

MASTER CONTRACT

**Hillsboro-Deering Support Staff
AFT Local 6219, AFT-NH, AFL-CIO**

And

Hillsboro-Deering Cooperative School Board

July 1, 2020 - June 30, 2023

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ARTICLE I

AGREEMENT

- 1.1 This is a Collective Bargaining Agreement made and entered into by the Hillsboro-Deering School District, Hillsborough, New Hampshire, (hereinafter called the District) and Hillsboro- Deering Support Staff, AFT Local #6219, AFT-NH, AFL-CIO (hereinafter referred to as the Federation).

ARTICLE II

RECOGNITION

- 2.1 Subject to RSA 273-A, and continued certification, the Hillsboro-Deering Cooperative School Board recognizes the Hillsboro-Deering Support Staff, American Federation of Teachers, Local #6219, AFT-NH, AFL-CIO, as exclusive bargaining representative for all food service workers, cashiers, office para professionals, cooks, para-educators, cafeteria and/or recess monitors, secretaries, and the Assistant Food Director, as certified by the PELRB.

DEFINITIONS

- 2.2 Board means the Hillsboro-Deering Cooperative School Board.
- 2.3 Parties means the combination of the Board and the Federation as participants in developing and administering this Agreement.
- 2.4 Superintendent refers to the responsible administrative head of the District as appointed by the Board.
- 2.5 School shall mean any work location or functional division maintained by the Board.
- 2.6 Federation shall mean the Hillsboro-Deering Support Staff, AFT Local #6219, AFT-NH, AFL-CIO
- 2.7 Federation Representative shall mean any duly authorized designee of the Federation.
- 2.8 Full-time shall mean:
- 2.8.1 At least 6.5 (six and one-half) paid hours per day, five days a week, 184 work days per year for all positions except secretaries. It is understood that any employee presently classified as full-time with less than 6.5 (six and one-half) paid hours per day would be increased to 6.5 paid hours per day.
- 2.8.2 8.0 (eight) paid hours per day, 5 (five) days a week, twelve (12) months per year for secretaries.
- 2.9 Principal shall refer to the responsible administrative head of a building.
- 2.10 Paraprofessional, para-educator, secretary, media assistant, cafeteria and/or recess monitor, food service personnel/employee support staff and employee as used in this agreement means a person employed by the Board in the bargaining unit as described in Section 1 of this Article 2.

- 2.11 Bargaining unit shall mean all positions as certified by the Public Employee Labor Relations Board and employed by the Hillsboro-Deering Cooperative School Board.
- 2.12 Salary Scale shall be a salary matrix composed of six (6) labor grades with eleven (11) steps in 2020-21, ten (10) steps in 2021-22 and nine (9) steps in 2022-23.
- 2.13 Salary Scale A shall be for the compensation of food service workers.
- 2.14 Salary Grade B shall be for the compensation of cashiers.
- 2.15 Salary Grade C shall be for the compensation of para-educators, office paraprofessionals and cooks.
- This group includes those positions that are also known as media assistant, nurse aide or assistant, office aides, library aide, classroom & special educational aide, inclusion aides, regular instruction aides, paraprofessionals.
- 2.16 Salary Scale D shall be for the compensation of the assistant food service director.
- 2.17 Salary Scale E shall be for the compensation of secretaries.
- 2.18 Salary Scale F shall be for the compensation of cafeteria and/or recess monitors.

ARTICLE III

DUES DEDUCTION

- 3.1 The Board agrees to deduct Federation dues in equal payments when properly notified by the Federation by means of a signed authorization form for each unit employee so desiring such deduction. Such deduction authorization will be continued each year and thereafter unless notification is received in writing by the Board and the Union within fifteen (15) days after the employee's anniversary date. The Board also agrees to forward any and all such funds to the Treasurer of the Federation on a monthly basis along with a record of such deductions.

The Union shall hold the Board harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of or be by reason of, actions taken against the Board as a result of the negotiation of or the administration of this provision.

ARTICLE IV
WORK POLICY AND REGULATIONS

Section 1: General policy

- 4.1 In justice and fairness to the District and the taxpayers, all employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties.
- 4.2 The District shall provide space on staff bulletin boards for notices of the Union to its members, provided the notices are in good taste, and provided that such notices shall not relate to local, state, or national political matters. The provision related to political matters shall not apply to internal Union elections. Union notices shall not be posted until the Union President or designee, or Union Secretary or designee has signed them.
- 4.3 All employees shall be provided with a copy of his/her job description. Upon revision of a job description, the employee shall be provided with an updated copy.

Section 2: Reprimand

- 4.2.1 Employees shall not be reprimanded other than in a private location unless emergency circumstances warrant immediate notice.
- 4.2.2 The use of eavesdropping, public address or audio systems, or other electronic monitoring devices shall not be allowed except with the consent of the employee.

