



MASTER AGREEMENT  
BETWEEN  
WAKEFIELD SCHOOL BOARD

and

WAKEFIELD PARAPROFESSIONALS' UNION  
NEA-NH

## PREAMBLE

The Wakefield School Board (hereinafter "the school board") and the Wakefield Paraprofessionals' Union/NEA-NH (hereinafter "the union") hereby enter into the following agreement.

## ARTICLE I

### Recognition

1.1 The Wakefield School Board recognizes the Wakefield Paraprofessionals' Union, NEA-New Hampshire for purposes of collective negotiations according to RSA-273A, as the exclusive representative of all paraprofessionals and speech assistants employed by the Wakefield School District.

## ARTICLE II

### Management Rights

2.1 The school board, subject only to the express language of this agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the unrestricted right (a) to direct and manage all activities of the school district; (b) to direct the work of employees; (c) to hire, promote, transfer, assign and retain employees in positions within the school district, to non-renew employees, and to suspend, demote, discharge, withhold wage increases, or take any other disciplinary action against the employees; (d) to act unilaterally, including by adoption of rule or regulation, on any and all matters not excluded by RSA 273-A, provided said act, rule or regulation, does not conflict with or violate any of the expressed terms of this agreement; (e) to maintain the efficiency of government operations; (f) to relieve employees from duties because of lack of work or for other reasons; (g) to determine the methods, means and personnel by which operations are conducted; (h) to contract with companies or agencies for services to be provided by employees of those companies or agencies, including services that otherwise might be performed by bargaining unit employees; and (i) to take actions as may be necessary to carry out the mission of the district in emergencies.

## ARTICLE III

### Dues and Deductions

3.1 Upon individual written authorization by an employee who is a member of the association, the district agrees to deduct from the pay of such employee the current association dues, as certified to the district by the treasurer of the association. Said deductions shall be made each pay period in which the employee's paycheck is large enough to satisfy the deduction. The district shall forward the amount so collected to the association at least once per month. However, the district shall not deduct dues from the wages of any employee who notifies the district in writing that he/she is withdrawing a previous authorization for such deductions.

3.2 Should there be a dispute between an employee and the association over the matter of deductions, the association agrees to defend indemnify and hold harmless the board, the district and their agents and administrators in any such dispute. This indemnification is null and void in the event the district does not comply with the terms of section 3.1 above.

3.3 Upon written application by an employee, payroll deductions shall be made for tax deferred 403(b) plan contributions.

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## ARTICLE IV

### Negotiation Procedures

4.1 Negotiations for a successor agreement shall be conducted pursuant to NH RSA 273-A.

## ARTICLE V

### Union Rights and Responsibilities

5.1 Outside of normal school hours, the union and its affiliates shall have the right to use designated areas in the school building for meetings, provided that there is no interference with scheduled school activities and pre-arranged civic meetings. The use of such areas shall be arranged with the building principal in advance.

5.2 The union shall have the right to use school facilities and equipment, including typewriters, photocopying machines and other duplicating equipment at reasonable times, when such equipment is not otherwise in use. The union shall incur the cost of duplicating materials and paper.

5.3 Designated representatives of the union shall be allowed to receive telephone calls and other communications concerning union business during duty-free time.

5.4 Representatives of the union shall be permitted to transact union business on school property so long as it is not conducted during instructional time and instructional preparation time and not in the presence of students.

5.5 The building principals shall permit placement of union material and notices in each paraprofessional's mailbox and on teachers' room bulletin boards.

5.6 The board shall place on the agenda of each regular board meeting as an item for consideration under "New Business" any matters brought to its consideration by the union so long as those matters are made known to the superintendent's office by noon, the Thursday immediately prior to the board meeting in writing.

5.7 At the beginning of every school year, the union shall be credited with two (2) paid days to be used by the employees who are officers or agents of the union. Such use to be at the discretion of the union. The administration will be notified as soon as possible, but no less than seventy-two (72) hours prior to the commencement of such leave.

## ARTICLE VI

### Employee Rights

6.1 No employee shall be required to appear before the board or its agents concerning any matter which could adversely affect the continuation of that employee's employment, unless he/she has been given prior notice of the reason for such a meeting in advance where possible, and shall be entitled to have a representative of the association present for advice and representation during such interview, if he/she requests. The parties agree such right to representation shall not include conferences following observations or evaluations, unless such a conference is related to potential disciplinary action.

