

**MEMORANDUM
FROM THE
SUPERINTENDENT OF SCHOOLS**

TO: School Board
FROM: Jean Briggs Badger
SUBJECT: DPA Agreement Changes
DATE: 4/8/2013

The School Board and the Dover Paraeducators' Association reached a tentative agreement on March 13, 2013. The minimal changes to this Bargaining Agreement are listed below:

- This is a one year contract
- Negotiations will begin again in Fall of 2014
- There is a potential savings of \$30,000 due to the reduction of two days
- There is no change to the wage scale from FY13 to FY14
- For FY13, there was a \$100 stipend for all paraprofessionals who were at the top step. This stipend does not exist for the FY14 contract.

**Article I
D. DEFINITIONS**

The terms "~~aide or tutor~~," "~~Paraeducator~~" paraprofessional or "employee" as used in this Agreement mean an aide or tutor person employed by the School Board in the bargaining unit as described in Article I-A.

Article IV

A. CLASSIFICATIONS

The parties agree to update Article IV (A) by incorporating current job titles.

All ~~paraeducators~~ paraprofessionals shall be assigned to one of the following classifications:

Classification 1:

Non-instructional Aides

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

Classification 2:

Instructional #1 – ~~Paraeducators~~ Paraprofessionals

- Instructional Classroom Aides (Kindergarten Aide, Novanet Aide, Tech Ed Aide)
- Librarian Aides

- over -

- - Special Education Aides
- - In School Suspension (ISS) Aides
- - **Computer Aide I**

Classification 3:

Instructional #2 – ~~Paraeducators~~ **Paraprofessionals**

- - Tutors - Federal Projects (Non-certified)
- - - - Audio Visual Aide
- - - - **Computer Aide II**

Classification 4:

Instructional #3 – ~~Paraeducators~~ **Paraprofessionals**

- - Tutors - Federal Projects (Certified Teacher)
- - Tutors E.S.O.L (Certification Required)
- - **Literacy Interventionist Tutor (Certification Required)**

~~Certified Occupational Therapist Assistant~~

~~Physical Therapist Assistant With Certification~~

Speech/Language Assistant **Tutor** With Certification

~~Computer Technician~~ **Aide III**

~~Medical Assistant~~ **Aide** With Certification

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

~~C. STUDY COMMITTEE~~

~~The Association and the School Board agree to establish a joint study committee to investigate, evaluate, and make recommendations to the School Board for updating and revising job descriptions of Paraeducators. The joint study committee will be comprised of no more than four (4) Paraeducators appointed by the President of the Association and no more than four (4) other persons appointed by the Chairperson of the School Board. The committee shall make its recommendations to the School Board~~

Article V—WORKING CONDITIONS

A. IN-SCHOOL WORK YEAR

1. **Subject to the educational, operational and financial needs of the District,** ~~¶~~the work year for Paraeducators **Paraprofessionals** shall consist of **equal the number of annual student**

days established by the Board ~~one hundred eighty (180) student days plus a workshop day~~ the day before commencement of classes. Paraprofessional attendance at a workshop may be mandatory or optional at the discretion of the Board, or its designee(s). In addition, each Paraeducator will be allowed to attend ~~two (2)~~ three (3) scheduled teacher workshop days with full pay within the teaching calendar year. Therefore the work year shall consist of the number of student days plus one, the number of student days plus two, the number of student days plus three, or the number of student days plus four. ~~181, 182, or 183 days.~~ The existing work year for Paraprofessionals shall not be decreased without prior notification and consultation with the Association.

Article X

EXCLUSIVE ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. PAYROLL DUES DEDUCTION

1. The School Board agrees to deduct Association dues from the pay checks of its paraeducators Paraprofessionals dues for the Dover Paraeducators' Association and transmit such funds to the Dover Paraeducators Association treasurer on a monthly basis. ~~the NEA- New Hampshire, NEA,~~ provided that individual employees written authorization for such dues deduction and transfer. ~~as said individually and voluntarily authorize the School Board to deduct. Said monies shall be transmitted to the Dover Paraeducators' Association treasurer on a monthly basis.~~ The Association shall indemnify and hold the District and the Board and its representatives/designees harmless from any and all claims arising out of the deduction and transmission of Association dues.

K. DISCIPLINARY GUIDELINES

Discipline, up to but not including nonrenewal, shall be administered only for reasonable cause provided that such protection shall not apply until an employee has been employed as a Paraprofessional for the District for at least twelve (12) months. Employees with fewer than ninety (90) days seniority shall not have this protection. The District's decision to renew or nonrenew employees shall not be impacted in any way by the language of this provision.