Section 3: Discipline

- 4.3.1 No member of the bargaining unit shall be disciplined or discharged except for just cause.
- 4.3.2 In the event of written warning, suspension, or termination, the District will state in writing to the employee, the reasons for action taken. A copy of said disciplinary action shall be handed to or delivered to the employee within twenty-four (24) hours of the action or by the close of the next regularly scheduled business day, whichever shall occur later. Employees may elect to have a Union representative present when he/she believes that he/she is going to be receiving disciplinary action in the form of a written warning, suspension or discharge.
- 4.3.3 Disciplinary actions shall normally follow this order:
 - A. Verbal Warning
 - B. Written Warning
 - C. Suspension without pay
 - D. Discharge

The parties recognize that there are certain instances which may warrant the

bypassing of applying discipline in varying degrees, so long as appropriate discipline is imposed for just cause.

- 4.3.4 Appeal of Board action on suspension and/or discharge shall be made directly to arbitration step of the grievance procedure.

Section 4: Employee files

- 4.4.1 Official employee files shall be maintained under the following circumstances:

No material derogatory to an employee's conduct, service, character, or personality shall be placed in the file by an administrator unless the employee has had the opportunity to read the material. No anonymous reports or complaints shall be placed in the employee's file. The employee shall acknowledge that he/she has read the material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents.

- 4.4.2 The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy.
- 4.4.3 The employee shall be permitted to reproduce any material in his/her file except the material relating to his/her original application for employment.

Section 5: Mileage Allowance

- 4.5 Traveling employees covered by this Agreement who are authorized to use private automobiles for school-related business shall be reimbursed at the current IRS mileage rate, subject to Board policy.

Section 6: Fair practices

- 4.6.1 As sole bargaining agent, the Federation will accept into voluntary membership all employees covered by this Agreement without regard to race, creed, color, religion, national origin, political activities, sex marital status, or affiliation with other organizations. The jurisdiction of the Federation shall include those persons now or hereafter that perform the duties or functions of the categories of employees in the bargaining unit.
- 4.6.2 The Board and the Federation agree that there will be no discrimination in the hiring of employees or in their training, assignment, promotion, transfer, or discipline, because of race, creed, color, religion, national origin, political activities, sex, domicile, marital status, or participation in any organizational activities.

Section 7: Federation Rights

- 4.7.1 The Federation will have the right to use school buildings at reasonable times,

without cost, for meetings. Requests for the use of buildings will be made to the principal in advance.

- 4.7.2 The Federation will upon request be given an opportunity to present brief reports and announcements at employee meetings.
- 4.7.3 The HDSS shall have the right to place HDSS-related materials in the mailboxes of support staff employees, to utilize the District's e-mail system to disseminate information, and shall be provided with reasonable space on the teachers' bulletin boards for the purpose of posting HDSS-related notices and other materials. When requested, the HDSS meeting announcements shall be included in the daily announcements read over the public address system.
- 4.7.4 The Federation may, with the permission from the Building Principal, use school equipment normally used by employees for Federation activities. However, expendable material will be at the expense of the Federation.
- 4.7.5 The President of the HDSS or his/her designee may be granted time off with pay for the purpose of attending HDSS business meetings, attending training sessions, or testifying before legislative bodies. The total number of days used for this purpose shall not exceed five (5) days. Notice shall be provided to the Principal at least five (5) school days in advance of such absence. The days may be used in hourly increments.

ARTICLE V

EVALUATIONS

- 5.1 All formal observations, monitoring and/or evaluation of employee performance shall be conducted personally with full knowledge of the employee.
- 5.2 Evaluation forms will be prepared in triplicate: one for the employee, one for the principal and/or supervisor, and one for the Superintendent of Schools. Evaluations will be discussed by the evaluator with the employee.
- 5.3 Evaluations shall be done in accordance with the Hillsboro-Deering School District and HDSS Evaluation Plan (Appendix B). The parties shall mutually agree on the forms to be utilized and will review and modify the forms prepared by the prior Labor-Management Committee and those provided by HDSS in negotiations. The forms shall be agreed upon prior to September 1, 2011 so the forms may be distributed to bargaining unit members. An evaluation committee with equal representation from the administration and union shall meet at least once annually to review the plan and recommend any changes to the plan to the parties. All current employees shall be provided with a copy of the Evaluation Plan. All new hires shall be provided with a copy upon their hiring.
- 5.4 A copy of the evaluation report, signed by the employee, shall be placed in his or her personnel file and a copy shall be given to the employee. The employee's signature shall not necessarily indicate agreement with its content. The employee shall have the right to make a written reply, which shall be attached to the

evaluation report. Any employee who feels that he has received an unfair evaluation shall have the right to have it reviewed by the Superintendent prior to the initiation of a grievance.

