

2017-2020
AGREEMENT

BETWEEN
CLAREMONT SCHOOL BOARD
AND
THE CLAREMONT ASSOCIATION OF
PARAPROFESSIONALS

May 2017

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

July 1, 2017 – June 30, 2020

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

This agreement is effective from July 1, 2017 through June 30, 2020.

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-two and one half (32.5) 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 15-32.5 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. Each school in the district shall establish a consistent practice regarding: (1) time to each lunch; and, (2.) a 15 minute break during the school day in addition to lunch time.

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 employees working 15 or more hours per week. 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 will 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*

Anytime a paraprofessional serves as a substitute teacher for 1 or more hours, the employee will be paid an additional \$9.20 per hours. No prior approval is needed for this to be implemented.

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. Staff are not to transport students during the school day in their personal vehicles.

P. *Longevity Award*

The Board will recognize paraprofessionals upon completion of 10 consecutive years of service to the Claremont School District. Any paraprofessional leaving the district's employment and providing eighteen (18) months notice shall receive a longevity award as follows:

10-14 years \$1,000.00

15-19 years \$1,500.00

R. *Teaching Duties*

Except in unusual circumstances, paraprofessionals will be notified of the assignments at their summer address by the principal as soon as practicable but not less than five (5) days prior to the opening of classes for the ensuing year.

S. Paraprofessional Hiring and Mentoring Program:

The parties will meet (voluntarily and without pay) during the term of this agreement to develop an attempt to implement a Paraprofessional Mentoring Program. The Association President or designee may participate in the hiring committee for new paraprofessionals at no cost to the employer.

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.

Association members transferring to non-association positions shall have a one year period of time, beginning on the transfer date, during which seniority within the association shall be retained. In addition, members may opt to return to the association within that same one year period.

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

In the event it becomes necessary to reduce the number of Paraprofessionals through lay off for reasons as provided, Paraprofessionals shall be laid off and retained on the basis of seniority, provided the following qualifications are equal:

- Training related to remaining jobs
- Transfer to another position can be completed with a minimum of training
- Paraprofessional evaluations
- Ability to perform (See 6B for definition)*

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 ten (10) 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 from sick leave pool after an incapacitating illness or disability provided she/he has been out five (5) consecutive days and has exhausted all accrued sick leave. Upon presentation of evidence of disability or illness to the Administrative Committee and approval of same.

B. *Personal Leave*

The Board will grant two (2) 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). Written notice does not need to contain a reason for requesting the personal leave. 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

An employee shall be paid a bonus of \$100 if no personal leave is taken during the school year; \$50 if no more than one such day is taken and \$25 if no more than two such days are taken. The bonus shall be paid no later than June 30th of the school year in which the bonus is earned.

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, partner or child: Five (5) work days taken within ten (10) working days after the date of death. Child for purposes of this article shall include biological, adopted, grandchildren and children living in your household.
2. Father, Mother, Father-in-law, Mother-in-law, Sister, Brother, relative or ward residing in the employee's household: Three (3) work days taken within five (5) working days after the date of death.
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 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
- Workshops and conferences attended during a school day

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. Effective July 1, 2017, 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 70% of the cost of Access Blue AB 20 R10/20/45 eligible coverage (single, two person, and family health insurance). Employees may select different coverage from plans offered by the District but the District's contribution shall remain equivalent to 70% of the Access Blue AB 20 eligible plan costs regardless of the plan or coverage selected.

Effective July 1, 2018, 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 75% of the cost of Access Blue AB 20 R10/20/45 eligible coverage (single, two person, and family health insurance). Employees may select different coverage from plans offered by the District but the District's contribution shall remain equivalent to 75% of the Access Blue AB 20 R10/20/45 eligible plan costs regardless of the plan or coverage selected.

Effective July 1, 2019, 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 Access Blue AB 20 R10/20/45 eligible coverage (single, two person, and family health insurance). Employees may select different coverage from plans offered by the District but

the District's contribution shall remain equivalent to 80% of the Access Blue AB 20 R10/20/45 eligible plan costs regardless of the plan or coverage selected.

2. The enrollment periods will be:
 - a. for new employees, hired prior to September – enrollment ends on September 15.
 - 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.
3. Payroll deductions will be deducted over 21 payroll periods, 2/39 of the cost in 18 full week pay periods, 1/39 of cost in non-full week pay periods.

