

AGREEMENT

Between

THE EXETER COOPERATIVE PARAPROFESSIONAL ASSOCIATION

And

THE EXETER REGION COOPERATIVE SCHOOL BOARD

2015 – 2018

**Article I. PREAMBLE**

**Section 1.01** The Exeter Region Cooperative School Board (hereinafter "the School Board") and the Exeter Cooperative Paraprofessional Association (hereinafter "The Association") hereby enter into the following Agreement.

**Article II. RECOGNITION**

**Section 2.01** The School Board recognizes the Association as the exclusive bargaining representative of those Exeter Region Cooperative 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.

**Section 2.02** In Decision No. 2005-078, the PELRB included instructional aide and instructional assistant positions in the bargaining unit.

**Section 2.03** As used in this Agreement, "instructional assistant" means computer lab assistants, library assistants and alternative education assistants.

**Section 2.04** As used in this Agreement, "instructional aide" means special education aides, one-on-one aides, classroom aides, those substitute teachers who are contracted to work at least, 180 days, and any other positions in this bargaining unit that are not listed above as instructional assistant positions.

**Section 2.05** As used in this Agreement, "employee" means a person holding a position in this bargaining unit.

**Article III. NEGOTIATING PROCEDURES**

**Section 3.01** Negotiations for a successor agreement shall be conducted pursuant to N.H.RSA 273-A, Public Employees Labor Relations Law.

**Section 3.02** In the event of an impasse, the cost for the services of the mediator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be equally shared by the Board and the Association.

**Section 3.03** Nothing in this article shall be construed to prohibit the Association and the Board from reaching agreement at any time between the declaring of impasse and the Annual Meeting.

**Section 3.04** The Association will notify the School Board of its intent to negotiate no later than September 15 of the year before the expiration of this Agreement.

**Article IV. MANAGEMENT RIGHTS**

**Section 4.01** 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, withhold wage increases, 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.

**Section 4.02** 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.

## **Article V. ASSOCIATION RIGHTS**

**Section 5.01** 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.

**Section 5.02** The Association may be granted the use of employee mailboxes and e-mail addresses for communication.

**Section 5.03** 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.

**Section 5.04** The Association Co-Presidents shall be given an opportunity to speak to the Exeter Cooperative Paraprofessional employees immediately preceding or no longer than 30 minutes following the scheduled orientation activities as coordinated with the Superintendent or designee.

**Section 5.05** Representatives of the Local, State and National Associations 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.

**Section 5.06** If the NEA-NH Assembly of Delegates is limited to one (1) day in any given year, the Association shall be entitled to have one (1) member released without loss of pay to attend such meeting.

- (a) One of the Co-Presidents of the Association or their designee shall be released at full pay the equivalent of two (2) days per year for Association business.
- (b) The total days for this section not to exceed three (3) days.

**Section 5.07** If an administrator meets with a paraprofessional employee to discipline that employee, and if that employee requests, he/she shall be entitled to have a representative from the Association present at the meeting. The administrator, when scheduling the meeting shall inform the paraprofessional employee that the meeting is disciplinary. If the professional employee chooses to have an Association representative present, the administrator will make arrangements for coverage for that representative, if necessary.

**Section 5.08** 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.

**Section 5.09** When a Board policy is coming up for review or a proposed change, copies will be forwarded to the Association Co-Presidents as soon as they are available.

**Section 5.10** Each paraprofessional employee upon initial employment will receive a copy of the current Agreement, including appendices.

## **Article VI. GRIEVANCE PROCEDURE**

**Section 6.01** 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:

- (a) any matter for which a specific method of review is proscribed by law;
- (b) any statute, law or regulation by the State or Federal Government;
- (c) any bylaw of the school board pertaining to its internal organization;

- (d) 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;
- (e) a complaint concerning evaluation of an employee's performance;
- (f) any matter listed in Article 3; and
- (g) any matter which this Agreement states shall not be subject to the grievance process.