ARTICLE VI

CONSULTATION AND GRIEVANCE PROCEDURES

Section 1: Consultation

- 6.1 The Federation and the Board recognize their mutual obligation to meet and confer regarding problems arising out of the employment relationship.
- 6.2 The Federation and the Board, or their designees, agree to meet and discuss policies and procedures related to the terms or conditions of employment in a consultative forum.
- 6.3 Consultation shall be requested by either party in writing, stating the reason for the meeting and the agenda or topic of consultation.
- 6.4 A mutually agreeable meeting date shall be established providing that such date shall be within fifteen (15) working days of receipt of the written notice. The time limit may be extended by mutual agreement.

Section 2: Purpose of the Grievance Procedure

- 6.2.1 It is the intent of the parties that grievances be settled at the lowest step possible. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 6.2.2 Nothing contained in this Article shall diminish the right of any employee covered hereunder to present his/her own grievance to the Board, provided that the adjustment is not inconsistent with the terms and conditions of this Agreement. If an employee declines representation by the Federation, he/she shall do so in writing.
- 6.2.3 A grievance is a complaint by an employee, group of employees, or the Federation that there has been a violation, misrepresentation, or inequitable application of any provision of this Agreement.

Section 3: Statement of Grievance

- 6.3.1 Each formal statement of a grievance must contain the question(s) at issue, a statement of facts, or article(s) of this Agreement which allegedly is (are) being violated, the relief requested, the name of the authorized Federation Representative, and the signature of the aggrieved party(s).
- 6.3.2 All grievances beyond the school level must be transmitted by U.S. postal service, certified mail, return receipt requested or hand delivered also with a receipt signed

by the receiver.

- 6.3.3 Hearings held under this procedure shall be conducted at a time and place which affords reasonable opportunity for all persons (including witnesses) who are required to attend. If an employee is required to participate in any discussion, conference, or hearing related to a grievance during the employee's workday; the employee shall suffer no loss of pay.
- 6.3.4 The parties may upon written mutual agreement extend all deadlines.
- 6.3.5 Upon the failure of the board to meet the time limits as prescribed in the Article, the grievance shall be advanced to the next higher level. Failure at any level of the procedure to appeal the grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- 6.3.6 As used herein, "days" shall mean calendar days. Saturdays, Sundays, and holidays are computed in calculating calendar days.

Section 4: Grievance Procedure

- 6.4.1 Within twenty (20) days of the alleged violation or the grievant's knowledge of said violation, the grievant(s) and his/her representative shall submit in writing a formal statement of the complaint to the grievant's immediate supervisor. The supervisor, upon receipt of the complaint, shall hold a meeting within five (5) days. The Supervisor shall give his/her answer within five (5) days of the meeting.
- 6.4.2 **Step 1**
If the grievant(s) is not satisfied with the decision rendered at the informal step, he/she shall appeal the grievance in writing with the Superintendent within ten (10) days. Upon receipt of the grievance, the Superintendent shall hold a meeting with the grievant(s) within ten (10) days. The Superintendent or his/her designee shall provide the grievant(s) and the Federation a written disposition of the decision within ten (10) days of the Step 1 meeting.
- 6.4.3 **Step 2**
If the grievant(s) is not satisfied with the decision rendered at Step 1, he/she may appeal the grievance to the Board within ten (10) days. Upon receiving the appeal, the Board shall hold a meeting within ten (10) days. The Board shall render a written decision within ten (10) days of the hearing.
- 6.4.4 **Step 3**
If not satisfied with the decision rendered by the Board at Step 2, the matter may be appealed to arbitration by the Federation or the grievant within ten (10) days of the step 2 decision. If the Board and the Federation are unable to mutually agree to an arbitrator, the parties may apply to the American Arbitration Association to name an arbitrator under its rules and procedures. The decision of the arbitrator shall be binding upon the parties. The arbitrator shall not have the power to add to, subtract from, or modify any provisions of this Agreement.

The expense and salary incident to the service of the arbitrator shall be shared equally by the Board and the grievant.

- 6.4.5 The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal in presenting or appealing a grievance.
- 6.4.6 All documents relating to a grievance shall be filed separately from the employee's personal file.

ARTICLE VII

PROBATIONARY PERIOD

- 7.1 The first 184 days of regular employment on an uninterrupted basis shall be the probationary period.
- 7.2 The probationary period shall be considered an integral part of the process of employment for employees and shall provide the administrator with the opportunity to observe the new employee's work, train and assist the new employee in adjustment to the position and for removal if an employee fails to meet the required work standards.
- 7.3 The District may terminate a newly hired person from employment within the probationary period. Terminations under this Article shall not be grievable.
- 7.4 A probationary employee who is transferred or promoted to a different position within the original probationary period, shall not have the time worked in the prior position counted toward the accumulation of the required time of the probationary period.