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 \$50,000 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.

C. *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.

D. *Long-term Disability*

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

F. *Course Reimbursement*

1. In the 2015-2016 contract year a fund of \$8,000 shall be provided for reimbursement of undergraduate college courses. The fund will be administered on a first-come, first served basis based upon when the SAU receives the course registration form. If, on June 1, there are funds remaining, these remaining monies shall be equally distributed to individuals who were not fully reimbursed during the school year.
2. Individuals shall be limited to an initial reimbursement of \$350.
3. The course must be pre-approved by the Superintendent or designee. Reimbursement for the course will be paid upon successful completion of the course (proof of grade of C or better).

G. *Staff Development*

1. The District shall pay the full cost of workshops, seminars, or other programs, and expenses, which an employee is required or requested to attend. The cost of these programs shall not be included in any fund limits.
2. Reimbursement for workshops will be approved by the Superintendent or designee at the time of application and paid upon successful completion of the workshop.

H. *Recertification*

1. The District will reimburse 100% for paraprofessional recertification. This fee is paid every three (3) years. This cost shall not be included in any fund limits.

9. SALARY

Add three steps at 3% between steps, one each year of the contract.

	NON NCLB	NCLB COMPLIANT
[STEP 0]	\$0.00	\$0.00
[STEP 1]	\$9.52	\$11.91
[STEP 2]	\$9.80	\$12.27
[STEP 3]	\$10.11	\$12.64
[STEP 4]	\$10.40	\$13.00
[STEP 5]	\$10.77	\$13.50
[STEP 6]	\$11.09	\$13.92
[STEP 7]	\$11.43	\$14.32
[STEP 8]	\$11.76	\$14.75
[STEP 9]	\$12.11	\$15.21
[STEP 10]	\$12.48	\$15.67
[STEP 11]	\$12.85	\$16.12
[STEP 12]	\$13.25	\$16.61
[STEP 13]	\$13.64	\$17.11
[STEP 14]	\$14.33	\$17.75
[STEP 15]	\$14.77	\$18.28
[STEP 16]	\$15.20	\$18.83
[STEP 17]	\$15.66	\$19.39
[STEP 18]	\$16.13	\$19.97
[STEP 19]	\$16.61	\$20.57
[STEP 20]	\$17.11	\$21.19
[STEP 21]	\$17.62	\$21.82

Commencing the 2017-18 school year, all employees hired as a paraprofessional prior to August 1, 2015 will receive two steps on the pay scale. Employees hired as a paraprofessional on or after August 1, 2015 will receive one step. Employees at step 18 shall move to the new step 19.

Commencing the 2018-19 school year, all employees hired as a paraprofessional prior to August 1, 2014 will receive two steps on the pay scale. Employees hired as a paraprofessional on or after August 1, 2014 will receive one step. Employees at step 19 shall move to the new step 20.

Commencing the 2019-20 school year, the wage scale shall be adjusted by 1%. All employees will receive a one step increase. Employees at step 20 shall move to the new step 21.

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 I/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.

Listed below are NCLB Compliant requirements.

1. Complete two years of study at an institution of higher education (48 semester hours or 72 quarter hours)
2. Obtain an Associate's degree or higher
3. Meet a rigorous standard of quality and be able to demonstrate through a formal assessment, knowledge of and the ability to assist in the instruction of reading, writing, and mathematics (or when appropriate, reading readiness, writing readiness, and mathematics readiness). This may be in the form of a portfolio review, ParaPro test, or some other approved assessment.

In order to be eligible for NCLB Compliant status, a paraprofessional must provide satisfactory evidence to the Superintendent or designee at time of hire or before August 15 of the current school year in order to be eligible for NCLB Compliant Status. Satisfactory evidence shall mean a transcript showing evidence of an associate's degree or the equivalent of two years of college. NCLB Compliant documentation from a previous school district may be submitted for review.

Paraprofessional will be paid one (1) hour of straight time pay to attend periodic staff meetings at their particular school. The invitation is up to each building principal. Paraprofessional attendance at these meetings is encouraged.

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. To be included in salary, all certifications must be received by August 31 each school year or upon date of hire if during the school year.

