

**AGREEMENT
CLAREMONT SCHOOL DISTRICT
AND
THE CLAREMONT ASSOCIATION OF PARAPROFESSIONALS**

July 1, 2008 – June 30, 2011

1. RECOGNITION

For the purposes of collective negotiations, the Board recognizes the Association as the exclusive representative of all paraprofessionals of the Claremont School District during the term of the agreement. The term paraprofessional shall mean any individual employed by the Claremont School District under any of the following titles:

- CAP Paraprofessionals
- Title I Paraprofessionals
- In-School Suspension Paraprofessionals
- Library Paraprofessionals
- Special Education Paraprofessionals to include Personal Aides, CNAs, Inclusion Aides, and Job Coach.

and any individual employed by the Claremont School District whose job description, duties and responsibilities coincide with the job description, duties and responsibilities of any of the above positions. The term paraprofessional does not include employees who are expected to function independently and without supervision by a teacher.

2. TERMS OF AGREEMENT

July 1, 2008 to June 30, 2011.

3. EMPLOYMENT PRACTICES

- A. This Article is intended to define the normal hours of work per week in effect at the start of this Agreement. Nothing contained herein shall be construed as preventing the Board from restructuring the normal work day or work week or for purposes of promoting the efficiency of School Administration; from establishing the work schedules of employees; or establishing part-time positions.
- B. Employees shall not be involuntarily assigned outside the scope of their job description except temporarily.
- C. The work week for full-time employees shall be thirty hours or more, with the hours of work to be determined and scheduled by the department head or supervisor. These employees will be eligible for all contract benefits. (*exception: see Retirement*) Employees working 15-30 hours per week will be eligible for all contract benefits except health insurance. (*exception: see Retirement*) Employees working less than 15 hours per week will not be eligible for any benefits.

D. Employees will be provided with at least a thirty (30) minute duty-free lunch period. Employees who work four consecutive hours or more in a single day will be provided with one fifteen-minute break.

E. Hiring Practices/Placement on Salary Schedule

Any individual hired as a paraprofessional for the Claremont School District shall have the minimum of a high school diploma or its equivalent. In addition, any individual hired as a paraprofessional for the Claremont School District who works with Title I students or in a Title I school must have completed:

- (i) if hired on or after January 8, 2002, at least two (2) years of study at an institution of higher education; or obtained at least an associate's degree, or met a rigorous standard of quality, pursuant to a formal state academic assessment, as approved by the State of New Hampshire, pursuant to Section 1119(a) of Title I of the Elementary and Secondary Education Act of 1965 as amended (hereinafter ESEA); and
- (ii) if hired prior to January 8, 2002, a high school diploma or its equivalent, and shall, by January 8, 2006, meet the requirements identified in subparagraph (i) above.

Credit on the salary schedule will be for job-related experience and/or academic degrees. No employee will be placed on a step higher than indicated by one of these two criteria.

F. Job Descriptions

All new employees shall receive a job description upon employment and all regularly employed paraprofessionals shall receive an updated description should the department head or supervisor find it necessary to change any job description.

4. **NON-DISCRIMINATION**

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

5. **WORKING CONDITIONS**

A. *Snow Days*

All employees working 30 or more hours per week will receive not more than two (2) snow days with pay. These days will be the first two school calendar days when school is canceled.

B. *Unscheduled Closing/Power Outages, Bomb Threats, Weather*

When an early release day is called because of bomb threats, power outages, weather or other extenuating circumstances, paraprofessionals may leave when dismissed by the principal. These early release days will be with full pay for full time employees. In the event that school is closed prior to the half day and a make-up day is required, paraprofessionals will be paid for the hours worked the day of the closing and for the hours worked on the make-up day.

C. *Work Days Prior to School Opening*

Paraprofessionals may be requested to work up to two (2) days prior to the opening of school, if needed, with the approval of the Principal and appropriate notification given to Paraprofessional.

D. *Work Days After School Closing*

Paraprofessionals are to work one (1) day after the close of school in June for purposes of cleaning room, etc.

E. *Early Release Days*

Paraprofessionals will receive full pay for early release days only if attending workshops or school sponsored activities for that day.

