

**MASTER AGREEMENT**  
**BETWEEN**  
**THE DOVER PARAEDUCATORS' ASSOCIATION**  
**AND**  
**THE DOVER SCHOOL BOARD**

**EFFECTIVE:**

**SEPTEMBER 1, 2020- AUGUST 31, 2023**

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## ARTICLE I

### RECOGNITION, JURISDICTION, MANAGEMENT RIGHTS, DEFINITIONS

#### A. RECOGNITION

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

#### B. JURISDICTION

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

#### C. MANAGEMENT RIGHTS

Except as provided in the contract, the School Board reserves to itself full jurisdiction and authority to manage the affairs of the Dover School District, including but not limited to the right: (a) to determine the means and methods of operation to be carried on; (b) to determine the selection, direction, and number of its employees; (c) to determine the methods, means, and personnel by which the operations of the District are to be conducted; (d) to maintain the efficiency of the District's operations; (e) to conduct District operations in a safe and efficient manner; (f) to hire, promote, demote, transfer, assign, retain, discipline, suspend, or discharge District employees; (g) to determine the functions, programs, and methods of the District, including the use of technology; and (h) to determine the District's organizational structure.

#### D. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE II**

### **NO-STRIKE PROVISION**

In consideration of this Agreement and its terms and conditions, the Association, its officers, representatives, and members shall not, during the term of this Agreement or thereafter, and within the District, engage in or condone any strike, slow-down, work stoppage, or other concerted refusal to perform any legitimate assignment on the part of any employee(s) represented hereunder.

## **ARTICLE III**

### **GRIEVANCE PROCEDURE**

#### **A. GRIEVANCE**

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

#### **B. GRIEVANCE PROCEDURE**

##### **1. Level One (Informal)**

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

##### **2. Level Two -- Principal (Formal Written)**

A grievant wishing to process a grievance at Level Two will do so in writing to the Principal or immediate supervisor within eight (8) school days from the conclusion of the discussion at Level One. The grievance shall be specific in nature and shall state the provision(s) of

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

### **3. Level Three -- Superintendent**

If the grievant is not satisfied with the Principal's decision rendered at Level Two, the grievant may, within eight (8) school days of receipt of that decision, appeal that decision to the Superintendent of Schools. The grievance must be submitted in writing stating the specific nature of the grievance and remedy requested and shall include a copy of the Level Two decision. The Superintendent may schedule a meeting at a mutually convenient time to discuss the grievance with the employee and the Association. Both parties reserve the right to include consultants in any such meeting. The Superintendent shall respond in writing together with supporting reasons to the employee, Association, and Principal within ten (10) school days from the date the grievance is filed at Level Three. This period may be expanded to twenty (20) school days if the Superintendent is unable to address the matter because of previous commitments.

### **4. Level Four -- School Board**

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

Principal, and Superintendent's office within twenty (20) school days from the date the grievance is received.

### **C. ARBITRATION**

1. Any grievance which remains unsettled after having been fully processed pursuant to the provisions of the grievance procedure as stated herein may be submitted to arbitration by the Association by filing with the School Board and the American Arbitration Association a request for arbitration within twenty (20) school days after the final decision of the School Board has been given to the Association.
2. A request for arbitration shall state in reasonable detail the specific nature of the dispute and the remedy requested. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing. Only one request shall be scheduled for the same arbitration hearing except by mutual agreement of the parties.
3. In the conduct of an arbitration hearing, the applicable provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply.
4. The arbitrator shall issue a decision no later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue submitted. The decision of the arbitrator shall be final and binding except that any decision of the arbitrator which requires the School Board to expend more than two thousand dollars (\$2,000) shall be advisory to the School Board which shall, in such cases, make a final decision within twenty (20) school days after receiving the arbitrator's decision.

### **D. ADDITIONAL PROVISIONS**

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



2. The grievant may be accompanied by a local Association representative or a state or national Association representative at Level Three and Level Four.
3. Any complaint which is filed with any agency or court may not also be filed as a grievance under the Agreement.
4. The Association President may on behalf of the Association file grievances affecting the contractual rights of the Association. The Association may not grieve on behalf of an employee when said employee opts not to grieve.
5. The time limits in this article may be reduced or extended by mutual agreement of the parties at each and any level.
6. Failure to refer a grievance to the next level within the specified time shall be considered an acceptance of the decision rendered.
7. Failure at any level of the grievance procedure to render a decision within the specified time limits shall permit the grievant to proceed to the next level.
8. The School Board and the Association shall guarantee the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to his/her personal grievances.
9. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