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 In formal 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

Upon completing probation, as provided in the job description (90 days), all paraprofessionals must, as a term of continued employment, either join the Association or pay a maintenance fee. 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 of each year. The employer will withhold and forward to the Association an amount for members 1% of their gross salary and .5% of a maintenance fee payer gross salary on a payroll basis. Such authorization shall remain in effect from year to year.

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, 2019 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, 2019 to start negotiations.

Notice: in the event, as of January 1, 2020, the health insurance plan under this agreement is projected to trigger so-called "Cadillac tax", the parties agree to exchange proposals identifying changes, including but not limited to, a plan that complies with the Affordable Care Act and that does not result in the position of the so-called "Cadillac tax" no later than October 31, 2018. The parties acknowledge that coverage and benefits available under the plans they propose may modify and/or reduce coverage and benefits currently available. If the parties are not able to agree on one of these two proposed plans, the plans will be submitted to binding arbitration no later than December 3, 2019 with a mutually acceptable arbitrator. In the event the parties cannot agree on an arbitrator, the NH PELRB will select. After hearing from both parties, the arbitrator will choose one of the two proposed plans by February 1, 2019 and that plan

will be implemented on July 1, 2019. The District agrees to continue to contribute the same percentage rate of the yearly premium cost for the Single, Two Person and Family Plans.

This Agreement shall be in full force and effect from and after the date of this Agreement and shall expire on June 30, 2020.

Union Representative
President

Claremont School Board
Chair

Date

Date

APPENDIX A

Paraprofessional Dues Deduction Form

Claremont School District Deduction Authorization Form

Name _____

(Please Print)

"I hereby authorize the Claremont School District to withhold from my salary the sum of \$2.00 per pay for membership dues as follows:"

D For membership in the Claremont Association of Paraprofessionals, the sum of \$42.00 per year.

"I choose to pay an annual maintenance fee of \$5.00. This fee is due by the end of September of each year.

D (Cash or check made payable to Claremont Association of Paraprofessionals and sent to the Treasurer of the Association.)

The sums thus to be deducted (checked above) are hereby assigned by me to the Claremont Association of Paraprofessionals and are to be remitted by the Claremont School District to the Treasurer of the Association and having done so, the Board shall be held harmless from any claim(s) in connection with the provisions of Article VIII of the Bylaws. It is further agreed that the Board assumes no financial liability except to forward on a monthly basis (by the 15th of each month) those funds which have been properly authorized and deducted the last day of the preceding month.

This authorization and assignment shall continue in full force and effect from year to year unless notified in writing by me between June 1 and September 1 to cease deductions for the coming year .

Signature: _____

Date: _____

SAU #6
Paraprofessional Job Description - General

- Title:** Paraprofessional
- Reports to:** Principal and/or Designee
- Evaluated by:** Principal and/or Designee (within 90 days for new hires; annually with returning employees at end of school year.
- Qualifications:** Must have completed a high school diploma at a minimum for non-Title I paraprofessional positions; For Title I paraprofessional positions, must meet HQT requirements under NCLB, or in a school-wide Title I school -all paraprofessional positions must meet HQT requirements under NCLB. Previous experience with assisting children and teachers in an educational environment would be recommended.
- Position Description:** The paraprofessional helps the assigned professional staff member(s) with various tasks ranging from completing classroom clerical items; working with students individually, in small groups, in large group; implementing programs under the supervision of a certified staff member such as a library media program; and/or completing assigned duties. The paraprofessional helps the professional staff member(s) maintain classroom/program goals and objectives which support those set by the State and Local Boards of Education. Job description to be attached to Letter of Intent to Employ.
- Duties:**
- Implements activities aligned with the required educational program.
 - Completes duties as assigned.
 - Helps determine if program/curriculum/IEP/504 objectives are being met.
 - Supervises students as required to maintain a positive learning environment.
 - Conducts individual, small group, or large group instructional tasks assigned by the supervising staff member.
 - Escorts students to and from instructional/building areas.
 - Makes recommendations to certified staff members based on data collected on student performance, social interactions, and other pertinent observations.
 - Offers information about students to teachers, case managers, administrators, guidance staff, consulting therapists, or nurses as appropriate.
 - Demonstrates mastery of subject area or program.
 - Communicates effectively with students and staff.
 - Works cooperatively with staff members toward attaining school/program goals.
 - Takes appropriate action in response to parent requests and concerns.
 - Reads and abides by the Paraprofessional Master Agreement.
 - Participates in appropriate professional development to increase job skills.
 - Maintains confidentiality of any information about students gained through employment in the school district.
 - Uses technology appropriately according to the Acceptable Use Policy.
 - Reads and follows all handbook and policy requirements.
 - And anything else assigned by the supervisor(s).

