

Agreement

Between

The Epping School Board

and the

Epping Paraprofessional Association
NEA-NH and NEA

July 1, 2011- June 30, 2013

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*Memorandum of Understanding

PREAMBLE

The Epping School Board of the Epping School District, hereinafter referred to as the “Board,” and the Epping Paraprofessional Association, NEA-NH and NEA, hereinafter referred to as the “Association,” agree as follows.

ARTICLE I RECOGNITION

- 1.1 The Board recognizes the Association as the exclusive representative of all paraprofessionals, including positions such as aides, media assistants, educational assistants, monitors, tutors, behavior coaches, and nursing assistants. This recognition is for the purpose of negotiating with the Board with respect to terms and conditions of employment as defined in the Public Employees Labor Relations Act, R.S.A. 273-A.
- 1.2 Definitions:
 - a. “Employee” is any person included in the bargaining unit.
 - b. “Full-time” employees are those with a normal work week consisting of thirty-two and one half (32.5) hours or more.
 - c. “Part-time” employees are those with a normal workweek that consists of less than thirty-two and one-half (32.5) hours.
 - d. “Probationary period” is defined as the first ninety (90) calendar days of employment for a new employee or an employee who has been rehired following a break in service. The ninety (90) calendar days does not include the summer vacation period. For employees that have not completed the probationary period within the first school year of continuous employment, the balance of the probationary period will be completed the following school year.
 - e. “Week” is defined as being Monday through Friday.
 - f. “Day” is the normal workday as specified for each position.
 - g. “Year” is the normal work year as specified for each position.
 - h. “Temporary Employee” means an employee whose position the Board has created for meeting a short term need, ninety (90) days of actual work or less, or a substitute called in to perform the work of an employee who is absent for ten (10) days of actual work or less. Temporary employees are not eligible for benefits.
 - i. “School” means any work location.
 - j. Whenever the singular is used in this agreement, it is to include the plural unless the context indicates otherwise.
- 1.3 This Agreement does not apply to newly hired personnel until they have completed a

probationary period of ninety (90) calendar days from the first working day, or to temporary employees. The Board at its sole discretion may waive all or part of the probationary period for an employee who has served in another position in the School District. This decision shall be made by the Superintendent and is not subject to the grievance procedure and/or arbitration. Decisions by the Superintendent in these matters shall be final and binding.

- 1.4 Upon successful completion of the probationary period, an employee will then receive contractual benefits **subject to the rules and regulations of the benefit provider and the proper completion of the benefit application process. (Reference Article 7.1 (c)).**
- 1.5 This recognition shall not preclude the Board from communicating with, consulting, or dealing with any individual employee or group of employees for any purpose the Board shall deem desirable in the discharge of its responsibilities by statute, policy or regulation. Nor shall this recognition preclude any employee from consulting, communicating or otherwise dealing directly with the Board on her/his own behalf, provided such dealings are not in contravention with RSA 273-A nor this Agreement.

ARTICLE 2 NEGOTIATIONS PROCEDURE

- 2.1 The Board and the Association agree to enter negotiations over an agreement in good faith in accordance with NH RSA 273-A.
- 2.2 The parties agree to meet on or before September **30** of the year prior to the expiration of the Agreement for the purpose of initiating negotiations for a successor agreement.

ARTICLE 3 JURISDICTION AND AUTHORITY OF SCHOOL BOARD

- 3.1 The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the School District. However, such policies and rules shall be in accordance with this Agreement, where applicable.
- 3.2 The parties agree that neither the Board nor the Superintendent may lawfully delegate powers, discretion or authorities which, by law, are vested in them, and this Agreement

shall not be construed so as to limit or impair their respective statutory powers, discretion or authorities.

ARTICLE 4 GRIEVANCE PROCEDURE

4.1 A grievance shall mean a complaint by an employee(s) and/or the Association, that there has been a violation, misapplication, and/or misinterpretation of the provisions of this agreement.

4.2 The terms “day” when used in this Article shall mean workdays, except after the close of the school year when they shall be Monday through Friday, excluding holidays.

4.3 Step 1: Any employee(s) who has a grievance shall first discuss it with her/his immediate (administrative) supervisor in an attempt to resolve the matter informally at that level. The immediate supervisor shall communicate a decision to the employee within five (5) days.

4.4 A grievance to be considered under this procedure must be initiated in writing by the employee within fifteen (15) days of its occurrence, or from the time the employee(s) should have known of its occurrence.

4.5 Step 2: If as a result of the discussion with her/his immediate administrative supervisor the matter is not resolved to the satisfaction of the employee(s), s/he shall set forth the grievance in writing and submit it to the principal within five (5) days of the receipt of the decision of the immediate supervisor. The grievance shall be on the Grievance Form (Appendix B of this Agreement) and shall specify:

- a. The provision of the Agreement alleged to have been violated, misapplied and/or misinterpreted;
- b. The nature of the alleged violation, misapplication, and/or misinterpretation;
- c. The injury and the loss which is claimed;
- d. The remedies sought.