## **ARTICLE IV**

### **CLASSIFICATIONS AND JOB DESCRIPTIONS**

#### **A. CLASSIFICATIONS**

1. All Paraeducators shall be assigned to one of the following classifications:

***Classification 1:***

Non-instructional Aides

- Clerical Aides (Copier Aide)
- Supervisory Aides ( Parking Aide, Kiosk Aide)

**Classification 2:**

Instructional #1 – Paraeducators

- Instructional Classroom Aides (Kindergarten Aide, Competency/Credit, Recovery Aide, Tech Ed Aide)
- Librarian Aides
- Special Education Aides
- In School Suspension (ISS) Aides

**Classification 3:**

Instructional #2 – Paraeducators

- Tutors - Federal Projects (Non-certified)
- Computer Aide II
- Literacy Interventionist Tutor (non-certified)

**Classification 4:**

Instructional #3 – Paraeducators

- Tutors - Federal Projects (Teacher Certification Required)
- Tutors E.S.O.L (Teacher Certification Required)
- Literacy Interventionist Tutor (Teacher Certification Required)
- Speech/Language Tutor With Certification as speech/language assistant or speech/language pathologist
- Computer Aide III
- Medical Aide With Certification (LPN/LNA)

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

2. Notwithstanding the classification assignments in Paragraph 1 above, the following rules shall apply:

- a. Any employee who holds a Para I certification from the NH Department of Education shall be paid at Classification 2 or higher.
- b. Any employee who holds a Para II certification from the NH Department of Education shall be paid at Classification 3 or higher.
- c. Any employee who holds one or more of the following certifications and whose assignment requires such certification shall be paid at Classification 4.
  - i. American Sign Language
  - ii. Braille Transcriptionist
  - iii. Licensed Nursing Assistant, Licensed Practical Nurse
  - iv. Speech Language Assistant
  - v. Registered Behavioral Technician
- d. General Provisions
  - i. The District may require employees to provide proof of certification.
  - ii. Paraeducators shall notify the District in writing by December 1<sup>st</sup> if they anticipate earning a wage classification change in the first or second semester of the next school year. Classification changes shall be awarded either at the beginning of the contract year or on the ninety-first student day of the school year. The Paraeducator must complete the certification and submit documentation of such completion to the District before the first work day of the school year to receive classification change at the beginning of the contract year, or before the 91st student day to receive the classification change on the ninety first student day of the school year. If an employee who provided notice by December 1 of the previous year does not complete the certification change and/or submit documentation of such completion to the District by the ninety first day of the subsequent year, the employee may re-submit notification by February 28 that they anticipate earning a wage classification change during the next contract year.

## **B. JOB DESCRIPTIONS**

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

## **ARTICLE V**

### **WORKING CONDITIONS**

#### **A. IN-SCHOOL WORK YEAR**

1. Subject to the educational, operational and financial needs of the District, the work year for Paraeducators shall equal the number of annual student days established by the Board plus a workshop day the day before commencement of classes. Paraeducator attendance at a workshop may be mandatory or optional at the discretion of the Board, or its designees(s). In addition, each Paraeducator will be allowed to attend three (3) scheduled teacher workshop days with full pay within the teaching calendar year. Therefore the work year shall consist of the number of student days plus one, the number of student days plus two, the number of student days plus three, or the number of student days plus four. The existing work year for Paraeducators may be changed after prior notification and consultation with the Association.
2. Each Paraeducator will be allowed to attend one (1) scheduled professional day with full pay, within the teaching calendar year, for the purpose of professional development and growth.
3. Paraeducators shall be eligible to attend workshops in the District and/or to work their regular hours or any combination thereof on early release days. Additionally, no employee shall be required to accept compensation time in lieu of wages.

#### **B. WORK DAY**

1. The existing work day for Paraeducators may be changed after prior notification and consultation with the Association.
2. Paraeducators shall be required to be present in the school building at the start of the employee's regularly scheduled work assignment and remain until the end of the employee's scheduled work period. All assigned duties will be performed within the time periods described in the preceding sentence.

#### **C. LUNCH PERIOD**

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

#### **D. BREAKS**

1. Each Paraeducator shall have a fifteen (15) minute break each work day.

#### **E. CONFERENCES AND MEETINGS**

1. Paraeducators shall be paid their individual hourly rate for any required conferences or meetings held outside their regular scheduled work day.
2. Paraeducators shall be allowed to provide input to the appropriate special educator, case manager, school counselor or classroom teacher (hereinafter, the "Student Team") prior to an IEP, 504, behavior plan, or PAT meeting for a student to whom the employee is assigned. Student Teams shall notify appropriate paraeducators when a meeting regarding the student has been scheduled to provide the paraeducator with an opportunity to provide feedback.
3. The District shall provide paraeducators assigned to work with a student or students with special needs a meeting with the student's case manager in private for up to 10 minutes before beginning work with a student. Information transmitted in the meeting shall include student preferences, student triggers, communication mode or method, safety risks, and personal care considerations. If a meeting is not possible, the paraeducator shall be provided with a checklist containing this information prior to working with a new student.