**Section 6.02** To be considered under this grievance procedure, a grievance must be filed in writing at Step 1 within thirty (30) school days of its occurrence.

- (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 specified 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.

**Section 6.03** Informal Procedure: Any employee who has a grievance first shall discuss it informally with his/her building principal.

**Section 6.04** 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) school 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) school days after receipt of 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) school 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) school days of receipt of the superintendent's decision or, if none, within five (5) school 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) school 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) school days. A decision in writing shall be rendered within ten (10) school days citing the reasons therefore, and forward copies of the decision to the grievant, to the administrators 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) school 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) school days of receipt of the Board's decision.

**Section 6.05** 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) school 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 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.

**Section 6.06** The arbitrator's decision shall be final and binding. The arbitrator shall issue his/her decision to the District and the Association within thirty (30) school days after close of the arbitrator's hearing.

**Section 6.07** The time periods specified in this procedure may be extended by mutual written agreement of the parties.

**Section 6.08** An Association representative may be present with the grievant at formal steps of the grievance process if requested by the grievant.

## **Article VII. DISCIPLINARY PROCEDURES**

**Section 7.01** Discipline normally shall follow this order, but discipline may be taken out of order depending upon the severity of the infraction: oral warning, written warning, suspension without pay, and discharge.

**Section 7.02** Non-renewal, ending employment with 14 calendar days notice pursuant to Section 8.1, expiration of an assignment and reduction-in-force shall not constitute discipline and shall not be subject to the grievance procedure.

**Section 7.03** 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 VIII. PROBATIONARY PERIOD AND CONTINUATION OF BENEFITS**

**Section 8.01** Probationary Period

- (a) 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.

**Section 8.02** 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.

**Section 8.03** 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.

**Section 8.04** Carrying forward Benefits: When moving from a position in this bargaining unit to another position in the School District (e.g. teacher or administrator), accrued benefits will not be carried forward.

**Article IX. LETTER OF AGREEMENT**

**Section 9.01** The School District shall provide by the first Friday in June of each year, for continuing employees only, a letter of agreement to reemploy, including 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 that the employee or the School District may end the employment at any time with or without reasons by providing 14 calendar days 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.

**Section 9.02** Upon receiving a letter of agreement, the employee must sign and return it to the Superintendent by the last Friday in June. If an employee fails to do so, he/she will be deemed to have resigned voluntarily.

**Section 9.03** Once an employee returns a letter of agreement by the last Friday in June, 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.

**Article X. TRANSFERS**

**Section 10.01** When the decision to make an involuntary transfer of grade, student, subject area, school or other assignment, has been made by the Superintendent, the employee affected will be notified in writing immediately. Upon request, an employee designated for involuntary transfer shall be entitled to a meeting with the Superintendent or designee to discuss the reasons for the involuntary transfer. The transfer decision is not grievable.

**Article XI. Employee Rights and Protection**

**Section 11.01** Personnel File. 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.

**Section 11.02** No unfavorable 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 a signature in no way indicates agreement with the contents thereof. An employee shall have five (5) school 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 fifteen (15) school 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.

**Section 11.03** Statutory Savings: Nothing contained in the contract or employer policy and/or practice shall restrict the rights of an employee under state or federal law.

**Article XII. WORK DAYS AND WORK HOURS**

**Section 12.01** Each employee's expected regularly scheduled work days and work hours will be set forth in that employee's letter of agreement. Work hours for Instructional Aides and Instructional Assistants assigned to the Seacoast School of Technology may be changed to accommodate any changes to the school day.

**Section 12.02** Occasionally, the School District may require an employee to work more hours or 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, and shall be paid at the rate of time and one-half for hours actually worked in excess of 40 in a week. At the School District's discretion additional compensation may be offered for the occasional request to work outside of the regular work day.

**Section 12.03** 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.

**Section 12.04** 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.

### **Article XIII. COMPENSATION**

#### **Section 13.01** Payroll:

- (a) 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).
- (b) 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.