ARTICLE VIII

SENIORITY

- 8.1 An employee's seniority date shall be the last date the employee entered the district. Entering or re-entering the District shall mean any absence or break in service, with or without pay, not covered by federal law, state law, this contract, or school board policy.
- 8.2 **Layoff:** In the event of layoff of employees within the respective classifications of each group in the bargaining unit, seniority shall be the determining factor in deciding the order of layoff (beginning with the least senior employee), except that the employer may retain an employee who would otherwise be laid off if his/her certification, training, experience, and performance evaluations objectively demonstrate that such employee possesses superior professional value to the school system; and therefore should be retained in preference to the next employee on the seniority list.
Seniority shall be based on length of service as a bargaining unit member in the Hillsboro-Deering School System per Section 8.1 of this agreement.

- 8.3 **Recall:** Recall of employees in the bargaining unit who are laid off shall be made on the basis of greatest seniority within classification. An employee laid off in accordance with section 8.2 above may be offered any vacant position for which he/she is qualified within his/her classification. The right to recall shall terminate 15 months following the last date of work.
- 8.4 Retention of Seniority: An employee who was a member of the bargaining unit as of June 1, 1993, or thereafter, who is laid off and recalled within 15 months of the date of layoff shall regain the seniority he/she had before he/she was laid off.
- 8.5 Employees who successfully complete their probationary period shall have their seniority status retroactive to their first date of work.

ARTICLE IX

VACANCIES, TRANSFERS, AND ASSIGNMENTS

- 9.1 Employees shall be provided with an intent to re-employ form on or before June 1st of the preceding school year. (See Appendix A) It shall be the responsibility of the employee to return said form on or before June 30th. In the event the employee does not return the form, the District shall be under no obligation to retain his/her position and shall cancel benefits effective July 1st.

The Administration shall make a good faith effort to notify employees of their work assignment as early as possible but in no event later than August 1st preceding the school year.

- 9.2 Notice of any bargaining unit vacancies (including newly created positions) shall be posted on the official bulletin board at school for at least five (5) work days prior to the deadline for application. The posting shall state the specific position to be filled, qualifications, starting date, and other relevant terms of employment. Employees who are interested in being assigned to another position may make known their interest by submitting a written statement to the principal.

Said employee(s) shall be contacted in writing should a vacancy arise in the area of indicated interest. Notice of vacancies shall be mailed to the Local Federation President. The Board will fill the vacancy with the most qualified applicant. In instances where bargaining unit members are vying for positions; seniority shall be the determining factor in job assignments where all other qualifications are equal.

In instances where bargaining unit members and non-bargaining unit members are vying for positions and the qualifications of the applicants are substantially equal, preference will be given to the current bargaining unit personnel who have applied for the position.

- 9.3 Involuntary transfers are to be avoided whenever possible. Any involuntary reassignment or transfer shall be made only after a meeting between the employee(s) involved and the Superintendent (and/or his/her designee), at which time the employee(s) shall be notified of the reasons for the reassignment or

transfer. Employees are not to be transferred for disciplinary reasons. Any bargaining unit member involuntarily transferred may resign his/her position to the District without prejudice.

ARTICLE X

WAGES AND HOURS

10.1 Work Day

10.1.1 A full-time work day shall be defined as 6.5 (six and one-half) paid hours for all positions except secretaries. Current employees whose workday exceeds the 6.5 hours shall be grand-fathered and not have their hours reduced.

10.1.2 A full-time work day shall be defined as 8 (eight) paid hours for secretaries.

10.1.3 (A) No library or office paraprofessional will work part-time unless it is a new position to extend library hours or is a position in addition to the 8 (eight) full-time office para positions.

(B) The District shall maintain at least three (3) full-time food service positions in 2017-18, two (2) full-time positions effective in 2018-19 and one (1) full-time position effective in 2019-20. The current employees will have their hours reduced based on seniority. The current Grade D grand-fathered employee shall remain a full-time employee. In the event the grand-fathered Grade D employee should leave the employment of the District, the District will not be required to maintain any full-time positions beyond the expiration of the contract on June 30, 2020 or the retirement of the grand-fathered Grade D employee, whichever shall occur sooner. Positions created beyond the aforementioned numbers may be part-time positions. Notwithstanding the aforementioned, the District agrees that the current Grade D grand-fathered food service employee currently being paid for 7 (seven) hours per day shall suffer no reduction in hours and shall maintain eligibility in the NH Retirement System.