#### **F. LEAVING THE BUILDING**

1. During their duty-free lunch Paraeducators may leave the building by signing out noting the time that they shall return.
2. Absence from duty (except in cases of emergency) shall result in proportional loss of pay.

#### **G. SCHOOL CALENDAR**

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

#### **H. EMPLOYEE FILES**

1. An employee shall have the right, upon request, to review the contents of the employee's personnel files and to make copies of any documents contained therein. An employee must have a witness of the employer's choice present during such review.
2. Although the district agrees to protect the confidentiality of personal references, academic credentials, and other similar documents received prior to the employee's initial employment, it shall not establish any separate personnel file which is not available for the employee's inspection.
3. Each employee shall acknowledge that an opportunity has been given to see such material by signing the filed copy, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall have the right to submit a written response to such material, and the employee's response shall be attached to the original material.

#### **I. EMPLOYEE EVALUATION**

1. The parties recognize the importance of evaluating the progress and success of both newly employed and experienced personnel for the purpose of improving work performance. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals.
2. All monitoring or observation of the performance of an employee shall be conducted openly and with the full knowledge of the employee.
3. Within 30 calendar days of the beginning of each school year, or within 30 calendar days of a new employee's first day of employment, the employee shall be informed in writing the evaluation procedures, instruments, and job descriptions to be used during his/her employment. The District shall notify the Association of the name and employment date of any new employee within 30 days of employment.
4. Employee conferences may be requested by either the administration or the employee. The conference will occur within ten (10) school days after the request for conference unless mutually agreed otherwise.

5. All formal evaluations shall be reduced to writing and a copy given to the employee within ten (10) school days of the formal evaluation. The employee and the supervisor shall mutually agree to a date and time for a post-evaluation conference to discuss the evaluation. This conference must take place within ten (10) school days after the employee has received the written evaluation.
6. The administration shall promptly notify an employee in writing of any alleged deficiencies, indicate expected correction, and indicate a reasonable period for correction.
7. Appropriate assistance shall be provided to employees upon recognition of any observed deficiencies relating to job performance. Employees are responsible for their own performance and are expected to correct any observed deficiencies.
8. Each employee shall be formally evaluated at least once during the first year of employment and at least once during the following two years. After that, each employee shall be formally evaluated at least once every five years. Employees may request and receive an evaluation at least once annually.

## **J. EMPLOYEE RIGHTS**

1. The School Board agrees that whenever an employee is required to appear before a Principal, the Superintendent, the School Board, or any committee thereof concerning a matter which could reasonably be assumed to lead to formal disciplinary action, the employee shall be entitled to have an Association representative present to advise and represent the employee during such meeting.
2. The employee shall have the right to answer any complaints, and the employee's answer shall be reviewed by the administrator and attached to the filed complaint. An informal meeting shall take place if requested by the employee and/or parent.

## **K. IMMUNIZATIONS**

1. Any Paraeducator who may be placed at risk as a result of the Paraeducator position or job responsibilities should be tested prior to employment for Tuberculosis (Mantoux tuberculin

skin test (PPD) and may request immunization against Hepatitis B and/or tetanus-diphtheria. The cost shall be borne by the School District if administered by a health professional of the district's choice.

**L. EMERGENCY SCHOOL CLOSING**

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

**M. SAFETY**

1. Safety of employees is of paramount concern to the School District. The Association President shall appoint three members to the District's Safety Committee, one from the elementary level, one from the Middle School and one from the High School. The District's Safety Committee is in the process of developing District-wide protocols for addressing employee needs after an incident of student aggression. The Committee plans to finish its protocols by August 31 for District-wide implementation during the 2020-2021 school year. When finalized, the protocols will be implemented for all bargaining unit members, and may be supplemented as needed.
2. Consistent with Article V.A.1, the District will provide the following trainings on a professional development day:
  - a. Avoid, Deny, Defend or comparable program



- b. Bloodborne pathogens
- c. Pupil Safety and Violence Prevention
- d. Title IX
- e. Title VII

**ARTICLE VI**  
**COMPENSATION**

**A. BASIC PAY SCHEDULES**

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

**B. PLACEMENT ON THE PAY SCHEDULES**

1. Members of the bargaining unit shall be placed on the pay schedule at proper step and track of the wage schedule according to the following guidelines: Steps correspond to years of experience. An employee with no experience shall be placed on step 1. An employee with five years' experience shall be placed on step 6, etc. Employees shall receive full credit for years worked as a paraeducator in a public or private school. Other work experience shall be considered on a case-by-case basis and shall be determined by the superintendent.