The principal may investigate the matter and shall communicate the decision in writing to the employee within five (5) days from receipt of the written grievance.

4.6 Step 3: If the employee(s) is not satisfied with the decision rendered by the Principal, s/he may appeal to the Superintendent. The appeal shall be made in writing within five (5) days after receipt of the Principal’s decision. The Superintendent or her/his

designee may investigate the grievance and render her/his decision in writing within ten (10) days after receipt of the appeal at this level.

- 4.7 Step 4: If the decision of the Superintendent does not resolve the grievance, and the grievance is not disciplinary in nature, including discharge, the employee may request that the Association take the grievance to binding arbitration.

Disciplinary grievances, including discharges, are barred from arbitration. Decisions by the Superintendent, in these matters shall be final and binding. On other issues, if the grievance is not resolved by the decision of the Superintendent, the employee may request that the Association take the grievance to binding arbitration. The Association shall have the sole right to appeal the grievance to arbitration. The Association shall notify the Superintendent, in writing, of its appeal within ten (10) days of the employee's receipt of the Superintendent's decision. The following procedure shall be used:

- a. The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within five (5) days following the date that the Superintendent receives the Association's appeal notice, the Association shall request assistance from the American Arbitration Association for the purpose of selecting an arbitrator. The rules of the American Arbitration Association shall be used for the purpose of conducting arbitration proceedings.
- b. Neither the Board nor the Association will be permitted to assert any ground or evidence before the arbitrator, which was not previously disclosed to the other party. The decision of the arbitrator shall be binding.
- c. All fees and costs payable to the American Arbitration Association and/or the arbitrator shall be shared equally by the two parties.

- 4.8 Failure at any level of this procedure to communicate the decision of a grievance within the specified time limits shall permit the employee to proceed to the next level. Failure at any level of this procedure to appeal a grievance shall constitute a withdrawal of the grievance. The parties may mutually agree to extend a time limit.

- 4.9 The Board and its administration shall file separately all documents, communications, and records concerning a grievance. At no time shall the Board include such matters in the personnel file.

- 4.10 The Board and the Association shall assure that all persons involved in the processing of a grievance shall not be restrained, coerced, or otherwise interfered within the exercising of their rights under the grievance procedure.

- 4.11 The employee or Association shall directly submit a grievance to the administrator whose action is a cause for the grievance. Matters resulting from Board action shall be filed at the Superintendent's Step (4.6). Then the processing of the grievance shall proceed through the defined procedure.
- 4.12 An Association representative may be released from duties, without consequence and loss of pay, to attend a grievance meeting or hearing pursuant to the grievance procedure. The grievance meeting or hearing is defined as a meeting or hearing mutually agreed to by the school administration and Association representative.

ARTICLE 5 VACANCIES

- 5.1 A vacancy shall exist when a member of the bargaining unit leaves her/his position or the employer creates a new position covered by this agreement.
- 5.2 When a vacancy occurs, it shall be posted for three (3) days before public notice.
- 5.3 Posting of vacancies shall be in a designated location in the SAU office and in the main office of **each** school.
- 5.4 The school district shall notify the Association president, in writing, of all vacancies occurring in the District simultaneous to posting.

ARTICLE 6 ASSOCIATION RIGHTS AND BOARD RESPONSIBILITIES

- 6.1 The Board agrees to permit the use of school facilities for Association meetings without charge, providing the request for use of the facilities is made in accordance with Board policy. Also, such use would not interfere with the operation of school programs or service or rental obligations made to other organizations. Further, the Association may use the mailboxes of its members and the inter-school mail carrier and e-mail to transmit Association information to members of the bargaining unit.

The Association President shall have one mailbox labeled EPA in each of the schools, subject to availability. The Association shall be allowed to maintain an Association bulletin board in each school. The bulletin board location and placement is subject to School District approval. The bulletin board shall also meet the criteria of the School

District and the cost for such bulletin board(s) shall be paid by the Association. The Association may use school equipment subject to availability. The Association is to request such use from school administration. The Association shall be responsible for any repair or replacement due to negligence or abuse while in their use. Use of equipment is subject to reasonable use on an occasional basis. Copying shall be limited to Association business and shall be also on an occasional and limited basis. Copying of information for all Association members shall be approved by the Superintendent's Office.

6.2 Once signed by both parties, the Master Agreement between the Epping School Board and the Epping Paraprofessional Association shall be reproduced by the District and an **electronic** copy presented to all bargaining unit members now employed or hereafter employed by the Epping School District. Also, the Board shall provide the Association with six (6) **paper** copies **with signatures**.

6.3 The Association president shall be notified of all new hires at the time of hiring as well as regular staff updates in writing. The Association President shall receive on the first staff day and each month upon request and as reasonable the following information for each employee:

- a. At Hire – date, step & rate
- b. Current – position/school, step, rate, days & hours

A copy of a bargaining unit member's individual employment contract and/or specific criteria for placement on step at hire shall be provided to the Association President upon request.