6.2 All information forming the basis for disciplinary actions will be made available to the employee and the union. The parties agree that discipline shall be progressive and corrective. Discipline shall normally follow this order, but discipline may be taken out of order in case of gross negligence or depending upon the severity of the infraction: oral warning, written warning, suspension without pay, and discharge.

6.3 Employees shall be subject to a one-year (1) probationary period, during which expiration of a letter of agreement, severance with two-weeks (2) notice per section 8.1, and expiration of an assignment shall not constitute discipline and shall not be subject to the grievance procedure. Thereafter, dependent upon the circumstances, such actions may constitute discipline and be subject to the grievance procedure.

6.4 Subject to the language of this agreement, the decision whether to suspend or discharge an employee shall rest with the superintendent or designee.

6.5 Employees shall not be reprimanded other than in a private location unless emergency circumstances warrant immediate notice. A union representative may be present if so requested by the employee unless emergency circumstances prohibit this from occurring.

## ARTICLE VII

### Reduction in Force

7.1 The decision to implement a reduction in force shall be made at the sole discretion of the school board. As soon as a reduction in force is seriously contemplated, the Superintendent of Schools shall notify the President of the Union.

7.2 In the event that the board and administration determine that it is necessary to conduct a layoff, they shall initially attempt to determine the number of possible resignations and retirements in a good faith effort to avoid potentially unnecessary layoffs.

7.3 The district will minimize the effects of the reduction in force on the current staff by absorbing as many positions as possible through attrition (retirement, resignations, and refusal to contract).

7.4 Employees released shall be granted priority for re-established positions for a one-year period. A previously employed paraprofessional who returns to a paraprofessional position within one-year period shall resume employment by the school district at not less than the step occupied when the position previously held was terminated.

7.5 Probationary employees shall be laid off before non-probationary employees. Employees laid off shall be notified in writing that the reason for their termination was a reduction in force due to one or more of the following: lack of money, decrease in student enrollment, or a decision to reduce the size of the workforce.

## ARTICLE VIII

### Annual Memorandum of Agreement

8.1 Subject to the issuance of IEP's, the district shall provide by June 1 of each year for continuing employees only, a memorandum of agreement to reemploy, including expected position, expected rate of pay, expected hours per day, and expected days per year. Such memorandum shall be provided no later than June 15. Such memorandum of agreement will specify that the school district may end the employment of the individual holding that position by providing two (2) weeks written notice. A memorandum of agreement for a grant-funded position also will specify that the position is contingent upon the school district's receipt of grant funds.

8.2 Upon receiving a memorandum of agreement, the employee must sign and return it to the superintendent within fifteen (15) days. If an employee fails to do so, he/she will be deemed to have resigned voluntarily.

8.3 Once an employee returns a letter of agreement in accordance with the terms of section 8:2 above, should a change in the expected terms of employment be contemplated by the district, the employee shall be consulted prior to any change being made.

## ARTICLE IX

### Working Conditions

9.1 The paraprofessional work year shall consist of 184 days, including 180 student days and four in-service days scheduled by the administration. Two paraprofessional workshop days shall be scheduled before the instructional days begin.

9.2 Subject to the needs of the district, the normal work day for employees shall be 6.5 hours per day, including a one-half hour paid lunch period.

9.3 Employees shall not work beyond their regularly scheduled hours of work without specific authorization by the building principal or his/her designee.

9.4 The school board may, at its discretion, adopt either a days-based school year or an hours-based school year under NH Admin. R. Ed 306.18. The board shall determine the number of students hours and days per year.

## ARTICLE X

### Assignments and Vacancies

10.1 The employee's assignment shall be listed on the employee's individual contract at the time it is offered to the employee.

10.2 Whenever a vacancy for a bargaining unit position becomes available, the superintendent or designee shall notify the union president via email and by posting a notice in the mail room in each building. Such notices shall contain the date of posting, a description of the position, work location(s), requirements of the position, name of the person to which the application is to be returned and date by which the application is to be returned.

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## ARTICLE XI

### Evaluation

11.1 Each employee shall be evaluated annually. Observations and evaluations shall be made by an appropriate supervisor. Teachers may provide input but may not be the sole evaluator of any employee.