F. *Evaluations*

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

G. *Intent to Reemploy*

The district shall provide all employees with a "Notification of Intent to Reemploy" for the following school year by May 30 of the present school year.

H. *Substitute Teacher Pay*

When a paraprofessional is asked to serve as a substitute teacher for a half day or more, the employee will be paid either the substitute rate or their regular rate, whichever is higher.

I. *Overtime*

Employees will work the actual hours each day for which they have been hired. Requests to work beyond the school day will be made by the building administrator with appropriate notification to paraprofessional.

An employee may receive compensatory time off in lieu of overtime pay upon mutual agreement between the employer and the employee.

J. *Access to Personnel File Contents*

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

K. *Personnel File Contents*

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

the right to submit a written response to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

L. *Removal of Discipline*

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

1. The employee will submit a written request for removal to the Superintendent.
2. No other disciplinary action will have occurred during the two year period.
3. The Superintendent (or designee) will review the file and forward his/her recommendation and rationale to the School Board.

M. *Complaints Against Employees*

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

N. *Disciplinary Procedures*

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

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

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

All suspensions and discharges must be stated in writing and the reason(s) stated and a copy given to the employee(s) and, if requested by the employee, to the Association at the time disciplinary action is taken.

O. *Use of Automobile*

If an employee is requested to use his/her car in the course of employment said employee will be reimbursed for the use of his/her car at the current State of New Hampshire rate. It is understood that no employee will be required to use his/her car to transport students.

6. SENIORITY

A. *Accrual*

An employee's seniority shall be equal to his/her years of service or employment with the District in a position covered by the Agreement unbroken by any of the reasons for Termination of seniority specified in Section C below.

B. *Ability to Perform Work*

Ability to perform the job or work as used in this Article means the employee is capable of performing the work of the job in a satisfactory manner without excessive additional training or accommodation. Training and accommodations would be similar to those offered to any newly hired employee.

C. *Termination of Seniority*

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

1. Voluntary quit.
2. Discharge for just cause.
3. Failure to report for work in accordance with the provisions of a recall notice.
4. Absence for three (3) consecutive working days without properly notifying the District.
5. Failure to be recalled from layoff or return to work due to any non-occupational connected illness or accident for a period of twelve (12) months.
6. Retirement.

D. *New Employees Entering the Association*

All new employees entering the Association will serve a probationary period of ninety (90) calendar days at which time they will receive a written evaluation by administrator with concurrence by Superintendent. Continuation of employment will be based upon a satisfactory evaluation by administrator with concurrence by Superintendent.

E. *Seniority List*

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

F. *Application of Seniority (Lay-off, [RIF - Reduction in Force] and Recall)*

In the event the Claremont School Board deems it necessary to decrease the number of paraprofessional staff or eliminate any position, the administration will review all paraprofessional staff and determine the reduction of said staff based upon the following (in no particular order):

- seniority
- qualifications/training related to the remaining jobs
- transfer to another position can be completed with a minimum of training
- evaluations
- direct supervisory input
- ability to perform (see 6B for definition)

If all areas are equal, seniority will be the determining factor.

Employees shall be recalled in the reverse order in which they were laid off. A person who is laid off shall maintain his/her seniority for 12 months. Employees who are eligible for recall shall be sent a recall notice by certified or registered mail and the employee must notify the department head within three (3) business days after receiving notice of recall of his/her intention to return to work. The District shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the District with his/her latest mailing address. In any event, the employee must return to work within two (2) weeks of the date specified.

G. *Job Vacancies*

1. Job vacancies will be posted for ten (10) working days in each school on a bulletin board designated for such purpose.
2. Vacancies will be filled from within the ranks of qualified regular employees first. If no qualified candidates are found within the School District, the vacancies may be filled from outside advertising.
3. Job postings will include job specifications (where available) and the date for closing of application.
4. During summer recess, a copy of all postings will be mailed to the Paraprofessional Representatives at their last home mailing address.