6.4 Representatives of the Association shall be permitted to transact official Association business as permitted under law.

6.5 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 President, the Superintendent's Office will provide one copy annually of employee job descriptions. The Association President shall be notified of any changes to a job description.

ARTICLE 7 INSURANCE

7.1 Health Insurance

- a. The Board will pay ninety (90%) percent of the premium cost for single coverage for full time employees.
- b. The parties agree that the medical insurance program shall be composed of a health management product (HMO). This product is Anthem Blue Cross and Blue Shield of New Hampshire Matthew Thornton Blue Plan MTB20, including a \$10/\$20/\$45 prescription benefit.
- c. Health insurance will be issued the first of the month following receipt of the properly completed application and /or completion of the ninety (90) days probationary period if applicable.

Health insurance benefits will be in effect September through August, with the exception of employees subject to the ninety (90) day probationary period and/or beginning employment later in the school year. Starting in September, the premium deductions shall be evenly distributed in the remaining pay periods through June.

- d. An employee may elect to not participate in the health insurance program. Such employee shall receive a stipend of \$555.00. This payment shall be made at the end of the work year, in June, on a prorated basis. The prorated amount shall be based on days worked including paid leave days. An employee leaving prior to the end of the school year, or starting after the beginning of the school year, shall receive a prorated stipend. If an employee participates in the health insurance program at any time during the school year, for any duration, the stipend is forfeited for that year. Employees new to the District are only eligible for this benefit after the completion of their probationary period.
- e. Within two weeks of notification by the insurance provider, the District shall notify each employee who participates in the health insurance program of the new premium rates for the ensuing year including what the employee's payroll deduction will be for each payroll period.

7.2 Term Life Insurance

The District shall provide, at its expense, a \$25,000 group life insurance policy for each full time employee.

**ARTICLE 8
LEAVES**

8.1 Sick Leave

- a. Sick leave with full pay will be granted to employees. Each employee shall be credited with ten (10) days for each school year, and may be accumulated up to ninety (90) days. Sick leave days are to be used by the employee for personal illness, health care provider appointments, attending to the needs of family members as defined by the Family Medical Leave Act (FMLA), and domestic partners.
- b. An employee shall notify the appropriate supervisor of her/his inability to work at least one hour prior to her/his starting time. The Board may require medical certification from the employee regarding the employee's need for sick leave.

Each employee shall receive a sick leave report from the Superintendent's office within thirty-five (35) calendar days of the first day of work. The report shall include the number of credited and accumulated leave days available to the employee.

c. Sick Leave Bank:

1. The Board agrees to recognize a Sick Leave Bank.
2. The Association shall establish a Sick Leave Bank Committee of three members.
3. The Sick Leave Bank Committee and the Superintendent's Office shall keep a record of the current total number of sick leave days in the Sick Leave Bank.
4. Beginning with the school year all employees, who have met the probationary period, will deposit one day of their annual sick leave entitlement to the Sick Leave Bank. The Superintendent's Office shall record such employee deductions by September 15th of each school year.
5. The Sick Leave Bank shall be effective September 15th through the last work day of the school year for all employees who have met the probationary period.
6. In the event any contributing employee has used all of his/her accumulated sick leave and personal days because of the employee's extended or chronic illness, he/she may apply to the Sick Leave Bank Committee for additional days to be drawn from the Sick Leave Bank. Written medical verification of illness must accompany the application. For any school year, each eligible employee shall be entitled to no more than a ten (10) day draw on the Sick Leave Bank per incident or illness.
7. The Sick Leave Bank Committee shall be responsible for the approval of employee applications for Sick Leave Bank days and shall notify the Superintendent's Office and the employee of approved days. The Superintendent's Office shall then withdraw the approved days from the Sick

Leave Bank.

- 8. The number of days in the Sick Leave Bank may accumulate from year to year up to one hundred and fifty (150) days. The Board and Association shall develop jointly any authorization forms required to implement this Article.

8.2 Personal Leave

Each employee shall be entitled to two (2) days of paid personal leave per each school year. The Principal shall be notified in writing at least forty-eight (48) hours in advance of such leave, except in the case of emergencies. No personal leave will be granted on the day before or after a school holiday or vacation period. Exceptions may be granted by the Superintendent.

8.3 Bereavement Leave

- a. An employee shall be entitled at least four (4) paid days for the following relations:

- | | | |
|------------------------------|-------------------|--------------|
| Spouse | Child/Stepchild | Grandparents |
| Grandchildren | Sister | Brother |
| Mother/Stepmother | Father/Stepfather | |
| Legal household resident | | |
| A person who acted as parent | | |

- b. An employee shall be entitled to paid bereavement leave due to the death of her/his mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, uncles, aunts, nieces, and nephews not to exceed one (1) day per bereavement.

- c. Additional days with pay may be granted due to extenuating circumstances, at the discretion of the Superintendent.