Work Ethic Required: Accepts responsibility.
Follows oral and written instructions.
Works independently.
Operates equipment competently.
Accepts constructive criticism.
Is cooperative.
Motivates students to accept challenges without doing the work for them.
Models effective problem solving.
Shows understanding of students' needs.
It on time to work.
Has good attendance.
Is dependable.
Uses good judgment.
Uses discretion.
Is appropriately groomed for a school environment.

Job Responsibilities Specific to this Position:

1. _____

2. _____

3. _____

4. _____

5. _____

7/09

ASSESSMENT OF CANDIDATE'S STRENGTHS AND PROFESSIONAL DEVELOPMENT NEEDS
For
PARAEDUCATOR - 1

Ed 504.05 CERTIFICATION AS A PARAEDUCATOR -I: The following shall apply to the position of Paraeducator - I:

<i>COMPETENCY</i>		<i>ASSESSMENT</i>	<i>Met</i>	<i>Not Met</i>
(a)	To be certified as a Paraeducator –I, an individual shall meet the following entry level requirements relative to education and experience:			
(1)	Possess a high school degree or GED equivalent,			
a.	Demonstrate a knowledge of and the ability to assist in instruction of as determined by the professional educator and including areas such as reading, writing, mathematics, behavior professionalism, as evidenced by a formal assessment managed by the department and administered by the department or the local district.			
(b)	Qualifications for a Paraeducator - I shall include the following skills, competencies and knowledge			
(1)	As relating to professionalism, the individual shall demonstrate ability for or knowledge of:			
a.	Appropriate social interactions in various group settings;			
b.	Participation in ongoing professional development and self-evaluation and application of constructive feedback;			
c.	A clear understanding of professional ethics, including the need to maintain confidentiality of information regarding students, staff, and families, and the legal rights and responsibilities of school staff and students;			
d.	Reflection on the effects of his or her choices and actions on students, parents, and others in the community;			
e.	Following the health and safety protocols and practices established by a school district.			

(2)	As relating to knowledge of reading and writing, the individual shall demonstrate ability to:
a.	Read and comprehend passages written in English;
b.	Identify key elements in a written passage;
c.	Use standard spoken English appropriately;
d.	Communicate thoughts, ideas, information, and messages in writing;
e.	Retrieve information from print and electronic resources.
(3)	As relating to classroom skills relating to reading writing, the individual shall demonstrate ability to:
a.	Assist students to use study skill strategies;
b.	Read aloud to children using appropriate phrasing and inflection;
c.	Reinforce reading skills in small groups or one-on-one settings;
d.	Use a variety of technologies, including assistive technologies, to help students develop reading, writing, and learning skills.
(4)	As relating to knowledge of mathematics, the individual shall demonstrate ability to:
a.	Use tables, graphs, diagrams, and charts to obtain or convey quantitative information;
b.	Use quantitative data to construct logical explanations for real-world situations;
c.	Express mathematical ideas and concepts orally and in writing;
d.	Apply mathematical concepts to real life situations.
(5)	As relating to classroom skills relating to mathematics, the individual shall demonstrate ability to perform the following skills under the supervision of a professional;
a.	Reinforce mathematical skills presented by the teacher;

