

AGREEMENT

between

THE EXETER PARAPROFESSIONAL ASSOCIATION

and

THE EXETER SCHOOL BOARD

2022 – 2025

PREAMBLE

The Exeter School Board (hereinafter "the School Board") and the Exeter Paraprofessional Association (hereinafter "the Association") hereby enter into the following Agreement.

ARTICLE 1 - RECOGNITION

1.1 The School Board recognizes the Association as the exclusive bargaining representative of those Exeter School District employees holding positions for which the New Hampshire Public Employee Labor Relations Board (PELRB) has certified the Association as the exclusive bargaining representative.

1.2 In Decision No. 2006-008, the PELRB included instructional aide and instructional assistant positions in the bargaining unit.

1.3 As used in this Agreement, "instructional assistant" means computer lab assistants, Speech & Language Assistants, Occupational Therapy Assistants, and Physical Therapy Assistants or other assistants so designated by the School Board. If the Board determines that the district is having difficulty filling these instructional assistant positions, the Board or principal will inform the association within one business day regarding the hire of independent contractors for the school year that hiring for these positions has proved to be a problem.

1.4 As used in this Agreement, "instructional aide" means special education aides, one-on-one aides, classroom aides, those permanent substitute teachers who are contracted to work at least 170 days, and any other positions in this bargaining unit that are not listed above as instructional assistant positions.

1.5 As used in this Agreement, "employee" means a person holding a position in this bargaining unit.

ARTICLE 2 - NEGOTIATION PROCEDURES

2.1 Negotiations for a successor agreement shall be conducted pursuant to N.H. RSA 273-A, Public Employees Labor Relations Law.

2.2 The Association will notify the School Board of its intent to negotiate no later than August 1 of the year before the expiration of this Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 The School Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the unrestricted right (a) to direct and manage all activities of the School District; (b) to direct the work of employees; (c) to hire, promote, transfer, assign and retain employees in positions within the School District, to non-

renew employees, and to suspend, demote, discharge, or take any other disciplinary action against the employees; (d) to act unilaterally, including by adoption of rule or regulation, on any and all matters not excluded by RSA 273-A, provided said act, rule or regulation, does not conflict with or violate any of the express terms of this Agreement; (e) to maintain the efficiency of government operations; (f) to relieve employees from duties because of lack of work or for other reasons; (g) to determine the methods, means and personnel by which operations are to be conducted; (h) to contract with companies or agencies for services to be provided by employees of those companies or agencies, including services that otherwise might be performed by bargaining unit employees; and (i) to take actions as may be necessary to carry out the mission of the District in emergencies.

3.2 The parties understand that the School Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in him/her; and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either. The term "law" as used above shall include, but not be limited to, regulations lawfully adopted by the New Hampshire State Board of Education.

3.3 As to every matter not covered by this Agreement, or directly modified by clear language of a specific provision in this Agreement, the School Board and the Superintendent retain exclusively to themselves all rights and powers that now or may hereafter be granted by law and shall exercise the same without such exercise being the subject of a grievance or arbitration.

ARTICLE 4-ASSOCIATION RIGHTS

4.1 The Association shall be entitled to have two (2) members released at full pay not to exceed the equivalent of two (2) days per school year for the Association Business.

4.2 The Association may post notices addressed to employees on bulletin boards in teachers' rooms in each school. No Association notice shall be posted on or around the School District's property except on such bulletin board, and no notice shall be posted until it has been signed by the appropriate Association representative.

4.3 The Association may be granted the use of employee mailboxes for communications.

4.4 The Association may, in accordance with Board policy, be granted the privilege of using specific items of school office equipment at times when such equipment is not otherwise in use, provided that all paper and supplies to be used are supplied by the Association, and further provided that the Association accepts the financial responsibility for any damage or maintenance charge which is incurred by such use.

4.5 Representatives of the Local, State and National Association shall be permitted to meet with Association members concerning Association business on school property at reasonable times, provided that this shall not disrupt normal school operations, and that the representatives shall follow established procedures for school visitors and Board regulations, regarding the use of facilities.

4.6 The Parties agree that the district shall provide the President of the Association the following information electronically in EXCEL format for each bargaining unit member on or before October 15th and will update as to new hires and departing employees on January 15 and April 15 of each school year.