8.4 Educational Leave

An employee shall be entitled to two (2) paid days of educational leave each school year. The employee wishing to attend educational conferences, meetings, seminars, and workshops related to her/his assignment during the workweek shall submit a request to the Superintendent of Schools or designee, at least ten (10) working days prior to the activity. The Superintendent or designee shall grant the day if it meets the standards herein above stated.

8.5 Childbearing/Child Rearing Leave (applicable after probationary period)

- a. Childbearing/child rearing leave of up to twelve (12) consecutive calendar months shall be granted without pay or other benefits. The employee shall request such leave

in writing to the Superintendent not later than four (4) months in advance of the expected date of delivery as noted by the attending physician. The request shall include the following:

1. The expected date of commencement of leave
2. The expected date of delivery
3. The expected date of the return to employment

b. For definition purposes, the commencement of the childbearing/**child rearing** leave will be consistent with the last day of work before the leave.

c. Employees, upon written request including a doctor's certification of disability with dates, may use credited and accumulated sick leave days for the period of disability surrounding delivery.

d. An employee who is pregnant may continue in full-time employment until as late into the pregnancy as desired, provided in the judgment of the Superintendent, she is able to properly perform all of her duties. Written approval from her attending physician to continue may be required.

e. Once the leave has expired, the District will provide job placement in either the same position, or a comparable position, for which the member is qualified, if such a position is available. An employee shall not be deemed to have been placed in a comparable position if the employee held a position which entitled her to benefits under this Agreement prior to the leave and is placed in a position which does not entitle her to such benefits following the leave.

f. Failure to return from leave at its expiration will be considered as a resignation unless such leave has been extended by the Superintendent. Any change in the date of return shall require forty-five (45) days' notice and the approval of the Superintendent. The Superintendent's decision shall be final. The Superintendent may request a doctor's certificate of disability.

g. Employees already enrolled in health insurance, and who elect to continue participation, or who elect to start participation will continue in the program. The District and the employee will continue to pay their respective premium shares through the period covered in the sick leave provision (at the option of the employee), state and federal laws, and the rules prescribed by the insurance carrier. Beyond this, employees may elect to continue health coverage at their own expense during the term of their leave. Employees electing to do so will be subject to rules, regulations, and rates as determined by the carrier and COBRA.

h. An employee shall not forfeit previously accrued seniority during such leaves of absences, but shall not accrue additional seniority or service time during the leave of absence.

i. To be eligible for an increase in compensation under Article 15, the employee must have worked at least one-half the days of his/her individual contract, and in no event less than ninety-one (91) contract days.

j. Should an employee decide to terminate employment at the end of the leave, the employee shall give the Board notice of such intent at least thirty (30) calendar days prior to the termination of leave.

8.6 Jury Duty

Any employee summoned for jury duty shall be paid her/his full wages for each working day of absence provided s/he pays the District the jury fee(s).

8.7 Other Leaves

Other leaves of absence, with or without pay or other benefits, may be granted upon formal application and upon the recommendation of the Superintendent. Whenever possible, letter of application shall be submitted to the Superintendent well in advance. All benefits at the start of his/her leave, including unused sick leave, shall be restored upon his/her return. The District cannot guarantee that the employee will be placed in the same position prior to the leave. For leaves of absence less than one year, benefits will be pro-rated. If the Superintendent denies such a request for leave, the employee may appeal the denial to the Board which shall place the request on a future agenda for consideration. The Board's decision shall be final and binding.

8.8 Part Time Employees

Sick, personal, bereavement, educational, and jury leave shall be pro-rated for those paraprofessionals who work less than full-time. Pro-ration will be equal to the percentage of time worked.

8.9 Association Leave

The Association will be allowed one (1) day for the NEA-NH Delegate Assembly or other related NEA business. This allows the Association to send one (1) member with pay for one (1) day per school year for such purposes.

ARTICLE 9 HOLIDAYS

- 9.1 Holiday pay is equal to the regular straight time rate of pay for the normal hours worked and is exclusive of overtime. Part time employees shall receive pro-rated holiday pay. The pro-ration shall be based on the percentage of time worked relative to a five day work week at 6.5 hours a day.
- 9.2 Employees shall receive holiday pay for the following holidays each year:
- Labor Day
 - Veterans' Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Day
 - First weekday after Christmas
 - New Year's Day
 - Martin Luther King Day
 - Memorial Day
- 9.3 If school is in session on a holiday listed in 9.2 the employee shall be paid an additional day's pay in that payroll period.
- 9.4 An employee must be at work the day before/after the holiday to receive holiday pay unless the employee is on bereavement leave, sick leave with documentation from a medical provider, or approved personal leave (Reference Article 8.2).

ARTICLE 10 DUES DEDUCTION

- 10.1 The Board agrees to deduct dues for the Association and its affiliates from the salaries for those employees who have requested and authorized such deductions on forms approved by the parties (see Appendix C), and transmit the monies at each payroll period to the designated treasurer of the Association.
- 10.2 The employee must submit to the Superintendent the payroll deduction form on or before October 1.
- 10.3 Deductions shall be in equal amounts for all pay periods during the school year, beginning with the first pay period in October and ending with the last pay period in

May.