**Section 13.02** Wages: Wage rates for instructional assistants and instructional aides are set forth in Appendix A.

- (a) No new employee shall be hired at an hourly rate above step 7 on the pay chart applicable to this agreement. However, exceptions may be made if the Superintendent determines that there is an unavailability of qualified candidates at the otherwise applicable wage rate, or that a candidate should receive extra credit for prior experience or degrees. If a current employee is to be advanced more than one step on the grid in any year, the Superintendent will notify the Union President and state the reason.
- (b) An employee who actually worked more than 50 percent of the days for that employee's position during the prior year shall receive credit for one full year of experience.
- (c) An employee may be held at step if the Superintendent concludes that the employee's performance was unsatisfactory during the prior year.

**Section 13.03** 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.

**Section 13.04** Longevity: To recognize employees who have completed five (5) or more years of consecutive service, a longevity payment will be made based on the following schedule:

- (a) During consecutive years of service 6-8, employees will receive 1% of their prior fiscal year's earnings (July 1<sup>st</sup> to June 30<sup>th</sup>).
- (b) During consecutive years of service 9-11, employees will receive 2% of their prior fiscal year's earnings.
- (c) During consecutive years of service 12-17, employees will receive 3% of their prior fiscal year's earnings.
- (d) During consecutive years of service 18-22, employees will receive 4% of their prior fiscal year's earnings.
- (e) After 22 years of consecutive service, employees will receive 5% of their prior fiscal year's earnings.

**Section 13.05** Longevity payments will be made on the first pay period in December. To be eligible to receive this payment, an employee must have completed five (5) consecutive years of service prior to September 30<sup>th</sup> 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).

#### **Article XIV. INSURANCE**

**Section 14.01** Health Insurance:

- (a) The District shall offer the following health insurance plan to employees who work at least 30 hours per week and at least 180 days per year:
  - 1) Blue Choice (BC3T20-Rx \$10/20/45).
  - 2) Matthew Thornton Blue (MTB151PDED-Rx \$10/20/45) or equivalent plans.
- (b) For eligible employees the District will contribute an amount equal to 70 percent of the premium for the Matthew Thornton Blue HMO one-person coverage.
- (c) If an eligible employee selects a higher cost plan or more than one-person coverage, the employee shall pay the difference between the cost of the selected plan and coverage and the dollar amount paid by the District under Section 12.1B.

**Section 14.02** Life Insurance: For each employee who works at least 30 hours per week and at least 180 days per year, the District shall pay 100 percent of the premium for a \$25,000 term life insurance policy.

**Article XV. LEAVES**

**Section 15.01 Sick Leave:**

- (a) Employees who work at least 30 hours per week and at least 180 days per year shall receive 1 paid sick day per month (10 days per full school year), up to maximum accrual of 50 days.
- (b) Employees who work at least 180 days per year, but less than 30 hours per week, shall receive one-half paid sick day per month (5 days per full school year), up to a maximum accrual of 25 days.
- (c) An employee who does not use any sick or personal leave during the school year shall receive a bonus equal to one day of regular pay. Payment will be made by June 30 of each school year.
- (d) Unused sick days are not compensable.

**Section 15.02 Sick Bank:**

- (a) Employees in this bargaining unit will be afforded the opportunity to participate in a sick leave bank. The purpose of the sick bank is to provide financial assistance to an employee who is experiencing an emergency situation. All available vacation, personal, and accrued sick time must be exhausted prior to receiving sick bank time.
- (b) The following guidelines have been established for the administration of the sick leave bank:
  - 1) Sick bank contributions are on a strictly voluntary basis.
  - 2) The sick bank year shall run from October 1<sup>st</sup> thru September 30<sup>th</sup>.
  - 3) 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 30<sup>th</sup>, 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.
  - 4) 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.
  - 5) 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.