The EXCEL file shall include: employee name, date of hire, position, work location, classification, salary schedule step, full or part time status, number of annually paid hours, wage rate, home mailing address (including street, city/town, state and zip code), phone number, stipends and work e-mail address.

Furthermore, the parties agree that during negotiation years that the information provided shall include information pertaining to individual bargaining unit employees elected insurance plans (e.g. Single, 2p, Family), the total cost of each plan and the total amount each employee is responsible for monthly and annually for the plan the elected.

The Association agrees that the School District will be held harmless for providing the information outlined above.

4.7 When public information is available and is requested by the Association from the School District office, this information shall be provided within a reasonable time.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.1 A grievance is defined as a claim by an employee in this bargaining unit that he/she has been harmed by violation of a specific provision of this Agreement, except that the following matters shall be excluded from the grievance procedure: (1) any matter for which a specific method of review is prescribed by law; (2) any statute, law or regulation by the State or Federal Government; (3) any bylaw of the school board pertaining to its internal organization; (4) any matter which, according to law, is either beyond the scope of school board authority or is limited to unilateral action by the school board alone; (5) a complaint concerning evaluation of an employee's performance; (6) any matter listed in Article 3; and (7) any matter which this Agreement states shall not be subject to the grievance process.

5.2 To be considered under this grievance procedure, a grievance must be filed in writing at Step 1 within thirty (30) work days of its occurrence. A work day is defined as Monday through Friday except for district recognized holidays and school vacations (December, February, and April).

A. Failure at any step of the grievance procedure to communicate a decision in response to a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step of the procedure. Failure at any step of this procedure to appeal a grievance to the next step within the specific time limits shall be deemed to be acceptance of the decision rendered at this step.

B. During the pendency of any grievance, the employee shall continue to perform all assignments and observe applicable rules.

5.3 Informal Procedure: Any employee who has a grievance first shall discuss it informally with his/her building principal.

5.4 Formal Procedure:

A. Step 1: If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the employee, the employee may set forth the grievance in writing to the principal. The written grievance shall specify the nature of the grievance, the date of occurrence, the specific provisions in this Agreement that allegedly were violated, and the remedies sought. The principal may communicate his/her decision to the employee in writing within five (5) work days of receipt of the written grievance.

B. Step 2: If the grievance is not adjusted to the employee's satisfaction at Step 1, the grievance may be appealed to the superintendent within five (5) work days after receipt of the principal's decision or, if none, no later than five (5) work days after the deadline for the principal's written decision. The appeal to the superintendent shall be in writing, shall specify the employee's dissatisfaction with the decision previously rendered, and shall attach copies of the grievance submitted to the principal and the principal's written decision. The superintendent may communicate his/her decision in writing to the employee within twenty (20) work days after receipt of the appeal to the superintendent.

C. Step 3: If the grievance is not resolved to the employee's satisfaction at Step 2, the employee shall notify the Association within five (5) work days of receipt of the superintendent's decision or, if none, within five (5) work days after the deadline for the superintendent's written decision. The grievant may request and shall be granted a review by the School Board. Such request must be made within five (5) work days after receipt of the Superintendent's decision and shall be submitted in writing through the Superintendent. The Board shall review the alleged grievance and shall hold a hearing within thirty (30) work days. A decision in writing shall be rendered within ten (10) work days citing the reasons therefore, and forward copies of the decision to the grievant, to the administration involved at the previous steps of the grievance procedure and to the Association.

D. Step 4: Arbitration: If the decision of the Board does not resolve the grievance to the satisfaction of the grievant or if no decision is rendered within ten (10) work days of the hearing, and he/she wishes review by a third party, and if the Association determines that the matter should be reviewed further, the Association shall in writing so advise the Board through the Superintendent within ten (10) work days of receipt of the Board's decision.

5.5 The following procedure shall be used to secure the services of an arbitrator.

A. The parties will attempt to agree upon a mutually satisfactory third party to serve as an arbitrator. If no agreement is reached within ten (10) work days following receipt of the request for arbitration, either party may request the American Arbitration Association, pursuant

to its rules, to submit to the Association and the Superintendent rosters of persons qualified to function as an arbitrator.

B. The arbitrator shall limit himself/herself to the issues submitted and shall consider nothing else. He/she shall be bound by and must comply with the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.