**C. METHOD AND TIME OF WAGE PAYMENT**

1. Paraeducators shall receive their bi-weekly pay on alternating Fridays.
2. Employees may have their paychecks directly deposited in their personal banks by submitting the appropriate direct deposit materials and authorizations to the school department.

**D. SUBSTITUTE TEACHING**

1. Paraeducators may substitute for members of the professional staff on a volunteer basis and with the permission of the building principal or designee. Employees shall be paid an additional \$8.00 per hour when substituting. An employee shall be considered to be a substitute when they assume the duties of a professional employee for a minimum of thirty (30) consecutive minutes. An employee shall be compensated at the rate of \$4.00 extra for

each thirty (30) consecutive minutes worked in this role. Payroll will inform employees prior to the first day of school as to how this time should be submitted for compensation.

**E. ANNIVERSARY DATE**

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

**F. MILEAGE ALLOWANCE**

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

**G. ITEMIZED PAYROLL DEDUCTIONS**

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

**H. LONGEVITY**

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

|                               |   |
|-------------------------------|---|
| Upon completion of 5 years:   | \$250                                   |
| Upon completion of 10 years:  | \$600                                   |
| Upon completion of 15 years:  | \$800                                   |
| Upon completion of 20 years:  | \$1,000                                 |
| Upon completion of 25+ years: | An additional \$250 per 5 year interval |

2. A break of service of a year or more will result in a loss of longevity.
3. The District shall award longevity in a lump sum during the month of December.
4. Said payment shall be made during the month of December.

**I. SUMMER WORK**

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

## **ARTICLE VII**

### **FRINGE BENEFITS**

#### **A. HEALTH BENEFITS**

1. The School Board agrees to provide to those Paraeducators employed for a combined schedule of thirty (30) hours or more per week, health insurance as follows:
2. Sixty percent (60%) of a single coverage of the premiums of the School Care HMO Option or the equivalent.
3. Paraeducators may use the dollar amounts of the above coverage and apply them to other options and coverage with the Paraeducator paying the dollar difference.
  - a. The employee's contribution will be paid by the individual Paraeducator through payroll deductions.
  - b. The parties agree that all employee health contributions shall be made in accordance with and pursuant to Internal Revenue Service Regulation 125.
4. Those eligible employees who do not enroll in the District's health insurance program and provide documentation that he/she is covered by another employer-sponsored group health plan or a federal or state sponsored plan (other than a plan through a "health insurance exchange" under the Affordable Care Act) shall be paid \$300 each year. Said payment shall be made during the month of December.
5. Paraeducators employed for less than 30 hours per week may opt to participate and purchase at their own expense, health insurance coverage under Schoolcare, provided that such employee is eligible for coverage under that plan (i.e, regularly scheduled to work at least fifteen hours per week).

**B. DISABILITY INSURANCE**

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

**C. LIFE INSURANCE**

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

**D. DENTAL INSURANCE**

1. The School Board will provide a Delta Dental Insurance Plan equal to, or better than, the current plan the School Board provides the school administrators for all members of the bargaining unit employed for a combined schedule of thirty (30) hours or more per week, The District will pay 35% of the premium of a single dental plan.

**E. LIABILITY INSURANCE**

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

**F. TAX-DEFERRED ANNUITY**

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

**G. REQUIRED TRAINING**

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

## **H. COURSE REIMBURSEMENT**

1. The following course reimbursement plan will apply to all full-time Paraeducators employed for a combined schedule of thirty (30) hours or more per week for one hundred seventy seven (177) or more school days. The district will reimburse Paraeducators, who complete approved courses with a grade of B- or better, relating to their current responsibilities or as part of an approved career development program. The district agrees to budget \$4,000 per year for the plan in accordance with the following standards. Courses must be approved in advance by the Paraeducators supervisor and must meet the requirements that the course is related to the Paraeducators job or is part of a career development program. Application forms are available in the office of the Superintendent.
2. Not more than \$900 will be paid to any Paraeducator in any school year for course reimbursement. Approval of courses will be considered according to the funds available. All courses will be obligated for reimbursement at the time of approval. Course reimbursement funds will not be held longer than seventy-five (75) days from the date of course completion. Reimbursement will be paid upon receipt of final grade and proof of payment by Paraeducator.