- 10.4 The Association shall indemnify and save harmless the Epping School District against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the Board as a direct consequence of the Board's compliance with the above.

ARTICLE 11 EDUCATIONAL DEVELOPMENT

- 11.1 The Board shall reimburse employees for educational development programs such as courses, workshops, conferences, and seminars. This would include all related fees, books, materials, and equipment. The programs shall be at the election of the employee. These programs shall be within the context of the employee's assignment and/or educational development plan. The employee's administrative supervisor shall make approval for reimbursement.
- 11.2 The maximum reimbursement per employee shall be up to \$350 in the year.
- 11.3 Courses, workshops, conferences, and seminars required by the administration shall be fully paid by the Board. The Board shall pay such employee(s) her/his hourly rate, round trip mileage (at the existing IRS rate) from the employee's work site.
- 11.4 The Board shall reimburse employees for the NH Department of Education (NHDOE) certification fee per the NHDOE fee schedule and amount.
- 11.5 Monies remaining in the educational fund as of May 1st shall become available to bargaining unit members for additional reimbursement. These funds will only be available to the end of the school year on June 30th.
- 11.6 Employees who participate in programs such as courses, workshops, conferences, and seminars for which they are compensated, shall be paid within two (2) pay periods after the completion of the program once required paperwork has been submitted by the paraprofessional.

ARTICLE 12 EMPLOYEE RIGHTS AND PROTECTION

APPROVED

- 12.1 An employee shall have the right to review the contents of her/his file and to make copies of any documents contained therein. An employee shall be entitled to have a representative of the Association accompany her/him during such review.
- 12.2 The Employer will not discipline or discharge a bargaining unit member except for just cause consistent with Section 4.7.1. Disciplinary grievances are barred from arbitration and the Superintendent's decision will be final and binding.

Disciplinary actions shall normally follow this order. However, discipline may be taken out of order depending on the severity of the infraction.

- a. Verbal warning
- b. Written warning
- c. Suspension without pay
- d. Discharge

- 12.3 No material shall be placed in the employee's personnel file unless the employee has had an opportunity to review the material and given a copy of such. The employee shall acknowledge that she/he has had the opportunity to review such materials by affixing her/his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. An employee shall have five (5) working days to acknowledge receipt of such material. If the employee does not affix her/his signature the material will be placed in the employee's personnel file with an attached notation that the employee refused to sign such material within the designated time period. An employee shall have the right to submit a written answer to such material and her/his answer shall be attached to all copies. The employee shall have fifteen (15) working days to submit a written answer.

It is understood that material generated by the employee has been reviewed by the employee and is not subject to the notification and rebuttal process stated in the previous paragraph.

ARTICLE 13

WORK DAY, WEEK AND YEAR

- 13.1 **The District will notify the Association by May 15th of the school calendar and work year for paraprofessionals in the following school year.** Each employee's workday and year shall be governed by her/his annual individual employment contract. The individual employment contract shall be in accordance with this collective bargaining agreement. The collective bargaining agreement shall also be referred to as the CBA

or Agreement.

- 13.2 The individual employment contract shall be issued to continuing employees with the exclusion of probationary employees on or before the June 1 prior to the new school year, or as soon thereafter as practicable before the end of the school year. A new employee shall be issued her/his individual employment contract within fifteen (15) calendar days from the date of hire.
- 13.3 The individual employment contract model, or substantially similar to the model, shall be attached to this Agreement and labeled Appendix D.
- 13.4 When an employee is requested by her/his supervisor to work hours in addition to those set forth in the individual employment contract, and the employee agrees to work those hours, the employee shall receive compensatory time which may be used by the employee at a mutually agreeable time or be paid at her/his contracted hourly rate.
- 13.5 The School Board reserves the right to reassign employees, as needed notwithstanding the individual employment contract. Within five (5) days of permanent reassignment, the School Board shall arrange for closure at the previous assignment.
- 13.6 Employees working a 6.5 hour workday shall receive a 30 minute uninterrupted, unpaid lunch and 15 minute paid rest breaks in the morning and afternoon for a full workday. Employees working less than 6.5 hours workday shall receive appropriate rest breaks; i.e. an employee working 4.0 shall be entitled to a rest break.
- 13.7 Bargaining unit members who work before or after their contract year shall be paid at his/her contractual hourly rate per the salary schedule for that school year running July to June.

ARTICLE 14 EVALUATION

- 14.1 The purpose of paraprofessional evaluation is to provide feedback to the employee on their work performance in order to improve student performance and education for all students.
- 14.2 The employee's immediate supervisor shall conduct a written evaluation of the employee at least once annually or more at the administration's option with the first being conducted no later than April 30th.