C. The cost for the services of the arbitrator, including per diem expenses, actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the School District and the Association.

5.6 The arbitrator's decision shall be final and binding on the parties. The arbitrator shall issue his/her decision for settlement of the grievance to the District and the Association within thirty (30) calendar days after close of the arbitrator's hearing.

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

5.8 An Association representative may be present with the grievant at all formal steps of the grievance process if requested by the grievant.

ARTICLE 6 - DISCIPLINARY PROCEDURES

6.1 Discipline shall normally be progressive and shall normally follow this order: oral warning, written warning, suspension with pay, suspension without pay, and discharge. However, it is understood that discipline may be taken out of order depending on the severity of the infraction. An employee shall be entitled to request that a representative of the Association be present to advise/represent him/her during any conference relating to suspension or dismissal. When the employee has a representative of the Association present, the supervisor may have another administrator present.

6.2 Non-renewal, ending employment with 14 days notice pursuant to Section 7.1, expiration of an assignment and reduction-in-force shall not constitute discipline and shall not be subject to the grievance procedure.

6.3 Subject to the language of this Agreement, the decision whether to suspend or discharge an employee shall rest with the Superintendent or his/her designee.

ARTICLE 7-PROBATIONARY PERIOD AND CONTINUATION OF BENEFITS

7.1 Probationary Period:

7.1.1 All newly hired employees are subject to a minimum probationary period of sixty (60) calendar days. The probationary period begins with the employee's first wage earning day on the job. Prior to the last week of the probationary period, a designated supervisor will evaluate the employee's performance and make one of the following recommendations to the Superintendent of Schools or his/her designee:

1. That the employee be moved to a non-probationary status.
2. That the employee continue to work for up to an additional thirty (30) calendar day probationary period followed by an updated evaluation.
3. That the employee's service be discontinued.

7.1.2 During the probationary period, the employee does not receive any benefits under this Agreement. When an employee is approved for non-probationary status, designated insurance benefits become available on the first day of the next month following status upgrade. This is contingent upon all paper work being submitted in accordance with deadlines established by the District's insurance carriers. Personal days, paid holidays, and bereavement time are available immediately upon upgrade to non-probationary status.

7.2 Continuation of Benefits: Benefits provided by the School District stop when the employment relationship terminates, or when an employee is no longer active on the payroll. In the case of insurance benefits, expiration occurs at the first of the month following termination or unpaid status. COBRA laws provide for a continuation of certain benefits, at the employee's expense, for various periods of time.

7.3 Carrying Forward Benefits: When moving from a position in this bargaining unit to another position not in the bargaining unit in the School District (e.g., teacher or administrator), accrued benefits will not be carried forward.

ARTICLE 8 - LETTER OF AGREEMENT

8.1 The School District shall provide by May 31 of each year, for continuing employees only, a letter of agreement to reemploy, including a job description of the expected position, expected rate of pay, expected regularly scheduled hours per day and expected regularly scheduled days per year. Such letter of agreement will specify that the employment is at-will, and includes terms and conditions covered by the Collective Bargaining Agreement, such as progressive discipline and reduction in force terms. The School District or an employee may end the employment at any time with or without reasons by providing ten (10) workdays written notice to the other. A letter of agreement for a grant-funded position also will specify that the position is contingent upon the School District's receipt of the grant funds.

8.2 Upon receiving a letter of agreement, the employee must sign and return it to the Superintendent by June 15. If an employee fails to do so, he/she will be deemed to have resigned voluntarily.

8.3 Once an employee returns a letter of agreement by June 15, should a change in the expected terms of employment be contemplated by the District, the employee shall be consulted prior to any change being made.

8.4 Employees shall be notified of their expected assignment, if available, by August 15 of each year.

8.5 Once assignments are made, the District/school will make a good faith effort to advise all parents/families of the educators who will be working with their children.

ARTICLE 9 - WORKDAYS AND WORK HOURS

9.1 Each employee's expected regularly scheduled work days and work hours will be set forth in that employee's letter of agreement.

9.2 The School District may require an employee to work more hours and more days than are set forth in that employee's letter of agreement. When the School District requires an employee to work extra hours and/or extra days, the employee shall be paid at the straight-time rate of pay for hours actually worked up to 40 in a week. Employees shall be paid at the rate of time and one-half for hours actually worked in excess of 40 in a week.