- 6) 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.
- 7) The committee will furnish the Director of Human Resources with the names and donations of all contributors by October 15 of each year.
- 8) 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.
- 9) 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, it will cease to operate until the beginning of the next year.
- 10) 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.
- 11) Decisions of the committee regarding requests for paid sick bank time are final, and shall not be subject to the grievance process.

**Section 15.03** Personal Leave:

- (a) Employees who work at least 180 days per year may use up to 2 personal days per school year.
- (b) Personal leave may be taken for personal business that cannot be conducted outside school hours. The employee shall provide at least 48 hours advance notice to the principal of the need to take personal leave, except in emergencies.
- (c) Personal leave immediately prior to or following a holiday or extended break is discouraged. Any paraprofessional employee requesting personal leave days prior to or immediately following a holiday or an extended break must obtain approval from the Superintendent through the building principal; such requests will not be unreasonably withheld.
- (d) Personal days may not be accumulated and carried over year-to-year. Unused personal days are not compensable.

**Section 15.04** Bereavement Days:

- (a) Employees who work at least 180 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, daughter-in-law, brother-in-law, and sister-in-law.

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

**Section 15.05** Holidays:

- (a) Employees who work at least 180 days per year shall receive the following paid holidays:
  - 1) New Year's Day
  - 2) Martin Luther King, Jr. Day
  - 3) President's Day
  - 4) Memorial Day
  - 5) Veteran's Day
  - 6) Thanksgiving Day
  - 7) Day after Thanksgiving
  - 8) Christmas Day
- (b) 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. Columbus Day also will be a paid holiday when there is no school that day.
- (c) 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, Martin Luther King, Jr. 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.

**Section 15.06** 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.

**Section 15.07** Vacation

- (a) Employees who work at least 260 days per year will be granted vacation time based on the following schedule:
  - i) Five (5) days of paid vacation during the first year of service, pro-rated based on start date.

- ii) Ten (10) days of paid vacation after two (2) consecutive full years of service.
  - iii) Fifteen (15) days of paid vacation after five (5) consecutive full years of service.
  - iv) Twenty (20) days of paid vacation after ten (10) consecutive full years of service.
- (b) "Years of service" means years working for the School District for at least 260 days per year.
- (c) In order to have all employees on the same fiscal year vacation cycle, first year employees will receive vacation time on a pro-rated basis to July 1<sup>st</sup>. This process allows the District to establish July 1<sup>st</sup> as the anniversary date for vacation eligibility calculations.
- (d) The employee's supervisor must approve, in advance, all requests for vacation time.
- (e) Vacation time may not be carried over from one fiscal year to the next without the approval of the Superintendent of Schools or his/her designee.
- (f) An employee whose employment relationship terminates with the School District and then subsequently rejoins the School District will revert back to first year status.
- (g) Should an employee leave the District prior to using his/her earned vacation time, the employee will be compensated for the unused time at his/her current daily rate.

**Section 15.08** 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.

## **Article XVI. EVALUATIONS**

**Section 16.01** A designated supervisor will evaluate an employee a minimum of once per year. 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.

### **Section 16.02 DUES AND DEDUCTIONS**

**Section 16.03** 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.

**Section 16.04** 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 XVII. REDUCTION IN FORCE**

**Section 17.01** The Board and administration shall have the authority to determine the number and qualifications of employees in each job classification.

**Section 17.02** In the event the Board and administration determine that it is necessary to conduct a reduction in force, the administration shall initially attempt to determine the number of possible resignations and retirements within each job classification in a good faith effort to avoid potentially unnecessary layoffs.

**Section 17.03** If further 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. all these factors 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.

**Section 17.04** Definitions:

- (a) "Job Classifications" are computer lab assistants, alternative education assistants, substitute teachers who are contracted to work at least 180 days, classroom aides, one-on-one aides and special education aides.
- (b) "Seniority" shall be calculated from the date that an employee commenced his/her current term of continuous employment by the School District in a position in this bargaining unit.