11.2 Upon reasonable notice, employees shall have the right to examine their individual personnel file. No material which is adverse to an employee shall be placed in an employee's file unless the employee has had an opportunity to review the material. The employee may submit a statement regarding any material which is in the file. The employee may use the copy machine in the business office to copy contents and records as concerns the employee at no cost to the district.

The district shall not establish any separate personnel file which is not available for the paraprofessional's inspection.

11.3 Documents, communications and/or records dealing with the processing of a grievance or other union activity shall not be placed in an employee's file. All references provided to a potential employer shall be limited to the contents of the employee's file.

## ARTICLE XII

### Professional Improvement

12.1 The sum of three hundred dollars (\$300) will be budgeted for each employee to participate in workshops, conferences or other professional development activities.

12.2 Employees wishing to attend workshops or other job-related programs shall submit their request for attendance in writing to the principal for his/her approval or disapproval a minimum of two (2) weeks in advance of the program. The building principal or assistant principal will approve or disapprove the request for financial assistance.

12.3 The board agrees that any work performed by individual employees for various committees, as assigned by the superintendent, shall be allowed as staff development credit hours.

12.4 Before the close of each school year, each paraprofessional shall have access to the following information:

- a. Accumulated staff development hours to date;
- b. Date of recertification for renewal of state certificate.

## ARTICLE XIII

### Leave Policies

#### 13.1 Incentive Days

The district shall grant up to seven (7) paid leave days per work year, non-accumulative, for use according to current practices, such as in the event of personal or family illness. Each employee shall receive a per diem buy back for up to five (5) unused days, payable on the first pay day after the last day of school.

### 13.2 Bereavement Leave

The district shall grant up to three (3) days of bereavement leave at any one time in the event of a death of a paraprofessional's spouse, civil partner, child, sibling, or parents. The district shall grant up to one (1) day in the event of the death of any relative not previously listed.

### 13.3 Juror Duty

When an employee is called to jury duty, the employee shall receive full pay and benefits. It is understood that the employee shall turn over jury duty pay to the district for any days served that are also contracted work days. At the conclusion of the employee's daily period of jury duty, he/she shall return to work if that can still occur during the work day.

13.4 Professional Leave: Employees shall be granted up to two non-cumulative professional days each year to attend professional conferences or workshops related to the district's professional improvement plan and/or employee professional goals. Personnel wishing to attend such workshops or other related programs shall submit their request for attendance in writing to the principal no later than one (1) week in advance of the scheduled activity, which shall not be unreasonably denied.

## ARTICLE XIV

### Grievance Procedure

14.1 A "grievance" shall mean a complaint by a member of the bargaining unit that there has been a violation of this contract, except that the following shall be excluded from the grievance procedure: (1) any bylaw of the school board pertaining to its internal organization, (2) any matter which, according to law, is either beyond the scope of school board authority or is limited to unilateral action by the school board alone, and (3) any matter which this agreement stated shall not be subject to the grievance process. A grievance may not be initiated more than fifteen (15) days after the employee knew or should have known of the act or occurrence upon which the grievance is based.

14.2 The term "days" shall mean school days during the school year. The term "days" shall mean Monday through Friday, excluding holidays, and during the summer recess. While any grievance is pending, the employee shall continue to perform all assignments and observe applicable rules.

14.3 If the administration does not respond within the time limits specified, the grievant may proceed to the next step. If the grievant does not act within the time limits specified, the last decision rendered by the district shall stand, and the parties shall consider the grievance settled.

### Initiation and Processing

#### 14.4 Level One - Principal

- a) The grievant will discuss the grievance with the principal in an attempt to resolve the matter informally.
- b) The principal will present his/her decision within five (5) days. If the principal's decision does not resolve the matter to the grievant's satisfaction, a written grievance may be presented to the principal specifying: 1) what happened; 2) which practices and/or sections of the contract were violated; and 3) the remedy or solution required. The principal shall give a written decision to the grievant(s) and to the union within five (5) days after receiving the written grievance.

#### 14.5 Level Two - Superintendent

Within five (5) days of receiving the principal's decision, the grievant may appeal that decision, in writing, to the superintendent. The appeal must include a copy of the original written grievance, the principal's response, and an explanation of why the grievant was dissatisfied with the principal's response. The superintendent shall meet with the grievant within ten (10) days. The superintendent shall give his/her written decision to the grievant (s) and the union within fifteen (15) days after the meeting.