## **ARTICLE VIII**

### **LEAVES**

#### **A. EARNED LEAVE**

##### **1. ACCRUAL & USAGE**

The District shall grant employees thirteen days of earned leave annually. A "day" shall correspond to the number of hours in the employee's typical work day. The District shall grant five days of earned leave on the first day of work, and employees will earn one (1) day per month up to (thirteen) 13 earned days with full pay annually. Employees may carry over a maximum of one hundred (100) earned days annually.

Employees may use earned leave in half-hour increments for the employee's personal illness, illness of a family member, or for personal matters that cannot be accomplished outside the work day.

## **2. VACATION PERIODS**

Earned days may be used to continue pay during non-paid week days during the Holiday Recess, Winter Recess, and Spring Recess.

## **3. SEVERANCE BUY-BACK**

The District will buy back 30% of a maximum of 100 days of accumulated earned leave from employees who separate from the District after ten years of employment. The District will buy back unused earned leave at the employee's regular daily rate. No payment will be made unless the District has received at least two weeks' advance written notice of separation from employment from the employee. The severance amount will be paid via the District's regular payroll process and included in the employee's last paycheck.

## **4. LIMITATIONS**

Employees may not use more than three consecutive earned days without District approval. Employees may not use earned leave time to extend the Summer Recess, Holiday Recess, Winter Recess or Spring Recess.

## **5. LEAVE REQUESTS**

All leave requests shall be submitted using the District's employee attendance system. Non-scheduled emergency leave shall be supported in writing as soon as possible. The Superintendent or Superintendent's designee shall respond in writing to deny or approve all requests. If the District does not respond to a request within three work days, the request shall be approved.

## **6. UNPAID LEAVE**

Employees shall not take unpaid leave except by permission of the District. The District may discipline any employee who is absent from work without permission.

## **B. FUNERAL LEAVE**

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

Not to exceed one (1) day:

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

Not to exceed three (3) days:

- Brother-in-law
- Sister-in-law
- Son-in-law
- Daughter-in-law
- Sister
- Brother
- Parent-in-law
- Relatives living in the household

Not to exceed five (5) days:

- Spouse
- Child
- Parent
- Sister or brother living in the household

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

## **C. JUROR LEAVE**

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

#### **D. MILITARY LEAVE**

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

#### **E. ASSOCIATION LEAVE**

1. The Association President or the President's designee shall receive one (1) school day per year to attend to the affairs of the Association. The Association shall receive four (4) additional school days per year to allow four (4) member of the Association to attend the NEA-NH annual Delegate Assembly.

#### **F. EMERGENCY LEAVE BANK**

Employees who qualify for earned leave may contribute to an Emergency Leave Bank. Each employee who wishes to be covered by the Emergency Leave Bank program for the length of their employment must enroll between July 1 and September 30 of any school year. Enrollment is accomplished by donating in writing, from one (1) to five (5) days of earned leave. Donated earned leave days will be deducted from the donating employee's accumulated earned leave. There is no limit to the total of leave days that may be in the bank at any given time, but the Association cannot withdraw a cumulative total of more than one hundred and fifty (150) days in any single school year. Employees who have already enrolled in the Emergency Leave Bank program may help replenish the supply of days in the bank by donating, in writing, from one (1) to five (5) additional earned days, so long as it is done between July 1 and September 30, or between February 1 and February 28 of any school year.



1. The basic criteria for applying for and using sick leave from the Emergency Leave Bank shall be:
  - a. The covered employee's accumulated earned leave must be exhausted; AND
  - b. The covered employee or family member shall have a serious health condition (as defined by FMLA).
  
2. Application for use of the Emergency Leave Bank shall be made to an Association-designated committee of three (3) Paraeducators for evaluation and disposition based upon reasonable rules and regulations adopted by the Association to administer this benefit. The decision of the Association committee to approved use of the EmergencyLeave Bank shall be communicated in writing to the Superintendent for record-keeping purposes. It shall also be the responsibility of the Association to communicate, in writing, to the Superintendent's Office the names of employees contributing to the Emergency Leave Bank.

#### **G. FAMILY AND MEDICAL LEAVE ACT (FMLA)**

The District shall provide FMLA leave in accordance with federal Law and RSA 189:73. All Family and Medical Leave Act (FMLA) leave requests must be approved by the Superintendent. FMLA leaves will be granted with appropriate documentation and will be without pay, unless the employee has available accrued paid leave which shall be used concurrently with FMLA leave.