(C) Effective July 1, 2017, the District may create up to seven (7) part-time paraprofessional positions as needed, for instructional purposes, to work during school hours. This number may be increased to nine (9) in 2018-19 and twelve (12) in 2019-20. No cap shall apply on the number of additional part-time instructional paraprofessionals working before or after school hours. No current full-time direct service or instructional paraprofessional positions, excluding office positions, shall be reduced in hours to create any part-time positions unless made available through attrition.

(D) Cafeteria and/or recess monitors shall not be assigned to work performed by para-educators other than lunch and recess supervision. This provision will not preclude para-educators from being assigned to lunch or recess

duty as part of their normal day at their regular compensation as para-educators in the District. The District may in emergency situations utilize the cafeteria and/or recess monitors to perform para-educator duties provided they are on the District substitute list.

10.1.4 Work Year

10.1.5 A work year shall be 184 days for all positions except secretaries and cafeteria/recess monitors. Cafeteria and/or recess monitors shall work the student school year.

10.1.6 A work year shall be year-round for all full-time secretary positions.

10.1.7 Lunch Breaks

10.1.8 All employees working five hours or more shall be provided with a minimum of a thirty-minute non-paid lunch break.

10.1.9 Administrators shall schedule non-paid lunch breaks according to the building's and students needs.

10.1.10 Effective the first work day of contract year 2020-21, all staff shall be paid in accordance with Salary Schedule I. This reflects steps and a 3.0% increase. Employees on the top step shall also receive a one-time payment in the amount of \$500.

10.1.11 Effective the first work day of contract year 2021-22, all staff shall be paid in accordance with Salary Schedule II. This reflects annual steps and a 3.0% increase. Employees on the top step shall also receive a one-time payment in the amount of \$500.

10.1.12 Effective the first work day of contract year 2022-23, all staff shall be paid in accordance with Salary Schedule III. This reflects annual steps and a 3.25% increase. Employees on the top step shall also receive a one-time payment in the amount of \$500.

[Note: It is understood the salary schedules have been modified by renumbering and reducing the number of steps but for each year eligible employees are granted a "step" increase under the new configuration.]

10.1.13 All employees hired on or before January 1st of each year will receive a step on July 1st of the following school year. Employees hired after January 1st of each year will remain on the same step into the next school year.

10.1.14 When a part-time employee converts to full-time employment, the employee will maintain his or her place and progression on the step schedule.

10.1.15 No employee receiving a satisfactory evaluation shall be denied a step increase at the beginning of each school year, if they were hired on or before January 1st of the previous school year.

10.1.16 Bargaining unit employees shall advance a step on the salary schedule annually on July 1st provided they are eligible in accordance with Section 10.1.16 above.

10.1.17 Part-time employees will be given step increases if they were hired on or before January 1st of each year and will receive a step the following school year. Employees hired after January 1st of each year will remain on the same step into the next school year. When converting to full-time or reducing to part-time, employees will maintain their step progression until they reach the top step.

10.1.18 All hours worked beyond forty hours in a work week, shall be compensated at the rate of time and one-half.

10.1.19 During the periods of inclement weather or other circumstances wherein the Superintendent delays or shortens the work day, those employees that would normally have worked on the date of the delay or early release, shall be compensated at the same rate of pay as if the early release or delayed opening had not occurred.

During the periods of inclement weather or other circumstances wherein the Superintendent cancels the work day, those employees that would normally have worked on the date of closure shall be compensated at the same rate of pay as if the closing had not occurred, for the first five (5) days of closure in each school year. After those first five (5) days, those employees that would normally have worked on the date of closure may elect to be compensated at the same rate of pay as if the closing had not occurred by using an available sick/personal day.

10.1.20 No bargaining unit member shall be requested to perform the duties of procuring substitute teachers during non-working hours.

10.1.21 Longevity pay

Effective July 1, 2020, annual longevity pay will be paid to all bargaining unit employees in Grades A, B, C, D and E based on the following table. For purposes of longevity pay, years of service will be calculated based on completed years of service by seniority date as November 1st each year. An employee who has worked at least ninety (90) days in a school year shall be considered to have completed one year of service. The longevity check will be issued in a check separate from regular payroll on or before November 30th each year. Longevity pay shall be pro-rated for part-time employees based off a 6.5 hour full-time day.

Effective July 1, 2020

	Grades A, B, C, D and F	Grade E
After ten (10) years of seniority	\$900	\$1,250
After fifteen (15) years of seniority	\$1,150	\$1,600
After twenty (20) years of seniority	\$1,400	\$2,500

10.1.22 Intensive Needs Pay

Employees who are assigned to the Alternative Room or a similar setting or those who provide intense personal care such as feeding, toileting, etc., and/or ongoing supervision requiring repeated physical interventions shall receive an additional \$3.00 per hour differential. Para-educators being so assigned shall be notified in writing of this provision of the contract. This designation shall be reviewed on an annual basis by the special education team with the para-educator and a representative from the Union. Para-educators shall notify the Special Education Case Manager if they need to perform any of these responsibilities during their normal work day so there can be an immediate review to determine if the paraprofessional should receive this stipend.