Paraprofessionals shall attend one staff meeting per month, as scheduled by the Principal in August. Staff meetings will end on or before 4:15p.m. However, in the event that a staff meeting needs to be rescheduled and it conflicts with an employee's obligations outside of the regular workday, then the employee will be excused from any portion of the meeting outside the working day without suffering any adverse consequence.

9.3 Employees who work 5 or more consecutive hours shall receive an unpaid lunch period of thirty (30) minutes. The lunch period shall be duty free and uninterrupted, except in emergencies.

9.4 Employees will work out a plan with the building Principal to ensure bathroom breaks are afforded and covered for employees as needed.

9.5 When an unplanned delayed opening of school or an unplanned early release from school occurs (e.g., due to weather conditions), employees shall be paid for the hours lost as a result of the unplanned delayed opening or unplanned early release.

The Board shall compensate Paraprofessionals during the regularly scheduled pay period when two or more days of work are missed during the same pay period due to cancellation of school by order of the Superintendent. It is understood that should any cancelled work days be rescheduled,

Paraprofessionals are expected to report to work and no second payment for the makeup days will be made.

9.6 Employees will be afforded a total of thirty (30) minutes daily of paid work time to complete required student prep and/or data review and completion. Tasks during this period shall include such things as preparing materials for the student day, reading IEP's of students they are charged with for the day, reading and completing tracking for student behavior plans they are charged with, or completing required Medicare billing.

ARTICLE 10 - COMPENSATION

10.1 Payroll:

10.1.1 Paychecks are issued on a bi-weekly basis. Paychecks will be issued on the same day of the week throughout the school year, except that the School District may issue paychecks early (e.g. if payday falls on a holiday).

10.1.2 Payroll checks shall include a stub which contains the following items for the payroll period covered by the check: hours worked, current straight time hourly rate of pay, date, gross wages year-to-date, net pay, and itemized deductions.

10.2 Wages: See Attachment A which reflects the following increases:

2022-2023	3.5%
2023-2024	2.9%
2024-2025	2.5%

10.3. Overtime: Overtime will be paid at a rate of time and one half for all hours actually worked in excess of forty (40) hours per week. Departmental supervisors must approve, in advance, all overtime hours. Employees required to work during a paid holiday will be compensated at the rate of time and one half in addition to their holiday pay. Personal and bereavement hours do not count toward overtime calculations.

10.4 Longevity: To recognize employees who have completed six (6) or more years of consecutive service, a longevity payment will be made based on the following schedule:

10.4.1 During consecutive years of service 7-10, employees will receive 2.5% of their prior fiscal year's earnings (July 1st to June 30th). During consecutive years of service 11-15, employees will receive 3.5% of their prior fiscal year's earnings. During consecutive years of service 16-20, employees will receive 4.5% of their prior fiscal year's earnings. During consecutive years of service beyond 20 years, employees will receive 5.5% of their prior fiscal year's earnings.

10.4.2 Longevity payments will be made on the first pay period in December. To be eligible to receive this payment, an employee must have completed six consecutive years of service prior to September 30th of the payment year and still be employed by the District at the time of distribution

in December. (Probationary time will be counted for longevity purposes. This is the only benefit area where this exception applies).

10.4.3 If there is a separation of service of 12 months or less and the employee returns to employment with the district, sick time, longevity and seniority will be restored as it existed at the time of separation.

10.5 Employees with previous experience who are hired by the Exeter School District shall be placed on the hourly rate schedule at a place commensurate with their education and experience as determined by the Superintendent or his/her designee. In most cases, a new hire will not be placed on a step on the wage scale higher than an existing employee with comparable education and experience, as determined by the Superintendent or his/her designee. Employees who complete a least ½ year of service to the Exeter District shall be credited with a full year of service for seniority and longevity purposes.

10.6 Any member of the bargaining unit will receive an additional \$1.00 per hour increase upon completion and presentation of the official certification for Registered Behavior Technician. The Board will reimburse the employee for the cost of the examination upon successful completion. Employees who do not maintain the certification shall have their hourly rate reduced by \$1.00 per hour.