7. LEAVES

A. *Sick Leave*

1. Sick Leave shall accumulate at 15 days per year to a cumulative total of 90 days. Employees hired after September will have sick leave prorated accordingly.
2. Sick Leave may be used for personal illness or for the care of a member of the immediate family. Absence for either personal illness or illness in family requires notification to work location and notation on time sheet specifying "Sick Day" or "Illness in Family."

3. Each employee shall receive notification each September of his/her total accumulated sick leave.
4. A Sick Leave Pool is available for all covered employees who have exhausted their sick leave. This pool was established by taking one unused sick day from each paraprofessional. As new employees are hired, one day will be taken from them to continue the pool. Should the pool fall below twenty (20) days, then one-half (1/2) day will be taken from all paraprofessional staff to replenish the pool. The pool will be administered by the elected Paraprofessional Representatives and the District's Business Administrator.

A paraprofessional will become eligible to request benefits after he/she has exhausted all accrued sick leave. Upon presentation of evidence of disability or an incapacitating illness to the sick leave committee, and approval of same, a paraprofessional may be granted up to ten (10) days of additional leave.

B. *Personal Leave*

The Board will grant three (3) paid personal days to the paraprofessional for conducting important affairs which cannot be accomplished at any other time such as graduations, court appearances, holy days, or important family matters. Personal days **will not** be used for social affairs, pleasure trips, or recreation. To be eligible for personal leave, written notice shall be presented to the Superintendent or her/his designee at least 24 hours prior to taking the leave (except in an emergency). Personal leave shall not be taken on the day before or after a holiday or vacation without good cause and written permission of the Superintendent. Additional leave may be permitted, if requested, by the Superintendent or her/his designee.

C. *Family and Medical Leave Act*

The District shall remain in compliance with the Family and Medical Leave Act of 1993 (FMLA) as it may from time to time be amended.

Specifically, an employee who has worked for the District for at least 1,250 hours during the 12 months prior to taking leave, is entitled to 12 workweeks of unpaid leave during a 12-month period, beginning on July 1st and ending on June 30th, for the birth and care of a newborn, placement of a child for adoption or foster care, to care for a spouse, child or parent with a serious health problem, or in the event an employee is unable to perform her/his normal work duties due to a serious health condition.

The employee must use all accrued paid leave (vacation, personal, sick) concurrently with this leave.

During this period, the District shall continue to provide health benefits to the same extent they are provided to all other members. The accrual of all other seniority and employments will remain frozen until the employee returns from leave.

If the employee does not return to work (unless for reasons beyond the control of the employee), the District may recover the premiums paid for health care benefits during the leave.

The employee must provide the employer with 30 days advance notice if the leave is reasonably foreseeable. When the leave is requested due to serious health condition, the District may request certification of the health condition.

The District must designate a leave as “FMLA leave” within two days of when the District learns that the leave is being taken for FMLA purposes.

D. *Bereavement Leave*

Bereavement leave shall be granted, upon request, when a death occurs in an employee's family in accordance with the following schedule:

1. Spouse or child: Five (5) consecutive works days from the date of death excluding Saturday, Sunday and Holidays.
2. Father, Mother, Father-in-law, Mother-in-law, Sister, Brother, Grandchild, relative or ward residing in the employee's household: Three (3) consecutive work days from the date of death excluding Saturday, Sunday, and Holidays.
3. Grandmother, Grandfather, Aunt, Uncle, Sister/Brother-in-law, Son/Daughter-in law: One (1) day for the purpose of attending the funeral.
4. Leave to attend the funeral of any individual not listed above shall be granted only at the discretion of the Superintendent and may be granted only one time per year per employee.
5. Under extenuating circumstances as determined by the Superintendent, two (2) additional consecutive work days with pay may be granted under Section 1,2, or 3 with written approval of the Superintendent.

E. *Jury Duty*

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

In order to receive payment, an employee must give the District prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims such payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

F. *Paid Professional Days*

With prior approval of the Principal and Superintendent or his designee, within the limitations of the budget, employees will receive full pay for attendance at the following:

- Parent-Teacher Conferences

- Fall Paraprofessional Conferences and other workshops and conferences attended during a school day.
- Teacher Convention Day if attending a workshop.