In the event a para-educator has been designated to perform such an assignment (s), the Administration shall provide the para-educator with the necessary training to meet the needs of the student. If a para-educator provides coverage for any portion of the work day in excess of sixty (60) minutes for a para-educator performing these responsibilities, he/she shall receive the additional \$3.00 per hour for the period of such coverage.

10.1.23 Stipends

Para-Educator II

Effective July 1, 2011, para-educators and paraprofessionals who have attained Para-educator II certification in accordance with the state guidelines shall receive an additional \$.50 per hour added to their regular hourly rate of pay. The District shall arrange for professional development to assist employees in achieving Para-Educator II certification consistent with the District's other needs for use of professional development during early release or late start days.

School Nutrition Association Certification

Effective July 1, 2011, food service employees who have attained Level 2 certification through the School Nutrition Association (SNA) shall receive an additional \$.25 per hour.

Employees shall receive the additional compensation in the next payroll following submission of documentation demonstrating attainment of the requisites for the respective stipend.

10.1.24 New Hire Placement on the Salary Schedule

The Superintendent may place new hires on the salary schedule based on years of comparable experience.

The Federation President shall continue to receive the *New Hires or Exiting Employee Spreadsheet* to reflect changes in personnel, and the spreadsheet shall be revised to include a column showing the step upon which new hires have been placed.

Section 2: Cleaning of District Property

10.2.1 Except in cases of emergency, Secretaries shall not be required to perform the normal functions assigned to the custodial staff.

- 10.2.2 Food service employees shall not be required to take home and wash school property.

ARTICLE XI **HOLIDAYS**

- 11.1 Grade A, B, C, D and F employees shall be entitled to eight paid holidays: New Year's Day, Memorial Day, Veterans' Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, Martin Luther King Day, and when the employee is required to report to work before Labor Day, Labor Day.
- 11.2 The following shall be observed as paid holidays for Grade E employees: New Year's Day, Veteran's Day, Memorial Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Independence Day, Labor Day, Martin Luther King Day, President' Day and a floating holiday. Employees who are not scheduled to work during the summer are not entitled to Independence Day or a floating holiday. The floating holiday may only be taken when school is not in session and with prior approval of the Building Principal. Effective July 1, 2011, Columbus Day shall be added as a paid holiday. If school is in session or it is a professional development day, the employee shall receive this as an additional floating holiday. Holiday pay shall be the employee's normal daily rate of pay.

Provided that if a holiday falls on a day school is in session, it will be considered a floating holiday to be taken at a time agreeable to the employee and the building principal.

- 11.3 If one of the aforesaid holidays falls on a Saturday and is observed on a Friday, said Friday shall be a paid holiday. If one of the aforesaid Holidays falls on a Sunday and is observed on a Monday, said Monday shall be a paid holiday.
- 11.4 In order to qualify for pay on an un-worked holiday under section 11 above, an employee must work or be on paid leave on the last scheduled work day prior to the day the holiday is observed and the first scheduled work day subsequent to the day on which the holiday is observed. There are no exceptions to this requirement.

ARTICLE XII **VACATIONS**

- 12.1 Full time secretaries shall be entitled to accrue vacation time from their date of hire based upon the following formula:

Effective 7/1/ 20

From date of hire up to 5 years of full-time service	1 day per month
After 5 years and up to 10 years of full-time service	1 ¼ days per month
After 10 years and up to 20 years of full-time service	1 ½ days per month
After 20 years of full-time service	2 days per month

- 12.2 Requests for time off shall be made in advance and granted when such time off least interferes with the efficient operation of the school, however, in no instance shall time off be granted during the first two weeks of any school year.
- 12.3 All leave shall lapse on June 30th of each year, which is in excess of 20 days.
- 12.4 Upon separation of employment for any reason, any unused vacation time shall be paid to the employee or his/her estate.
- 12.5.1 In the event there is a conflict for the scheduling of vacation time between employees, bargaining unit seniority shall prevail. However, in the case when a holiday falls within the vacation period requested, said vacation time shall be offered to employees on a rotating basis from year to year.

ARTICLE XIII **SICK/PERSONAL LEAVES**

Section 1: Sick leave

13.1.1 Sick leave shall accrue as follows:

(a) Grade E employees covered by this agreement shall accrue at the rate of thirteen (13) days per contract year with all days to be awarded up front on July 1st, cumulative to a maximum of 90 days commencing with date of hire. A sick day is equal to a normal workday. In the event an employee leaves mid-year after having used more sick days than he/she actually had earned/accrued by that point a pro-ration/deduction of pay will be done in the final paycheck.