#### 14.6 Level Three - School Board

Within ten (10) days after receiving the superintendent's decision, the grievant may appeal that decision, in writing, to the school board. The appeal must include a copy of the materials submitted to the superintendent, a copy of the superintendent's response, and an explanation of why the grievant was dissatisfied with the superintendent's response. The grievant may choose to appear before the board to present evidence and argument for the board's consideration. The board shall give its written decision to the grievant no later than twenty (20) days after it received notice of appeal.

#### 14.7 Level Four - Arbitration

If the decision of the school board does not resolve the grievance to the satisfaction of the grievant(s), or the union and a third party review is desired, the union may within fifteen (15) days after receiving the board's decision, submit the grievance to binding arbitration pursuant to the labor arbitration rules of the American Arbitration Association. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this agreement.

14.8 A grievant may be represented at all stages of the grievance procedure by him/herself or by the union, but only the union may appeal a grievance to arbitration.

14.9 Any resolution of this grievance shall be consistent with the terms of this agreement. The arbitrator shall have no power to add to, delete from, or modify in any way the provision of this agreement.

14.10 The fees and expenses of the arbitrator, including per diem expenses, actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne by the losing party.

14.11 The time periods specified in this procedure may be extended by mutual written agreement of the parties.

14.12 The arbitration provisions set forth herein shall be subject to RSA 542.

### ARTICLE XV

#### Compensation

15.1 The basic wages of paraprofessionals covered by this agreement are set forth in Appendix A which is attached to and incorporated in this agreement.

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15.2 A paraprofessional who completes at least ninety days of service during a school year shall be moved up one step on the salary schedule at the beginning of the next work year if they receive a satisfactory evaluation or if they do not receive an evaluation.

15.3 As of the effective date of this agreement, there shall be no twenty percent (20%) pay differential for one-on-one paraprofessionals.

#### ARTICLE XVI

##### Insurance Benefits and Provisions

16.1 Employees may enroll, at their own expense, in single, two-person or family health insurance plan coverage offered to other employees of the district, provided that this is permitted by the carrier.

16.2 The district shall pay 100% of the cost of a single dental insurance plan, as currently provided or changed by mutual agreement of the board and the union, for each employee

#### ARTICLE XVII

##### General Provisions

##### Savings Clause

17.1 If any provision of this agreement is, or shall at any time be, contrary to law, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the union.

17.2 In the event that any provision of this agreement is, or shall be, contrary to law, all other provisions of the agreement shall continue in effect.

#### ARTICLE XVIII

##### Duration

18.1 The agreement shall be in full force and effect from July 1, 2012 through June 30, 2013.

18.2 The board agrees to provide the PELRB with a copy of this agreement within fourteen (14) day of its execution in accordance with PUB 207.03 (b).

WAKEFIELD SCHOOL DISTRICT  
SALARY SCHEDULES

APPENDIX A

2012-13

Step	Certified	BA/BS
1	11.25	13.25
2	11.51	13.51
3	11.78	13.78
4	12.06	14.06
5	12.35	14.35
6	12.64	14.64
7	12.94	14.94
8	13.25	15.25
9	13.56	15.56
10	13.88	15.88
11	14.21	16.21
12	14.55	16.55
13	14.89	16.89
14	15.25	17.25
15	15.61	17.61

Off-schedule employees will receive a \$0.62 wage increase.

MEMORANDUM OF AGREEMENT

In accordance with current practice and procedure, and so long as such practice and procedures comply with IRS and State of New Hampshire Department of Labor requirements, employees shall be paid as follows:

Employees shall be paid bi-weekly. Each employee shall have the option of annual wage payments prorated on the basis of 21 or 26 pay periods. Employees electing 26 pay periods shall have the choice of receiving the balance of wages in a lump sum on the last day of school in June.

This practice is subject to change as necessary in order to maintain compliance with IRS and/or State of New Hampshire Department of Labor rulings and/or regulations.

Sandra J. Johnson  
Wakefield Paraprofessionals Association

4/23/12  
Date

Dusalle Collette  
Wakefield School Board

4/24/12  
Date