G. *Extended Leave of Absence*

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

8. FRINGE BENEFITS

A. *Health Insurance*

1. A health insurance plan will be established and capped at \$182,500 for 2008-09, \$190,000 for 2009-10, and \$200,000 for 2010-2011 per year.
2. All full time employees, defined as those working 30 hours or more per week are eligible for district health insurance and the district will pay 80% of the cost of Matthew Thornton single, two person, and family health insurance subject to the limitations contained within this section 8A.
3. The enrollment periods will be:
 - a. for new employees - from the first day of school until the second subsequent Friday in each September.
 - b. for existing employees wishing to either enroll for the first time or to change their level of coverage - July 1 of the new school year.
4. After the enrollment period has closed, calculations will be performed by the Business Administrator or designee to determine if the 80% target district share needs to be prorated due to the plan being oversubscribed and the cap being exceeded. Once the cap is exceeded, no further enrollments or changes will be accepted, and there will be no recalculation performed during the year, even when employees may leave the employ of the school district. Until the cap is exceeded, changes in coverage as permitted by the Health Insurance Trust and enrollment of new employees will be accepted on a first come, first served basis.
5. If the district's share needs to be prorated, a memorandum stating such will be sent, interoffice mail, to the president of the Claremont Association of Paraprofessionals.

There will be no further communication of the proration required.
6. Payroll deductions, for either the targeted 80% if the plan is not oversubscribed or the prorated amount, will be deducted over 38 payroll periods. If a proration is necessary, the revised amount of the deduction will start on the first payroll period in October.
7. Under no circumstances will the district's share of an individual's health insurance exceed 80%.

B. *Dental Insurance*

All employees working 15 hours or more per week are eligible for the dental insurance at 50% of the actual rate.

C. *Life Insurance*

The District will provide a \$10,000 Term Life Insurance Policy for all paraprofessionals until age 65 while employed by the District. It is understood that any reductions, in coverage amount, will be in accordance with the carrier's terms then in force.

D. *NH Retirement*

Participation is a condition of employment for all "full-time" employees. "Full-time" meaning any Paraprofessional working 35 hours or more in a week as per job specification as defined by the State.

Paraprofessionals employed prior to January, 1988 and working a minimum of 30 hours per week will continue to participate in the NH Retirement Plan.

E. *Long-term Disability*

Paraprofessionals may join the District long-term disability program through their personal contributions.

F. *Course Reimbursement/Staff Development*

The Board will provide \$4,000 in 2008-2009, \$5,000 in 2009-2010, and \$6,000 in 2010-2011 for course reimbursement. This money will be divided equally among all Paraprofessionals. Course/Workshop must be approved by the Superintendent or designee. Paraprofessionals may use this money to help pay for recertification fees which are paid once every three years.

9. SALARY

Step	Not NCLB Compliant 2008-2009	NCLB Compliant 2008-2009	Not NCLB Compliant 2009-2010	NCLB Compliant 2009-2010	Not NCLB Compliant 2010-2011	NCLB Compliant 2010-2011
0	\$ 8.42	\$10.46	\$ 8.42	\$10.46	\$ 8.42	\$10.46
1	8.76	10.99	8.76	10.99	8.76	10.99
2	9.01	11.31	9.01	11.31	9.01	11.31
3	9.28	11.65	9.28	11.65	9.28	11.65
4	9.57	12.01	9.57	12.01	9.57	12.01
5	9.85	12.36	9.85	12.36	9.85	12.36
6	10.15	12.73	10.15	12.73	10.15	12.73
7	10.45	13.12	10.45	13.12	10.45	13.12
8	10.77	13.50	10.77	13.50	10.77	13.50
9	11.09	13.91	11.09	13.91	11.09	13.91
10	11.42	14.34	11.42	14.34	11.42	14.34
11	11.76	14.77	11.76	14.77	11.76	14.77
12	12.12	15.20	12.12	15.20	12.12	15.20
13	12.49	15.66	12.49	15.66	12.49	15.66
14	12.86	16.13	12.86	16.13	12.86	16.13
15	13.51	16.73	13.51	16.73	13.51	16.73
16	13.92	17.23	13.92	17.23	13.92	17.23
17	---	---	14.33	17.75	14.33	17.75
18	---	---	---	---	14.76	18.28

All pay raises are to be in effect at the opening of the instructional school year of each year. Each new Paraprofessional staff member will be hired at the Step 0/Entry rate of pay unless that person can verify previous experience in academic tutoring or library work or based upon academic degrees. In such cases new staff members will receive credit for each year of such academic tutoring or library work, providing they worked 30 hours or more weekly.