### **ARTICLE IX**

#### **HOLIDAYS**

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

1. Labor Day – if the teacher work year has commenced
2. Columbus Day
3. Veterans' Day
4. Day Before Thanksgiving
5. Thanksgiving

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

## **ARTICLE X**

### **EXCLUSIVE ASSOCIATION RIGHTS AND RESPONSIBILITIES**

#### **A. PAYROLL DUES DEDUCTION**

The Board agrees to deduct Association dues from the pay checks of its Paraeducators and transmit such funds to the Dover Paraeducators Association treasurer on a monthly basis, provided that individual employees written authorization for such dues deduction and transfer. The Association shall indemnify and hold the District and the Board and its representatives/designees harmless from any and all claims arising out of the deduction and transmission of Association dues.

Any employee who does not voluntarily and individually authorize the School Board to deduct dues or who has not presented proof of payment of dues to the Superintendent of Schools by October 1 of each year, shall have an amount determined by the Association, but not to exceed full Association dues, deducted from their paycheck each pay period. The Association agrees to defend and hold the Board and its representatives/designees harmless from any and all claims arising from the enforcement of this provision or from the collection of Association dues.

1. The Dover Paraeducators' Association shall certify to the School Board in writing the current rate of its membership dues. If there is any change in the rate of its membership dues, the Association shall give the School Board written notice, prior to the effective date of such change. Dues deductions shall be made on each pay week in an amount equal to  $\frac{1}{21}$  of the annual dues as defined in this paragraph.
2. The Association shall be notified of any Paraeducator being dropped from payroll deductions.

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

## **B. USE OF BUILDINGS**

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

## **C. BULLETIN BOARDS**

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

## **D. MAIL FACILITIES AND MAILBOXES**

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

## **E. COMMUNIQUÉS**

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

## **F. INFORMATION**

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

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

#### **G. ASSOCIATION REPRESENTATIVE**

1. The Association shall furnish the School Board with a list of its officers and authorized representatives and shall as soon as possible notify the School Board in writing of any change.
2. For the purpose of processing grievances and requesting Association use of school buildings, no Paraeducator shall be considered to be an Association representative by a Principal, the Superintendent, or the School Board unless such employee's name appears on the current list described in the preceding paragraph.

#### **H. ASSOCIATION'S RIGHT TO SPEAK**

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

#### **I. PROTECTION OF INDIVIDUAL AND GROUP RIGHTS**

1. Nothing contained herein shall be construed to prevent the School Board, a member of the School Board, or their designated representatives from meeting with any employee for expression of the employee's views. In the area of collective bargaining, no changes or modifications in this Agreement shall be made except through consultation or negotiation with the Association.
2. Nothing contained herein shall be construed to permit any organization other than the Association to participate in the processing of a grievance.
3. Nothing contained herein shall be construed to prevent any paraeducator from informally discussing any dispute with his/her immediate superior or processing a grievance on his/her own behalf in accordance with the grievance procedure.

## **J. NO ASSOCIATION ACTIVITY ON SCHOOL TIME**

1. Except as provided herein, the Association agrees that no paraeducator or Association representative will engage in Association activities during his/her assigned duties.

## **K. DISCIPLINARY GUIDELINES**

1. Discipline, up to but not including nonrenewal, shall be administered only for reasonable cause provided that such protection shall not apply until an employee has been employed as a Paraeducator for the District for at least twelve (12) months.

# **ARTICLE XI**

## **ASSIGNMENTS, TRANSFERS, VACANCIES, AND PROMOTIONS**

### **A. ASSIGNMENTS**

1. Reasonable effort will be made to notify Paraeducators of their work duties for the forthcoming year not later than June 15. Failure to provide this notice shall entitle the employee to employment during the succeeding year. Any notices of nonrenewal shall be forwarded to the employee and the Association. Nonrenewed employees with at least five years of service to the District shall be notified in writing of the reason or reasons for nonrenewal.
2. In the event that changes in such schedules and/or assignments are proposed after August 15, any employee so affected shall be notified as soon as practicable. Upon request of the employee, changes shall be promptly reviewed between the Principal or immediate supervisor and the Paraeducators. The Paraeducators, at the employee's option, may have a representative of the Association present at said meeting.

### **B. INVOLUNTARY TRANSFERS**

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

### **C. VOLUNTARY TRANSFERS**

1. Paraeducators who desire a change in assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than April 25 preceding the school year for which the change is desired. Such statement shall include the position to which the Paraeducator desires to be transferred.
2. Vacant positions within this bargaining unit shall be posted on all school bulletin boards for five (5) school days. Paraeducators may apply for any vacant position(s). The District shall hire the most qualified individual for any position without regard to their membership in this unit. In the event any member of this unit applies for and is qualified to fill a position without any additional training, he or she shall be awarded an interview. Any member of the bargaining unit who is interviewed but not hired will, upon request, receive suggestions about how to be better qualified for the position.