		b.	Help students use manipulatives to express mathematical ideas;
		c.	Assist in the review and evaluation of students' work in mathematics;
		d.	Use technologies to help students create charts, graphs, and projects that express mathematical concepts and skills;
		e.	Use a variety of technologies, including assistive technologies, to help students learn mathematical concepts and skills.
	As relating to supporting the classroom environment, the individual shall demonstrate knowledge:		
		a.	Of the developmental stages through which children progress from birth to age 21;
		b.	That there are various risk factors that might prohibit or impede typical development;
		c.	That students have different learning styles;
		d.	Of the influence that families have on childhood learning and development;
		e.	Of a variety of teaching strategies that teachers may use;
		f.	Of the necessity to be sensitive to diversity in cultural heritages, lifestyle, and value systems among children, youth and families;
		g.	Of the applicable laws, rules, regulations, and procedural safeguards that must be observed in educational environments;
			Of a range of classroom and behavior management strategies that a teacher might use to create a climate conducive to learning;
		1.	That student learning needs may be assessed in a variety of ways, including, but not limited to, observation, conversation, testing, and analysis of the work of students;
		J.	Of the various approaches to reading, writing, and mathematics that are used in schools.

(7)	As relating to supporting the classroom environment, the individual shall demonstrate the ability, under supervision of a professional, to:
	a.
	b.
	c. Prepare and organize materials to support teaching and learning;
	d. Use strategies that promote students independence;
	e. Function in a manner that demonstrates the ability to use effective problem solving, engage in flexible thinking, employ appropriate conflict management techniques and analyze one's own personal strengths and preferences;
	f. Use a variety of developmentally and age appropriate materials and equipment, including assistive technology, to support students' learning;
	g. Use approaches such as but not limited to, modifying the learning environment, implementing district or building behavior programs and implementing individual behavior plans in order to manage individual student's behavior;
	h. Use strategies that support students' appropriate social skills;
	i. Communicate, following instructions and use problem-solving and other skills that will enable the individual to work as an effective member of the instructional team;
	j. Carry out assessment activities to collect and document objective information about the students' strengths and needs;

	k.	Assist with maintaining student records including using any technology employed by the district;
	l.	Seek help from appropriate sources as necessary;
	m	Support the instructional choices made for students.

ASSESSMENT OF CANDIDATE'S STRENGTHS AND PROFESSIONAL DEVELOPMENT NEEDS

**For
PARAEDUCATOR - 11**

New Hampshire's PARAEDUCATOR –II certification meets the requirements for paraprofessionals with instructional duties identified in Title I, as amended by the *No Child Left Behind Act (2001)* [section 1119 (c) (1) (C)]. *NCLB* includes higher standards in order to ensure that students who need the most help are taught by highly qualified teachers and paraprofessionals. Competencies outlined in (b)(2), (b)(3), (b)(4) and (b)(5) are designed to be identical to Option C of *NCLB*. The rubric below ensures that candidates meet the same rigorous standards detailed in *NCLB*.

Ed 504.05 CERTIFICATION AS A PARAEDUCATOR - II. The following shall apply to the position of Paraeducator – II:

<i>COMPETENCY</i>		<i>ASSESSMENT</i>	<i>Met</i>	<i>Not Met</i>
To be certified as a Paraeducator, an individual shall meet the following entry level requirements relative to education and experience:				
(I)	Possess a high school degree or GED equivalent; and			
	Meet one of the following requirements:			
a.	Demonstrate a knowledge of and ability to assist in the instruction of reading, writing, or mathematics or reading readiness, writing readiness, or math readiness, as evidenced by a formal assessment managed by the department and administered by the department or the local district.			
Qualifications for a paraeducator shall include the following skills, competencies and knowledge				
As relating to professionalism, the individual shall demonstrate ability for or knowledge of:				
a.	Appropriate social interactions in various group settings;			
b.	Participation in ongoing professional development and self-evaluation and application of constructive feedback;			
c.	A clear understanding of professional ethics, including the need to maintain confidentiality of information regarding students, staff, and families, and the legal rights and responsibilities of school staff and students;			
d.	Reflection on the effects of his or her choices and actions on students, parents, and others in the community;			
e.	Following the health and safety protocols and practices established by a school district.			
(2)	As relating to knowledge of reading and writing, the individual shall demonstrate competency at a level equivalent to the			