10. INCENTIVE FOR CERTIFICATION

\$500 will be added to annual salary of any covered employee certified as an Educational Paraprofessional, (State requirements attached) who are actively working. Employees receiving Worker's Compensation or on Long-term Disability will not receive certification pay as this amount will have been included in the salary information given to determine benefits under this coverage.

New paras will work three years in this or another district before receiving the certification bonus. New paras with certification must document three years experience before receiving bonus.

11. HOLIDAYS

The following days shall be considered paid holidays for all employees working 15 or more hours per week.

- Labor Day
- Columbus Day (so long as that day is a school vacation day. Otherwise, this day may be taken as a floating holiday).
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Day in connection with Christmas
- New Year's Day
- Day in connection with New Year's Day
- Civil Rights Day
- Memorial Day

12. GRIEVANCE PROCEDURE

A. *Definition*

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

B. *General Provisions*

1. All time limits specified in this article shall mean calendar days. Time limits indicated hereunder are maximum unless extended by mutual agreement.
2. All such agreements to extensions must be in writing. Grievances pending at the end of the school year shall be resolved expeditiously and prior to the end of the contract year unless deferred by mutual agreement.
3. The Board shall have the right to representation of its own choosing.
4. The individual grievant shall have the right to representation of his or her own choosing excluding representation by a member, an agent or an employee of any other employee organization.
5. A grievance will be heard other than during the covered employee's normal working day.
6. The Board and/or the covered employee will make available upon request such records or other documents which the aggrieved and the Board agree are pertinent to the processing of the grievance.
7. All documents, communications and records dealing with the processing of the grievance shall be filed separately from the regular personnel files.

8. Failure at any Grievance Level to communicate the decision within the specified time limits to the grievant(s) or the Association Representatives will result in proceeding to the next level.
9. A grievance may be submitted directly to the level having adequate authority to resolve the issue grieved.

C. *Grievance Procedure*

Informal Level

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

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

Level 1 - Principal or Supervisor

A grievant with a grievance shall present it in writing, setting forth the provision(s) of agreement violated and the requested solution, to his immediate supervisor who shall respond to said grievance and provide the rationale for his decision in writing within 5 days.

Level 2 - Superintendent

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

Level 3 - School Board

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

13. DEDUCTIONS

The Board agrees to deduct from the salaries of its paraprofessional staff, dues for the membership in the Claremont Paraprofessional Association, as said members voluntarily authorize the Board to transmit the monies to the Claremont Association, starting September. Employees who elect to have

dues deducted may authorize these by completing the appropriate form (see Appendix A). Such authorization shall remain in effect from year to year unless revoked in writing.

14. MISCELLANEOUS PROVISIONS

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the full extent permitted by law, but all other provisions or applications shall continue in full force.

15. NEGOTIATION PROCEDURE FOR A SUCCESSOR AGREEMENT

On or before September 10, 2010 the Association will contact the Board by letter to notify the Board and appointed Board Representatives (if known) of its desire to meet and negotiate a successor agreement. If proper notice is given both parties will meet no later than September 30, 2010 to start negotiations.

This Agreement shall be in effect July 1, 2008

Karen Gherardi
Paraprofessional Representative

John Napsey
Chair, Claremont School Board

Elizabeth Gierko
Paraprofessional Representative

Colby Casey, Board Member

Susan Sanborn
Paraprofessional Representative

Jeff Colburn, Board Member

Mary Dakin, Board Member

David Putnam, Board Member

Chris Shaban, Board Member

Christine Terrell, Board Member

Date of Paraprofessional Signatures

Date of Board Signatures