor and the paraeducator. The paraeducator, at the employee's option, may have a representative of the Association present at said meeting.

B. INVOLUNTARY TRANSFERS

Notice of an involuntary transfer or reassignment shall be given to paraeducators in writing as soon as practicable.

C. VOLUNTARY TRANSFERS

Paraeducators who desire a change in assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than April 25 preceding the school year for which the change is desired. Such statement shall include the position to which the paraeducator desires to be transferred.

1. Vacant positions within this bargaining unit shall be posted on all school bulletin boards for five (5) school days. Paraeducators may apply for any vacant position(s). The District shall hire the most qualified individual for any position without regard to their membership in this unit. In the event a member of this unit applies for and is qualified to fill a position without any additional training, he or she shall be awarded the job. In the event more than one unit member applies for and is qualified to fill a position without any additional training, said position shall be awarded to that individual with the longest period of continuous service to the Dover School District.

D. PROMOTIONS

1. Promotional positions are defined as positions outside the collective bargaining unit which require greater educational attainment and/or training.

2. Whenever any vacancy in a promotional position occurs, it will be adequately publicized by the District by means of a notice placed on the school bulletin board in every school as far in advance of the appointment as practicable.

3. All qualified paraeducators who ask for an interview shall be interviewed.

4. If said candidate is not elected by the School Board, the vote will not be reflected in the candidate's employment record.

ARTICLE XII

LAYOFFS

A. LAYOFFS

1. Notification of intended layoffs shall be given as far in advance as possible.
2. An employee shall have the right to an explanation for the reasons of layoff by the Superintendent or the Superintendent's designee. The personnel file of an employee laid off for economic reasons (including decrease in enrollment) shall indicate that such was the reason for layoff.
3. Any necessary layoff (based upon budgetary or other economic reasons) within Classification 1 of this bargaining

unit shall be by classification and seniority. The person with the least continuous service to the District shall be selected for layoff. In Classification 2, layoffs for instructional classroom aides and special education aides, shall be by specific job and grade so that K-grade 4, grade 5-grade 8, and grade 9-grade 12, special education, and classroom aides shall be selected for layoff by continuous service within said grade groupings. Librarian and school suspension aides shall be selected by continuous service within the specific position without regard to grade level. In Classification 3, layoffs for Title One tutors (Tutors-Federal Projects) shall be by specific job and grade as set forth herein. Audio Visual Aides shall be selected for layoff by continuous service within the specific position without regard to grade level. In Classification 4, layoffs for Tutors-Federal Projects and Tutors-ESOL, shall be by specific job and grade as set forth herein. Other positions in Classification 4 shall be subject to layoff based upon the least continuous service to the District in each specific position without regard to grade level.

4. Laid off employees may bump bargaining unit members with less seniority, within the classification or lower, provided they are qualified to do the job of the person they wish to bump. If an employee bumps into a lower classification, s/he will be paid on the step for the lower classification.
5. Laid off employees shall have recall rights up to one (1) year. When a qualified employee is offered a position through recall, said person will have five (5) work days to accept or decline the offer. Refusal to accept a recall offer in the same

classification will terminate the District's obligation to recall. Refusal to accept a recall offer in a lower classification will not terminate the District's obligation to the recall provision.

6. Seniority is defined as the length of continuous service within the bargaining unit, from the last date of hire. An employee shall not forfeit seniority during medical leaves, leave resulting from layoff, or other District-approved leaves. Seniority shall not accrue during medical leaves, leave resulting from layoff, or other District-approved leaves.

ARTICLE XIII

FAIR PRACTICES

A. FAIR PRACTICES

The School Board and the Association agree that there will be no reprisals of any kind taken against any paraeducator by reason of the employee's membership or non-membership in the Association or participation in its lawful activities. Nothing in this contract shall detract from any statutory and/or constitutional rights the employees might have.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

A. SAVINGS-SEPARABILITY CLAUSE

1. If any provision of this Agreement is, or shall be at any time, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

2. In the event that any provision of this Agreement is, or shall be at any time, contrary to law, all other provisions of this Agreement shall continue in effect.

3. The terms and conditions of this Agreement shall not be modified, amended, or altered in any way unless made in writing and signed by both parties.

B. NOTICE

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing at the following address:

1. If by the Association, to the School Board at the Superintendent's office.

2. If by the School Board, to the Association at the school address of the elected Association President.

C. PRINTING AND DISTRIBUTION OF THIS AGREEMENT

1. The parties agree to share equally in the costs of printing this Agreement in booklet form.

2. The Association agrees to distribute a copy of this Agreement to each paraeducator presently employed by the School Board. The School Board agrees to distribute a copy of this Agreement to each new paraeducator employed by the School Board.

ARTICLE XV

DURATION

A. DURATION

1. This Agreement shall be effective as of September 1, 2010, and shall continue in effect until and including August 31, 2013. This Agreement shall not be extended orally, and it is expressly understood that it shall be automatically renewed and remain in full force and effect unless either notifies the other of its intent to terminate or modify the terms of this Agreement.

2. The School Board and the Association agree to begin negotiations for a successor Agreement no later than September 10, 2012.

3. The parties agree to adhere to the bargaining schedules as outlined in RSA 273-A, specifically RSA 273-A:12, in order to afford the School Board the necessary time to prepare and to submit the school department budget.

4. In witness whereof the parties have caused this Agreement to be signed by their respective representatives, attested by their respective representatives and attested by their respective secretaries.

APPENDIX A: WAGE SCHEDULES

Dover Paraeducators' Association

2010-2011 Wage Schedule

	Step					
Grade	*A*	*B*	*C*	*D*	*E*	*F*
Classification 1	9.47	9.93	10.31	11.04	11.59	12.40
Classification 2	11.70	12.26	12.69	13.42	14.11	15.08
Classification 3	13.97	14.61	15.24	16.35	17.16	18.37
Classification 4	16.22	17.03	17.56	18.50	19.46	20.83

2011-2012 Wage Schedule

	Step						
Grade	*A*	*B*	*C*	*D*	*E*	*F*	*G*
Classification 1	9.47	9.93	10.31	11.04	11.59	12.40	12.65
Classification 2	11.70	12.26	12.69	13.42	14.11	15.08	15.38
Classification 3	13.97	14.61	15.24	16.35	17.16	18.37	18.74
Classification 4	16.22	17.03	17.56	18.50	19.46	20.83	21.25

2012-2013 Open for negotiation in September 2011

DOVER PARAEDUCATORS' ASSOCIATION

BY: _____

DATE: 3.3.11

_____
Secretary

DOVER SCHOOL BOARD

BY: _____
Chairperson

DATE: _____

_____
Secretary