10.7 Para-educators shall be provided a stipend of \$300.00 for mentoring one (1) Para-educator and a stipend of \$600 for mentoring two (2) Para-educators. No Para-educator will provide mentoring to more than two (2) Para-educators at a time. The stipend will be paid in two equal payments in January and June. The stipend will only be prorated when the mentor or mentee work less than a full year. Mentoring will be provided to all new Para-educators who are new to the district, if a sufficient number of mentors are available. The administration will determine if a Para-educator who transfers to a new building will need the assistance of a mentor. Mentor guidelines as agreed to by the parties will be maintained by administration and provided to mentors as appointed.

10.8 Employees assigned to a student who consistently requires lifting, toileting, and/or has severe behaviors will be paid a yearly stipend of \$1,000. The stipend will be paid in two payments on the first pay period of December and on the first pay period of June. The stipend is awarded upon the discretion of the Special Education Director or designee.

10.9 Upon approval of the building Principal(s) one EPA member, who is a leader within the school community, will be selected and paid a stipend of \$500 to be the Lead Mentor with the following roles and responsibilities:

1. Will offer input regarding mentor/mentee selections.
2. Providing training for new mentors and those interested in mentoring, which will include providing intervention strategies to mentors as needed.
3. Conducting check-ins and discussion sessions during the year for mentors and mentees for collegial support.

10.10 Acting Capacity Pay

10.10.1 If Paraprofessionals are assigned to teach in place of a teacher, the Paraprofessional shall be compensated in half day (a minimum of 2 hours) increments, Compensation for Paraprofessional shall be \$50 per half day plus regular paraprofessional daily wages.

10.10.2 Any Paraprofessional wanting to get credit towards certification for the hours worked as a teacher, must be responsible for tracking the hours for which they want credit.

ARTICLE 11 - INSURANCE

11.1 Health Insurance:

11.1.1 The District shall offer the following health insurance plans to employees who work at least 30 hours per week and at least 170 days per year: Blue Choice 3T1ORDR Rx \$5/15/\$30, or HMO \$15 office Rx \$5/\$15/\$30, or equivalent plans.

11.1.2 For such an employee, the District shall pay the following percentages of the premium for one-person coverage under whichever plan the employee selects:

Blue Choice: 50%

HMO: 75%

11.1.3 Such an employee may participate in two-person or family coverage, subject to the insurer's permission. However, the employee shall pay the difference between the cost of such coverage and the dollar amount paid by the District toward one-person coverage under Section

11.1.4. An eligible employee who does not elect medical coverage through the District shall be eligible to receive a one time yearly payment of \$400.00, providing proof of medical coverage through another plan can be provided.

11.2 Dental Insurance:

The Exeter School District agrees to provide dental insurance coverage for members of this bargaining unit. The District shall pay fifty percent (50%) of the premium for a one-person dental plan.

11.3 Life Insurance: For each employee who works at least 30 hours per week and at least 170 days per year, the District shall pay 100 percent of the premium for a \$25,000.00 term lifeinsurance policy.

11.4 Long Term Disability:

The School District will furnish its full-time employees 100% payment of long-term disability insurance to begin on the ninety-first (91) day of disability an amount equal to sixty-six and two-thirds (66 2/3) of the annual salary of the employee at the date of disability. Said insurance will run until the age of seventy (70) and shall be coordinated with Social Security benefits.

11.5 The Exeter School District shall offer an Internal Revenue Code Section 125 Plan covering medical premium, child care, and health savings contributions.

ARTICLE 12 - LEAVES

12.1 Sick Leave:

12.1.1 Sick leave will be front loaded at the beginning of the school year. Employees who work at least 30 hours per week and at least 170 days per year shall receive 1 paid sick day per month (10 days per full school year), up to a maximum accrual of 75 days. Also, employees who work under 30 hours per week and at least 170 days per year shall receive ½ sick day per month (5 per full school year) up to a maximum of 25 days.

Employees who leave employment for any reason prior to the end of a school year, and have used more than their prorated number of sick days, agree that the additional time will be deducted from their last paycheck.

12.1.2 Unused sick days are not compensable.

12.2 Sick Bank:

12.2.1 Employees in this bargaining unit will be afforded the opportunity to participate in a sickleave bank. The purpose of the sick bank is to provide financial assistance to an employee who is experiencing an emergency situation. All available accrued sick time must be exhausted prior to receiving sick bank time.