**Article XVIII. COURSE REIMBURSEMENT AND WORKSHOPS**

**Section 18.01** For courses and workshops that the School District approves in advance, the School District agrees to provide reimbursement as follows:

- (a) Courses and workshops must be work related and approved in advance by both the building Principal and the Superintendent.
- (b) The reimbursement shall be paid to the employee upon presentation of a certificate of satisfactory completion of the course or workshop.
- (c) The employee must have been employed for a minimum of one year to be eligible for course tuition reimbursement.
- (d) Subject to Section 18.2, the School District will provide course tuition reimbursement of for up to 3 credit hours per employee per school year up to the University of New Hampshire in-state tuition rate.

- (e) Subject to Section 18.2, the School District will provide workshop tuition reimbursement of up to \$200 per employee per school year.

**Section 18.02** In no event shall the District spend more than \$14,000 in under Article 18.

**Article XIX. RETIREMENT**

**Section 19.01** Upon retirement, employees who work at least 30 hours per week and at least 180 days per year shall receive a payment for each full year of service to the School District. The amount for Year 1 (15-16) \$100; for Year 2 (16-17) \$125; for Year 3 (17-18) \$150. Employees who work at least 180 days per year, but fewer than 30 hours per week, shall receive a payment of Seventy-five (\$75) for each full 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 XX. MISCELLANEOUS**

**Section 20.01** 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.

**Section 20.02** First Aid Kit: The School District shall provide an accessible first aid kit.

**Article XXI. SEPARABILITY**

**Section 21.01** 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.

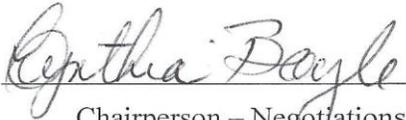
**Article XXIII. DURATION**

**Section 23.01** This Agreement shall be in full force and effect from July 1, 2015 through June 30, 2018.

In witness whereof, the parties have caused this Agreement to be signed by their duly authorized representatives this 11 day of March, 2015.

Exeter Cooperative Paraprofessional Assoc.

Exeter Region Cooperative School Board

  
Chairperson – Negotiations

  
Chairperson – Negotiations

**Appendix A**  
**Exeter Cooperative Paraprofessional**  
**Wage Schedule for 2015 - 2018**

2015-2016	step 1	step 2	step 3	step 4	step 5	step 6	step 7	step 8	step 9	step 10	step 11	step 12	step 13
Instr Aide	\$12.35	\$12.75	\$13.17	\$13.61	\$14.06	\$14.52	\$15.00	\$15.50	\$16.02	\$16.54	\$17.09	\$17.65	\$17.85
Instr Asst	\$12.62	\$13.10	\$13.59	\$14.12	\$14.65	\$15.21	\$15.78	\$16.38	\$17.01	\$17.64	\$18.31	\$19.01	\$19.09
2016-2017	step 1	step 2	step 3	step 4	step 5	step 6	step 7	step 8	step 9	step 10	step 11	step 12	step 13
Instr Aide	\$12.69	\$13.10	\$13.53	\$13.99	\$14.44	\$14.92	\$15.41	\$15.93	\$16.46	\$17.00	\$17.56	\$18.14	\$18.34
Instr Asst	\$12.96	\$13.46	\$13.97	\$14.51	\$15.06	\$15.63	\$16.22	\$16.83	\$17.47	\$18.13	\$18.81	\$19.53	\$19.62
2017-2018	step 1	step 2	step 3	step 4	step 5	step 6	step 7	step 8	step 9	step 10	step 11	step 12	step 13
Instr Aide	\$13.04	\$13.46	\$13.91	\$14.37	\$14.84	\$15.33	\$15.84	\$16.37	\$16.91	\$17.47	\$18.04	\$18.64	\$18.84
Instr Asst	\$13.32	\$13.83	\$14.35	\$14.91	\$15.47	\$16.05	\$16.66	\$17.29	\$17.95	\$18.63	\$19.33	\$20.07	\$20.16