- 14.3 The District shall provide copies of the evaluation form and associated documentation to employees at the beginning of the school year. The District shall also communicate to the employee the process for evaluation.
- 14.4 The evaluation process shall include a written evaluation followed by a conference of the immediate supervisor and the employee. The employee shall be given a copy of any formal evaluation report before any such conference is held. Following the conference the employee shall receive a copy of the final evaluation report.
- 14.5 The immediate supervisor and the employee shall sign the completed evaluation report as well as the administrative supervisor at the conclusion of the evaluation conference. This report shall become part of the personnel file. The employee shall affix her/his signature to the evaluation report signifying that the report has been read and is to be filed. By affixing her/his signature the employee is in no way indicating agreement with the contents thereof. If the employee does not affix her/his signature the material will be placed in the employee's personnel file with an attached notation that the employee refused to sign the evaluation report. An employee shall have a right to submit a written answer to such material and her/his answer shall be attached to all copies. The employee shall have fifteen (15) working days to submit a written rebuttal.
- 14.6 In the event that in the opinion of the school administration a deficiency in a paraprofessional's performance is of concern and/or could result in the termination of employment the paraprofessional shall be notified of the deficiency in writing by the administration. The administration shall clearly state the deficiency, state the expected corrections, and the paraprofessional shall be given reasonable time to correct said deficiency. If a paraprofessional does not correct the specified deficiency within the specified time it will be considered just cause for administrative action.
- 14.7 The paraprofessional will be entitled to have representation of his/her choosing when he/she is being disciplined or discharged.

ARTICLE 15

WAGES

- 15.1 There shall be four categories of employees covered by this Agreement and as it pertains to setting on the wage schedule:
- a. Non-NHDOE Certified/Non-Degree Paraprofessionals are subject to this wage schedule. The District may grant new hires up to ninety (90) calendar days, the probationary period to obtain certification. All probationary employees shall be

compensated under Appendix A as a non-certified paraprofessional unless the employee has a NHDOE certification or a minimum of an Associate's Degree from an accredited educational institution. Upon the district's receipt of a valid paraprofessional certification or degree, the employee's hourly rate will be revised to the new schedule for all hours worked after the receipt of such documentation verifying certification or degree status.

b.NHDOE Certified Paraprofessionals are subject to this wage schedule with a valid paraprofessional certificate from the NH Department of Education for the time period employed.

c.Associate's Degree Paraprofessionals are subject to this wage schedule with a valid Associate's Degree from an accredited educational institution. Employee is to provide an official transcript. Employee must receive a valid paraprofessional certificate from the NH Department of Education within ninety (90) days of hire. Only certificates from the State of New Hampshire and valid for the time period employed shall be recognized.

d.Bachelor's Degree Paraprofessionals are subject to this wage schedule with a valid Bachelor's Degree from an accredited educational institution. Employee is to provide an official transcript. Employee must receive a valid paraprofessional or teacher certificate from the NH Department of Education within ninety (90) days of hire. Only certificates from the State of New Hampshire and valid for the time period employed shall be recognized.

15.2 Minimum wages for all job classifications are contained in Appendix A to this Agreement.

15.3 To be eligible for an incremental step increase in compensation under Article 14, the employee must have worked at least one-half of the days of her/his individual contract, and in no event less than ninety-one (91) contract days.

15.4 New hires in the bargaining unit shall be hired according to the wage schedule in Appendix A. The Superintendent or his/her designee may credit new hires that have worked with children in a professional setting when determining the initial salary step.

15.5 Bargaining unit members who substitute more than five (5) time per school year (1/2 day or more will equal one instance) will be paid time and one half after the fifth (5th) instance. Compensation is capped at seven (7) hours per school day.

15.6 The first pay shall be issued by the second Friday after the start of the work year.

| APPROVED

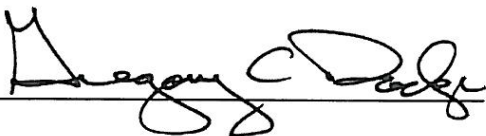
- 15.7 Paraprofessionals shall be paid their regular wages for their regular hours when there is a delayed opening or early closing.
- 15.8 If schools are closed for up to five (5) days due to emergency situations during the school year, district policy is for paraprofessionals not to be paid for these days at the time of the emergency, but to make these days up at the end of the school year per the district calendar. If the district receives a waiver from the NH Department of Education, the district may offer up to five (5) waived days as paid professional development days or non-work days per its discretion.
- 15.9 Nursing assistants are required to have first aid and CPR certification in place of NHDOE certification. With this certification nursing assistants will be placed on the certified paraprofessional schedule. Nursing assistants are also eligible for Associate and Bachelor degree schedules, but must maintain valid first aid and CPR certification as well.
- 15.10 All employees shall be placed on an appropriate wage schedule per Article 15.4 at the time of hire. During the probationary period employees may be moved on the wage schedule to correct for an inappropriate placement based on experience and/or education. After the probationary period employees may only be moved on the wage schedule to take into consideration additional education or certification non-renewal, unless the employee is subject to an adjustment per this article. Employees working less than the full school year must work at least 50% of the school year, including the probationary period, to advance a step.