12.2.2 The following guidelines have been established for the administration of the sick leavebank.

- a. Sick bank contributions are on a strictly voluntary basis.
- b. The sick bank year shall run from October 1st thru September 30th.
- c. Eligibility to draw from the sick bank is predicated on the employee having contributed hours toward the year in which the request is made. For returning employees, contributions to the sick bank must be made by September 30th, of each new school year. Newly hired employees wishing to contribute to the sick bank must do so within sixty (60) days of attaining non-probationary status.
- d. Employees wishing to participate in the sick bank must donate one full day (expressed in hours) of sick time. Sick day value is based on the number of hours assigned to a position weekly divided by a five (5) day workweek. Example: A twenty (20) hour per week employee makes a four (4) hour contribution with a four (4) hour draw value.
- e. Requests for sick bank time must be submitted in writing and a doctor's note detailing the extent of the ailment may be requested by the review committee.
- f. A committee consisting of three (3) voting members appointed by the Association and two (2) voting members appointed by the School Board shall be responsible for approving sick bank requests. The Director of Human Resources also shall be included as a non-voting member of the committee.

- g. The committee will furnish the Director of Human Resources with the names and donations of all contributors by October 15 of each year.
- h. The sick bank committee will accept requests for up to ten (10) paid sick days per submission. Employees seeking more than the ten day maximum must submit a second request for additional consideration.
- l. The sick leave bank shall accumulate only to the number of participating members and shall be set to zero at the end of each sick bank year. No employee may use more than 30 sick bank days per year.
- J. Should the sick bank be depleted before expiration of the sick bank year, it will cease to operate until the beginning of the next year.
- k. Decisions of the committee regarding requests for paid sick bank time are final, and shall not be subject to the grievance process.

12.2.3 If the number of days in the sick leave bank is depleted during the contract year, members may donate 1 additional day up to a collective fifty (50) days.

12.3 Upon application of an employee, a child care leave of absence without pay shall be granted to permanent, full time employees who have been employed at least one (1) year before said application; said leave to extend for a period not to exceed one (1) year after the birth/adoption of a child. If an employee who has been granted a leave of absence in accordance with this provision shall fail to return to work upon the expiration of such leave of absence, the employee shall be deemed to have voluntarily terminated employment.

Employees shall be entitled to use their accumulated sick leave benefits with pay while on child care leave until they have depleted their sick accumulation. Insurance benefits as contractually agreed shall be continued on such leave beyond the period in which the employee has exhausted their sick leave, if the employee is on approved FMLA.

If the employee is out of work for such leave beyond the available sick leave accrual and is not covered by FMLA and/or is beyond the period covered by FMLA, then the employee may keep health insurance benefits in force under the present carrier while on leave by paying the premium cost to the School Department on a schedule suggested by the Business Administrator.

If the district should employ both parents within the school district, it is understood that total leave time for both employees collectively cannot exceed the one (1) year period of leave set forth in this article.

All unused sick time, longevity and seniority shall be restored upon return to work. Upon the conclusion of the leave that extends beyond FMLA protection, the employee shall be provided a position for which he/she is qualified.

12.4 Personal Leave:

12.4.1 Employees who work at least 170 days per year may use up to 2 personal days per school year.

12.4.2 Personal leave may be taken for urgent personal business that cannot be conducted outside school hours. Personal leave may not be used for recreation. The employee shall provide at least 48 hours advance notice to the principal of the need to take personal leave, except in emergencies.

12.4.3 Personal days may not be accumulated and carried over year-to-year. Unused personal days are not compensable.

12.5 Bereavement Days:

12.5.1 Employees who work at least 170 days per year are permitted to take up to 3 paid days per occurrence for deaths in the immediate family. The "immediate family" means the employee's spouse, children, step-children, parents, step-parents, parents-in-law, grandparents, siblings, step-siblings, son-in-law and daughter-in-law.

12.5.2 Bereavement leave may not be accumulated and carried over year-to-year. Unused bereavement days are not compensable.

12.6 Holidays:

12.6.1 Employees who work at least 170 days per year shall receive the following paid holidays:

New Year's Day	Day After Thanksgiving
MLK Day	Christmas Day
President's Day	
Memorial Day	
Veterans Day	
Thanksgiving Day	

12.6.2 Labor Day also will be a paid holiday if the employee's work schedule requires the employee to begin working prior to the first day for students.