(b) Grade A, B, C and D employees shall accrue at the rate of ten (10) days per contract year with all days to be awarded up front on July 1st, cumulative to a maximum of 90 days commencing with date of hire. A sick day is equal to a normal workday. In the event an employee leaves mid-year after having used more sick days than he/she actually had earned/accrued by that point a pro-ration/deduction of pay will be done in the final paycheck.

(c) Grade F employees shall accrue at the rate of five (5) days per contract year with all days to be awarded up front on July 1st, cumulative to a maximum of 90 days commencing with date of hire. A sick day is equal to a normal workday. In the event an employee leaves mid-year after having used more sick days than he/she actually had earned/accrued by that point a pro-ration/deduction of pay will be done in the final paycheck.

- 13.1.2 A sick day is equal to a normal work day hours dependent upon the employee's classification and regular rate of pay. The purpose of sick leave shall be to afford employees protection against lost income from absences due to illness or injury and, in particular, long-term disability due to catastrophic illness or injury, and shall not be used to supplement other time off. Sick leave shall not be considered a privilege which an employee may use at his/her discretion. Instead such leave

shall be allowed only in cases of medical necessity, actual sickness or disability of the employee, used to care for a family member that resides with the bargaining unit member in their home or for whom they have legal responsibility or to take physical and dental examinations or other sickness prevention measures. The District reserves the right to verify all claims for paid sick leave.

- 13.2 Employees shall be required to contact his/her designated superior as soon as possible when the employee is unable to report to work due to illness or injury. Upon return to work, the employee shall complete the necessary paper work for the absence.
- 13.3 The administrator shall have the option to require the employee to furnish a certificate from an attending physician for reasonable cause when the employee's use of sick leave does not appear to conform to the purpose of sick leave.
- 13.4 Upon termination for cause, all sick leave shall lapse. Upon resignation having completed at least ten (10) years of service with the District, an employee shall receive \$20 per day for his/her unused sick leave. An employee having completed twenty (20) years of service with the District shall receive \$30 per day for his/her unused sick leave.
- 13.5 The District will award an extra sick day in a given contract year to any employee who used 4 or fewer sick or personal days during the prior school year. Use of sick/personal days in order to be compensated on school closings shall not count as part of the four (4) days.
- 13.6 All occupationally exposed employees shall be required to be vaccinated with Hepatitis B shots; with all costs being paid by the District.

Section 2: Medical Exams

- 13.2.1 The reasonable and customary cost of any medical examination required by the Board as a condition of continued employment, or return to employment from leave shall be paid for by the Board. The Board shall reimburse employees for any medical tests required by the Board because of exposure to any contagious disease or infestation at school.

Section 3: Personal leave

- 13.3.1 All employees except secretaries may utilize up to two days of sick leave per school year for personal business which can not be accomplished on off-duty hours. Requests to utilize a personal day must be made in writing to the employee's administrator at least two work days prior to the requested time off. Secretaries may utilize up to three (3) days per contract year of sick leave for these purposes.

Section 4: Family Medical Leave Act

- 13.4.1 All eligible employees as defined by the Family and Medical Leave Act of 1993

shall be entitled to the benefits set forth therein or the benefits of this contract whichever greater. The School Board shall retain all its power, and discretion as

mandated in said Act. The District agrees to adopt a fiscal year of July1 through June 30 for the purpose of this Act.

ARTICLE XIV **LEAVES OF ABSENCE**

Section 1: Bereavement

- 14.1 Employees shall be granted bereavement leave up to five (5) days to attend funeral services and related affairs upon the death of a member of the staff's immediate family. Immediate family shall include: spouse, domestic partner, child(ren), mother, father, siblings, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, grand children or other family member who is a resident of the employee's household.

Section 2: Jury/Witness Duty Pay

- 14.2 An employee called as a juror/witness shall be paid the difference between the fee received for such service and the amount of straight time earnings lost by reason of such service. Satisfactory evidence must be submitted to the employee's immediate supervisor. Payment of meals and/or mileage shall not be considered as part of the fee for purpose of this Agreement.

Section 3: Military Service

- 14.3 The District shall be governed by existing law relative to military service.