	second year of college. Texts and materials used for reading and writing competency must be comparable to those used in post secondary education. The individual shall demonstrate ability to:
a.	Read and comprehend passages written in English;
b.	Identify key elements in a written passage;
c.	Use standard spoken English appropriately;
d.	Communicate thoughts, ideas, information, and messages in writing;
e.	Use language, style, organization, and format appropriate to the subject matter, purpose, and audience;
f.	Check, edit, and revise for correct information, appropriate emphasis, form, grammar, spelling, usage, and punctuation ;
g.	Retrieve information from print and electronic resources.
	As relating to classroom skills relating to reading writing, the individual shall demonstrate ability to:
a.	Assist students to use study skill strategies;
b.	
c.	
d.	Reinforce reading skills in small groups or one-on-one settings;
e.	Use a variety of technologies, including assistive technologies, to help students develop reading, writing, and learning skills;
f.	Use several strategies to reinforce the learning of word study skills, including phonemic awareness, phonics, structures, vocabulary, context, and spelling.
(4)	As relating to knowledge of mathematics, the individual shall demonstrate competency at a level equivalent to the second year of college. Texts and materials used for mathematics competency must be comparable to those used in post secondary education. The individual shall demonstrate ability to:

	a.	Perform computations using addition, subtraction, multiplication, and division;
	b.	Demonstrate the ability to estimate mathematical results;
	c.	Use tables, graphs, diagrams, and charts to obtain or convey quantitative information;
	d.	Choose appropriate techniques to approach mathematical problems;
	e.	Use quantitative data to construct logical explanations for real-world situations;
	f.	Express mathematical ideas and concepts orally and in writing;
	g.	Understanding the role of chance in the occurrence and prediction of events;
	h.	Demonstrate how manipulatives can represent mathematical concepts
	i.	Extract key elements from a word problem and translate the information into accurate mathematical expressions;
	j.	Apply mathematical concepts to real life situations.
	As relating to classroom skills relating to mathematics, the individual shall demonstrate ability to perform the following skills under the supervision of a professional:	
	a.	Reinforce mathematical skills presented by the teacher;
	b.	Help students use manipulatives to express mathematical ideas;
	c.	Assist in the review and evaluation of students' work in mathematics;
	d.	Use technologies to help students create charts, graphs, and projects that express mathematical concepts and skills;
	e.	Use a variety of technologies, including assistive technologies, to help students learn mathematical concepts and skills.
	As relating to supporting the classroom environment, the individual shall demonstrate knowledge:	
	a.	Of the developmental stages through which children progress from birth to age 21;
	b.	That there are various risk factors that might prohibit or impede typical development;
	c.	That students have different learning styles;
	d.	Of the influence that families have on childhood learning and development;
	e.	Of a variety of teaching strategies that teachers may use;
	f.	Of the necessity to be sensitive to diversity in cultural heritages, lifestyle, and value systems among children, youth and families;

		g.	Of the applicable laws, rules, regulations, and procedural safeguards that must be observed in educational environments;
		h.	Of a range of classroom and behavior management strategies that a teacher might use to create a climate conducive to learning;
		i.	That student learning needs may be assessed in a variety of ways, including, but not limited to, observation, conversation, testing, and analysis of the work of students;
		j.	Of the various approaches to reading, writing, and mathematics that are used in schools.
	(7)		As relating to supporting the classroom environment, the individual shall demonstrate the ability, under supervision of a professional, to:
		a.	Assist in maintaining a safe, healthy learning environment that includes following prescribed policy and procedures;
		b.	Use strategies and techniques for facilitating the integration of individuals with exceptional learning needs into various settings;
		v.	Prepare and organize materials to support teaching and learning;
		d.	Use strategies that promote students independence;
		e.	Function in a manner that demonstrates the ability to use effective problem solving, engage in flexible thinking, employ appropriate conflict management techniques and analyze one's own personal strengths and preferences;
		f.	Use and adapt a variety of developmentally and age appropriate materials and equipment, including assistive technology, to support students' learning;
		g.	Use approaches such as but not limited to, modifying the learning environment, implementing district or building behavior programs and implementing individual behavior plans in order to manage individual student's behavior;
		h.	Use strategies that support students' appropriate social skills;
		i.	Communicate, following instructions and use problem-solving and other skills that will enable the individual to work as an effective member of the instructional team;
		j.	Carry out assessment activities to collect and document objective information about the students' strengths and needs;
		k.	Assist with maintaining student records including using any technology employed by the district;
		l.	Seek help from appropriate sources as necessary;

m. Support the instructional choices made for students.