12.6.3 Holidays which fall on a weekend will be celebrated on the following Monday unless otherwise stated by the Superintendent of Schools. A holiday which may not conform to the school calendar (i.e., President's Day, MLK Day) may be celebrated on the Monday of February and April vacation weeks respectively, unless otherwise stated by the Superintendent of Schools. Additional holidays may be observed as authorized by the Superintendent of Schools.

12.7 Jury Duty Leave: An employee called to serve as a juror will be paid the difference between the fee he/she receives for such service and the employee's regular pay, computed at the straight time rate, up to a maximum of ten (10) work days. Satisfactory evidence of the time served and the fees paid to the employee for jury duty must be submitted to the employee's immediate supervisor. On any day that an employee is released from jury duty prior to the end of that employee's regular School District work day, the employee shall report to the School District for work.

12.8 Unpaid Leave: Unpaid leave may be granted for reasons other than those stated above at the sole discretion of the superintendent or his/her designee. The superintendent's or designee's decision shall not be subject to the provisions of the grievance procedure.

12.9 Professional Leave: Subject to pre-approval by the principal, employees who work at least 170 days per year may use up to 2 professional days per school year for attendance at workshops, conferences, or other professional development activities.

ARTICLE 13-EVALUATIONS

13.1 A designated supervisor will evaluate an employee a minimum of once per year. The principal or designee may seek input from teachers and case managers as one part of the employee's overall evaluation. The evaluation will be shared with the employee, and then will become part of the employee's personnel file. Changes to the evaluation process shall, upon adoption by the School Board, be sent to the Association president.

A committee will be formed to update the current evaluation tool and the modification of it. The members of the committee shall be up to two administrators appointed by the school board, two paraprofessionals appointed by the Association, a case manager, and a teacher representative. The committee shall report to the full school board by May, 2019.

13.2 The Board agrees to create and maintain job descriptions for employees and to provide a job description to each employee at the time of hire. Upon written request of the Association, the Superintendent's office will provide one copy annually of the employee's job description. The Association shall be notified of any changes to a job description.

ARTICLE 14 - DUES AND DEDUCTIONS

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

14.2 Should there be a dispute between an employee and the Association over the matter of deductions, the Association agrees to defend, indemnify and hold harmless the District in any such dispute.

ARTICLE 15 - REDUCTION IN FORCE

15.1 The District shall have the authority to determine the number and qualifications of employees.

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

15.3 If a reduction in force is necessary within a job classification, the administration shall choose employees for layoff within that job classification based upon assessment of the employee's ability, qualifications, experience, and performance. If all these are equal in the judgment of the superintendent or his/her designee, the employee(s) with the least seniority shall be laid off first from that job classification.

ARTICLE 16 - PROFESSIONAL DEVELOPMENT

16.1 Employees shall be reimbursed for pre-approved professional development, up to eighteen (18) paid hours per year, which may include fees, meals and mileage for conferences, workshops or courses at the discretion of administration. The amount available for each employee shall be capped at three hundred fifty dollars (\$350.00). Reimbursement shall be provided following proof of payment and presentation of a certificate showing attendance and satisfactory completion.

16.2 The Association or any paraprofessional may submit proposals for professional development training for scheduled in-service days or parent - teacher conference days to the school administrator for consideration.

ARTICLE 17 - RETIREMENT

17.1 Upon retirement, employees who work at least 30 hours per week and at least 170 days per year shall receive a payment of one hundred fifty dollars (\$150) for each full year of service to the School District. Employees who work at least 170 days per year, but fewer the 30 hours per week shall receive a payment of seventy-five dollars (\$75) for each year of service to the School District. This payment will be contingent upon meeting the following conditions:

- a. The employee must be at least fifty-five (55) years of age at the time of retirement.
- b. The employee must have worked for the School District at least ten (10) consecutive years prior to retiring.
- c. The employee must provide written notice of his/her intent to retire at least sixty (60) days prior to their last day of work.

ARTICLE 18 - MISCELLANEOUS

18.1 Personnel File: An employee shall have the right to review the contents of his/her personnel file and to make copies of any documents contained therein, within a reasonable time after the employee's request to do so. The Superintendent or his/her designee shall be present during the inspection of the file.

18.2 Mileage Reimbursement: Employees using their own vehicles at the School District's request shall be reimbursed for their mileage at the Internal Revenue Service rate.