**ARTICLE 16
DURATION**

16.1 This Agreement shall be effective July 1, 2011 and shall continue in full force and effect through June 30, 2013.

Signed this 14th day of April 2011.

For the School Board:



Board Chairperson

For the Association:



Association President

Appendix A WAGE SCHEDULE

Base schedule to include standardized step increments of step 2 - \$0.36, step 3 - \$0.37, step 4 - \$0.38, step 5 - \$0.39, step 6 - \$0.40, step 7 - \$0.42, step 8 - \$0.44, step 9 - \$0.46, step 10 - \$0.48, step 11 - \$0.50, step 12 - \$0.52, step 13 - \$0.54, step 14 - \$0.56, and step 15 - \$0.58.

Base schedule includes the following four categories.

- A** - Non-NHDOE Certified or Non-Degree Paraprofessional - \$0.50 less than NHDOE Certified Paraprofessional
- B** - NHDOE Certified Paraprofessional
- C** - Associate's Degree Paraprofessional - \$0.75 more than NHDOE Certified Paraprofessional
- D** - Bachelor's Degree Paraprofessional - \$1.50 more than NHDOE Certified Paraprofessional

2011-2012 WAGE SCHEDULE – Step – 0% COLA

| STEP | A NON-CERTIFIED NON- DEGREE PARAPROFESSIONAL | B NHDOE CERTIFIED PARAPROFESSIONAL | C ASSOCIATE'S DEGREE PARAPROFESSIONAL | D BACHELOR'S DEGREE PARAPROFESSIONAL |
|------|--|---|---|--|
| 1 | \$9.98 | \$10.48 | \$11.23 | \$11.98 |
| 2 | \$10.34 | \$10.84 | \$11.59 | \$12.34 |
| 3 | \$10.71 | \$11.21 | \$11.96 | \$12.71 |
| 4 | \$11.09 | \$11.59 | \$12.34 | \$13.09 |
| 5 | \$11.48 | \$11.98 | \$12.73 | \$13.48 |
| 6 | \$11.88 | \$12.38 | \$13.13 | \$13.88 |
| 7 | \$12.30 | \$12.80 | \$13.55 | \$14.30 |
| 8 | \$12.74 | \$13.24 | \$13.99 | \$14.74 |
| 9 | \$13.20 | \$13.70 | \$14.45 | \$15.20 |
| 10 | \$13.68 | \$14.18 | \$14.93 | \$15.68 |
| 11 | \$14.18 | \$14.68 | \$15.43 | \$16.18 |
| 12 | \$14.70 | \$15.20 | \$15.95 | \$16.70 |
| 13 | \$15.24 | \$15.74 | \$16.49 | \$17.24 |
| 14 | \$15.80 | \$16.30 | \$17.05 | \$17.80 |
| 15 | \$16.38 | \$16.88 | \$17.63 | \$18.38 |
| | B minus \$0.50 | | B plus \$0.75 | B plus \$1.50 |

2012-2013 WAGE SCHEDULE – Step plus 1% COLA

| | A | B | C | D |
|-------------|---|--|--|---|
| | NON-CERTIFIED NON- DEGREE <u>PARAPROFESSIONAL</u> | NHDOE CERTIFIED <u>PARAPROFESSIONAL</u> | ASSOCIATE'S DEGREE <u>PARAPROFESSIONAL</u> | BACHELOR'S DEGREE <u>PARAPROFESSIONAL</u> |
| <u>STEP</u> | | | | |
| 1 | \$10.08 | \$10.58 | \$11.33 | \$12.08 |
| 2 | \$10.44 | \$10.94 | \$11.69 | \$12.44 |
| 3 | \$10.81 | \$11.31 | \$12.06 | \$12.81 |
| 4 | \$11.19 | \$11.69 | \$12.44 | \$13.19 |
| 5 | \$11.58 | \$12.08 | \$12.83 | \$13.58 |
| 6 | \$11.98 | \$12.48 | \$13.23 | \$13.98 |
| 7 | \$12.40 | \$12.90 | \$13.65 | \$14.40 |
| 8 | \$12.84 | \$13.34 | \$14.09 | \$14.84 |
| 9 | \$13.30 | \$13.80 | \$14.55 | \$15.30 |
| 10 | \$13.78 | \$14.28 | \$15.03 | \$15.78 |
| 11 | \$14.28 | \$14.78 | \$15.53 | \$16.28 |
| 12 | \$14.80 | \$15.30 | \$16.05 | \$16.80 |
| 13 | \$15.34 | \$15.84 | \$16.59 | \$17.34 |
| 14 | \$15.90 | \$16.40 | \$17.15 | \$17.90 |
| 15 | \$16.48 | \$16.98 | \$17.73 | \$18.48 |
| | B minus \$0.50 | | B plus \$0.75 | B plus \$1.50 |