#### **D. PROMOTIONS**

1. Promotional positions are defined as positions outside the collective bargaining unit which require greater educational attainment and/or training.
2. Whenever any vacancy in a promotional position occurs, it will be adequately publicized by the District by means of a notice placed on the school bulletin board in every school as far in advance of the appointment as practicable.
3. All qualified Paraeducators who ask for an interview shall be interviewed.
4. If said candidate is not elected by the School Board, the vote will not be reflected in the candidate's employment record.

### **ARTICLE XII**

#### **LAYOFFS**

Notification of intended layoffs shall be given as far in advance as possible.

- A. An employee shall have the right to an explanation for the reasons of layoff by the Superintendent or the Superintendent's designee. The personnel file of an employee laid off

for economic reasons (including decrease in enrollment) shall indicate that such was the reason for layoff.

- B.** Any necessary layoff (based upon budgetary or other economic reasons) within Classification 1 of this bargaining unit shall be by classification and seniority. The person with the least continuous service to the District shall be selected for layoff. In Classification 2, layoffs for instructional classroom aides and special education aides, shall be by specific job and grade so that K-grade 4, grade 5-grade 8, and grade 9-grade 12, special education, and classroom aides shall be selected for layoff by continuous service within said grade groupings. Librarian and school suspension aides shall be selected by continuous service within the specific position without regard to grade level. In Classification 3, layoffs for Title One tutors (Tutors-Federal Projects) shall be by specific job and grade as set forth herein. In Classification 4, layoffs for Tutors-Federal Projects and Tutors-ESOL, shall be by specific job and grade as set forth herein. Other positions in Classification 4 shall be subject to layoff based upon the least continuous service to the District in each specific position without regard to grade level.
- C.** Laid off employees may bump bargaining unit members with less seniority, within the classification or lower, provided they are qualified to do the job of the person they wish to bump. If an employee bumps into a lower classification, s/he will be paid on the step for the lower classification.
- D.** Laid off employees shall have recall rights up to one (1) year. When a qualified employee is offered a position through recall, said person will have five (5) work days to accept or decline the offer. Refusal to accept a recall offer in the same classification will terminate the District's obligation to recall. Refusal to accept a recall offer in a lower classification will not terminate the District's obligation to the recall provision.
- E.** Seniority is defined as the length of continuous service within the bargaining unit, from the last date of hire. An employee shall not forfeit seniority during medical leaves, leave resulting from layoff, or other District-approved leaves. Seniority shall not accrue during medical leaves, leave resulting from layoff, or other District-approved leaves.

### **ARTICLE XIII**

## **FAIR PRACTICES**

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

## **ARTICLE XIV**

### **MISCELLANEOUS PROVISIONS**

#### **A. SAVINGS-SEPARABILITY CLAUSE**

1. If any provision of this Agreement is, or shall be at any time, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.
2. In the event that any provision of this Agreement is, or shall be at any time, contrary to law, all other provisions of this Agreement shall continue in effect.
3. The terms and conditions of this Agreement shall not be modified, amended, or altered in any way unless made in writing and signed by both parties.

#### **B. NOTICE**

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

1. If by the Association, to the School Board at the Superintendent's office.
2. If by the School Board, to the Association at the school address of the elected Association President.

#### **C. PRINTING AND DISTRIBUTION OF THIS AGREEMENT**



1. The parties agree to share equally in the costs of printing this Agreement in booklet form.
2. The Association agrees to distribute a copy of this Agreement to each Paraeducator presently employed by the School Board. The School Board agrees to distribute a copy of this Agreement to each new Paraeducator employed by the School Board.

## **ARTICLE XV**

### **DURATION**

- A.** This Agreement shall be effective as of September 1, 2020, and shall continue in effect until and including August 31, 2023.
- B.** The School Board and the Association agree to begin negotiations for a successor Agreement no later than Fall of 2022.
- C.** The parties agree to adhere to the bargaining schedules as outlined in RSA 273-A, specifically RSA 273-A:12, in order to afford the School Board the necessary time to prepare and to submit the school department budget.
- D.** In witness whereof the parties have caused this Agreement to be signed by their respective representatives, attested by their respective representatives and attested by their respective secretaries.