18.3 First Aid Kit: The School District shall provide an accessible first aid kit.

18.4 The District shall provide to the Association President a list of all new hires eligible to be in the bargaining unit and their placement on the hourly rate schedule by September 30.

18.5 A list of para educator vacancies will be posted at each Exeter elementary school as vacancies occur.

18.6 Technology:

Within the first two weeks of school, administration will make a good faith effort to ensure each employee will be assigned a working device (e.g. Chromebook).

18.6.1 The device is the property of SAU 16 and issued to employees for the purpose of conducting school business. It is intended only for the use of the school employee to whom it is assigned. The device must be at school during regularly scheduled work days in order to receive administrative communications, upgrades, requirements of the student records management system, etc.

18.6.2 The device may be taken home or to other locations after school hours by the employee. However, the employee is responsible, at all times, for the care and appropriate use of the device. SAU 16 will have 24/7 access to devices and digital content.

18.6.3 Each user who is assigned a device must have a signed copy of the Acceptable Use Policy on file.

18.6.4 The device is issued to the employee in their current position. If you change positions or schools, the device may be reassigned to other employees.

18.6.5 The device will need to be returned to the technology department from time to time to receive regular maintenance and upgrades. The employee will be notified when this becomes necessary.

18.6.6 District policies regarding appropriate use, data protection, computer misuse, health and safety must be adhered to by all users of the device.

18.7 When the decision to make an involuntary transfer of grade, student, subject area, school or other assignment has been made by the Superintendent or his/her designee, the employee affected will be notified in writing as soon as possible. Upon request, an employee designated for involuntary transfer shall be entitled to a meeting with the Superintendent or his/her designee to discuss the reason(s) for the involuntary transfer. A transfer decision is not grievable.

ARTICLE 19-SEPARABILITY

19.1 If any provision of this Agreement is held to be contrary to law, all other provisions shall continue in force and effect. In such instance, The School Board and the Association shall meet within a reasonable amount of time of such legal determination for the purpose of negotiating possible modifications to the Agreement.

ARTICLE 20 -DURATION

20.1 This Agreement shall be in full force and effect from July 1, 2022 through June 30, 2025.

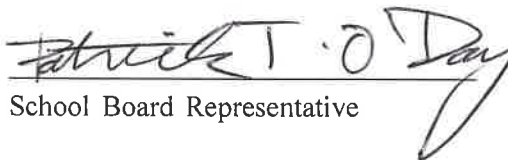
In witness whereof, the parties have caused this Agreement to be signed by their duly authorized representatives this 23 day of March, 2022.

Exeter Paraprofessional Association



Paraprofessional

Exeter School Board



School Board Representative

ATTACHMENT A: SALARY GRIDS

PARAPROFESSIONAL HOURLY - 2022-2023			
	AIDE	ASST	COTA
STEP 1	\$17.72	\$20.59	\$29.68
STEP 2	\$18.37	\$21.63	\$31.18
STEP 3	\$19.09	\$23.18	\$33.43
STEP 4	\$20.13	\$24.74	\$35.67
STEP 5	\$21.07	\$25.13	\$36.24
STEP 6	\$21.64	\$25.51	\$36.78
STEP 7	\$22.36	\$25.94	\$37.45

PARAPROFESSIONAL HOURLY - 2023-2024			
	AIDE	ASST	COTA
STEP 1	\$18.23	\$21.18	\$30.54
STEP 2	\$18.90	\$22.26	\$32.09
STEP 3	\$19.64	\$23.86	\$34.40
STEP 4	\$20.71	\$25.45	\$36.70
STEP 5	\$21.68	\$25.86	\$37.29
STEP 6	\$22.27	\$26.25	\$37.85
STEP 7	\$23.00	\$26.69	\$38.53

PARAPROFESSIONAL HOURLY - 2024-2025			
	AIDE	ASST	COTA
STEP 1	\$18.69	\$21.71	\$31.31
STEP 2	\$19.38	\$22.82	\$32.89
STEP 3	\$20.13	\$24.45	\$35.26
STEP 4	\$21.23	\$26.09	\$37.62
STEP 5	\$22.23	\$26.51	\$38.22
STEP 6	\$22.83	\$26.91	\$38.80
STEP 7	\$23.58	\$27.36	\$39.50