Appendix B EPPING PARAPROFESSIONAL ASSOCIATION Grievance Record

Date: _____ Grievance No. _____

Name of Grievant: _____

Building _____ Assignment _____

Date of alleged violation or misapplication: _____

Article of agreement allegedly violated: _____

Statement of grievance:

Remedy sought:

Signature – Association Representative Signature – Grievant

Disposition by: Supervisor: _____ Principal: _____ Superintendent: _____

Date Answered: _____

Signature/Supervisor, Principal, or Superintendent _____

Grievance settled on the basis of Supervisor, Principal, **and Superintendent's** answer: _____

Signature of Grievant: _____

Appendix C
Epping School District
Dues Deduction Authorization

Date: _____

I, _____, hereby authorize the Epping School district to deduct membership dues in the amount of \$_____ **over the school year** and to transmit those funds to the Epping Paraprofessional Association as prescribed in the Master Agreement. The amount stated above is correct as of the date of this authorization, but may change from time to time as determined by the Association. When such change takes place, you are hereby authorized to deduct the then current amount.

I understand that this authorization will remain in effect indefinitely until I provide the Epping School District with written instructions to the contrary or resign.

Signed _____

School District Office Record:

Received by _____ Title _____ Date _____

One Copy for Association Treasurer
One Copy for the Association Member

Appendix D EPPING SCHOOL DISTRICT

PARAPROFESSIONAL EMPLOYMENT CONTRACT

Date: _____
To: _____
From: Office of the Superintendent of Schools
RE: Intent to Employ for _____ School Year

It is the intent of the _____ School District to offer you employment for the year noted above in the capacity of _____, at a rate of _____ per hour.

The normal working day for this position is considered to be _____ hours.
The normal working year for this position is considered to be _____ days.

The employee will be under the direction and supervision of the _____.

GENERAL CONDITIONS:

1. It is understood that the _____ School Board shall abide by the CBA agreement.
2. The particulars of this position are noted below. Should there be a need to seek clarification regarding this assignment, you are invited to inquire through the SAU Office.
3. The School Board retains the right to change an employee's work assignment and/or hours of work during the school year noted above.

YOUR INTENT:

Please check the appropriate line regarding this offer:

_____ I intend to maintain my employment with the _____ School District during the _____ School year.

_____ I do not intend to maintain my employment with the _____ School District
School Board _____ Employee _____

EMPLOYMENT INCLUDES:

Special Conditions: _____

Benefits: Health Insurance _____ Dental Insurance _____
Retirement _____

Other: Sick Leave _____ Days, accumulative to _____ days.
Personal Leave _____ Days, accumulative to _____ days.
Bereavement Leave _____ Days, accumulative to _____ days.
Holidays _____ Days
Educational Days _____ Days

The normal working year includes working days, holidays, educational days, sick leave, personal leave, and bereavement leave per the conditions stated above.

MEMORANDUM OF UNDERSTANDING

If the Epping School Board and Epping Paraprofessional Association do not agree to a successor agreement, Section 7.1 Health Insurance will be replaced with the following language effective July 1, 2013 and will remain in effect only until a new successor agreement is in place.

7.1 Health Insurance

a. The Board will pay ninety (90%) percent of the premium cost for single coverage for full time employees minus any penalties imposed on the District because the employee receives an insurance subsidy (e.g., under the Patient Protection and Affordable Care Act).

b. The parties agree that the medical insurance program shall be composed of a health management product (HMO). This product is Anthem Blue Cross and Blue Shield of New Hampshire Matthew Thornton Blue Plan MTB20, including a \$10/\$20/\$45 prescription benefit, or its equivalent.

c. Health insurance will be issued the first of the month following receipt of the properly completed application and /or completion of the ninety (90) days probationary period if applicable.

Health insurance benefits will be in effect September through August, with the exception of employees subject to the ninety (90) day probationary period and/or beginning employment later in the school year. Starting in September, the premium deductions shall be evenly distributed in the remaining pay periods through June.

d. Any eligible employee who does not take health insurance and provides proof that he/she has obtained other health insurance coverage will receive a stipend of \$555.00 minus any penalties imposed on the District because the employee receives an insurance subsidy (e.g., under the Patient Protection and Affordable Care Act. This payment shall be made at the end of the work year, in June, on a prorated basis. The prorated amount shall be based on days worked including paid leave days. An employee leaving prior to the end of the school year, or starting after the beginning of the school year, shall receive a prorated stipend. If an employee participates in the health insurance program at any time during the school year, for any duration, the stipend is forfeited for that year. Employees new to the District are only eligible for this benefit after the completion of their probationary period.

e. Within two weeks of notification by the insurance provider, the District shall notify each employee who participates in the health insurance program of the new

premium rates for the ensuing year including what the employee's payroll deduction will be for each payroll period.

Signed this 14th day of April 2011.

For the School Board:



Board Chairperson

For the Association:



Association President