DOVER PARAEDUCATORS' ASSOCIATION

BY: Sarah Wolfe / [Signature]  
President

DATE: 7/13/20

[Signature]  
Secretary

DOVER SCHOOL BOARD

BY: [Signature]  
Chairperson

DATE: 07/17/2020

[Signature]  
Secretary

## APPENDIX A: WAGE SCHEDULES

### Dover Paraeducators' Association

*2.25% in Year 1, 3 % in Year 2, 3% in Year 3. Delete the current schedules and replace them with the following:*

2020-2021

| <b>LABOR GRADE</b> | <b>STEP 1</b> | <b>STEP 2</b> | <b>STEP 3</b> | <b>STEP 4</b> | <b>STEP 5</b> | <b>STEP 6</b> | <b>STEP 7</b> |
|--------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 1                  | 11.35         | 11.91         | 12.37         | 13.24         | 13.90         | 14.86         | 15.16         |
| 2                  | 14.02         | 14.70         | 15.20         | 16.07         | 16.91         | 18.08         | 18.44         |
| 3                  | 16.74         | 17.51         | 18.27         | 19.60         | 20.57         | 22.01         | 22.45         |
| 4                  | 19.44         | 20.41         | 21.04         | 22.16         | 23.30         | 24.96         | 25.46         |

2021-2022

| <b>LABOR GRADE</b> | <b>STEP 1</b> | <b>STEP 2</b> | <b>STEP 3</b> | <b>STEP 4</b> | <b>STEP 5</b> | <b>STEP 6</b> | <b>STEP 7</b> |
|--------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 1                  | 11.69         | 12.27         | 12.74         | 13.64         | 14.31         | 15.30         | 15.62         |
| 2                  | 14.44         | 15.14         | 15.66         | 16.56         | 17.42         | 18.62         | 18.99         |
| 3                  | 17.24         | 18.03         | 18.82         | 20.19         | 21.19         | 22.67         | 23.13         |
| 4                  | 20.02         | 21.02         | 21.67         | 22.82         | 24.00         | 25.71         | 26.22         |

2022-2023

| <b>LABOR GRADE</b> | <b>STEP 1</b> | <b>STEP 2</b> | <b>STEP 3</b> | <b>STEP 4</b> | <b>STEP 5</b> | <b>STEP 6</b> | <b>STEP 7</b> |
|--------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| 1                  | 12.04         | 12.64         | 13.13         | 14.05         | 14.74         | 15.76         | 16.09         |
| 2                  | 14.87         | 15.60         | 16.13         | 17.05         | 17.94         | 19.18         | 19.56         |
| 3                  | 17.76         | 18.57         | 19.38         | 20.80         | 21.83         | 23.36         | 23.82         |
| 4                  | 20.62         | 21.65         | 22.32         | 23.51         | 24.72         | 26.48         | 27.01         |

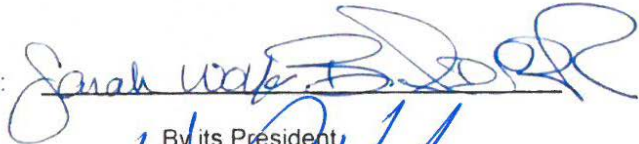
## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement") is made this 14th day of June, 2017 (the "Effective Date"), by and between the Dover School Board (the "School Board") and the Dover Paraeducators' Association/NEA/NEA (the "Association") regarding the impact on the terms and conditions of employment for the employees in the bargaining unit from the School Board's use of Paraeducators as substitutes for teachers in classrooms (the "substitute issue"). The parties wish to memorialize their understanding as follows:

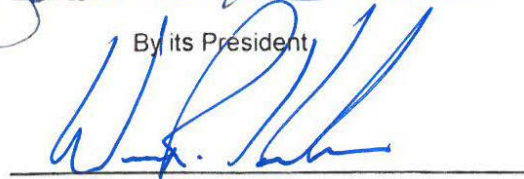
1. Prior to the expiration of the Parties' 2017-20 collective bargaining agreement, the parties will form a committee to discuss and assess the substitute issue;
2. The Association President and Superintendent will determine the composition of the committee;
3. The committee will operate until August 31, 2020, unless the parties agree otherwise in writing, and may present its findings during the negotiations of a successor contract to the 2017-20 collective bargaining agreement;
4. This Agreement constitutes a full and final understanding between the Association and the School Board regarding this issue during the term of the 2017-20 collective bargaining agreement; and
5. By signing this Agreement, all parties affirm that they have read the Agreement carefully and are signing voluntarily with full knowledge of its significance, and agree that it will not be cited by any party as a precedent, past practice, or contract interpretation in connection with any future issue.

Dated: June 30, 2020

Dover Paraeducators' Association/NEA/NEA:

  
By its President

Dover School Board:

  
By its Superintendent of Schools