Section 4: Child Rearing Leave

- 14.4 In addition to the period allotted for disability, employees shall be eligible for Child Rearing Leave of absence without pay subject to the following:
- a. The employee shall request in writing, the administration at least 45 days prior to the anticipated birth/arrival date.
 - b. When requesting child-rearing leave, the employee shall give the Board notice of intended return date, provided that total leave does not exceed 16 months. The consideration for grant of extended leave is the agreement of the staff person to give notices. During the time period between twelve (12) weeks and sixteen (16) months that a unit person is on unpaid child rearing leave, the staff unit person shall be entitled to remain eligible for participation in all district fringe benefit programs, provided such is at the sole expense of the unit employee.
 - c. A male employee who has completed one year of continuous service shall be entitled to child rearing leave without pay. Such leave shall be subject to all requirements set forth in this Article. Eligibility for such leave shall arise upon

the anticipated birth of his child, or upon the planned adoption of child, or acceptance of foster child.

Section 5: Extension of Leave of Absence

14.5.1 The Board may grant an extended leave of absence without pay not to exceed one (1) year for professional improvement or personal reasons for employees who have been in the school district for more than three (3) years. Application for such leave of absence must be made to the Board by January 1 except in case of emergency. The Board shall respond by March 15. The employee on leave must notify the Superintendent of his/her desire to return to work no later than March 15 of the year preceding his/her return. If possible, when an employee returns, he/she shall be placed in the school, grade and subject from which he/she left.

14.5.2 **Professional Development Leave:** Upon recommendation and approval of the employee's administrator, employees may be granted time off with pay to attend professional meetings, conferences and other work-related educational programs in order to improve or enhance the employee's performance in his/her current position.

ARTICLE XV **INSURANCE**

Section 1: Medical Insurance

15.1.1 Effective July 1, 2017, all bargaining unit employees working full-time schedules as defined herein shall be provided with medical insurance through the New Hampshire Health Trust (single, two-person or family coverage) on the first day of the month following their sixtieth (60th) day of employment with the following plan being offered effective July 1, 2017 with the following or equivalent plans:

15.1.2

Access Blue **AB20-RX 10/20/45**

Access Blue 20

Effective July 1, 2017 the District will contribute 90.5% of the cost of premium for eligible employees hired before July 1, 2006, and 88% for those eligible employees hired on or after July 1, 2006.

Effective July 1, 2018 the District will contribute 88.5% of the cost of premium for eligible employees hired before July 1, 2006, and 86.5% for those eligible employees hired on or after July 1, 2006.

Effective July 1, 2019 the District will contribute 86% of the cost of premium for all eligible employees.

Effective June 30, 2020, the District will contribute 85% of the cost of premium for all eligible employees.

15.1.3 If either the District or the Federation elects to consider the pursuit of potentially equivalent health insurance services or providers as an alternative to the plans identified in this agreement, then there shall be formed a joint six-member labor-management advisory committee, consisting of three (3) members chosen by District administration and three (3) members chosen by the Federation. The purpose of the committee shall be to monitor the process of investigating, identifying and soliciting information and proposals from potentially equivalent alternate plan(s).

If the District then elects to pursue alternate equivalent health insurance services or providers, the alternate plan(s) will first be presented in writing to the Federation for its determination as to the equivalence of such plan(s). Within 30 days of having received the alternate plan(s), the Federation shall respond in writing, as to each such plan, with (a) a statement that the plan is considered equivalent; (b) a statement that the plan is not considered equivalent, with an identification of the specific respects in which the plan is not considered equivalent; or (c) specific questions whose answers are reasonably necessary to a determination of equivalence. If the Federation has not so responded as to any particular plan within 45 days, such plan shall be deemed equivalent. If the Federation has so responded by providing the District with a statement of non-equivalence or by raising specific questions bearing on equivalence, the District shall then have 30 days to provide the Federation, in writing, with changes to the alternate plan(s) so as to address the Federation's issues of non-equivalence or (as the case may be) with specific answers to the Federation's questions. The Federation shall then have 10 days to provide the District, in writing, with the Federation's final decision on equivalence; provided, however, that the Federation may not unreasonably decide against equivalence if the District has addressed the Federation's specific concerns or questions and has thereby demonstrated equivalence. If at the conclusion of this process there is no agreement on equivalence, the District shall not implement a plan claimed by it to be equivalent unless and until the District has received a favorable decision in final and binding arbitration on the issue of equivalence.

15.1.4 Any employee who is not eligible for paid health insurance as outlined in Article 15.1.1, shall be permitted to purchase health insurance on a pro-rata basis.

15.1.5 Full-time employees who are eligible for District paid health insurance who elect to not receive coverage may receive a buyout in the amount in an amount equal to \$3,000, so long as such employees present proof they are insured through other employer sponsored group coverage. The employee shall receive the buyout in a separate lump sum payment on or before June 15th each year. Employees who voluntarily terminate prior to the end of the school year, shall receive a pro-rated payment based upon the percentage of the school year worked along with his/her final paycheck.

15.2 Dental Insurance

The District shall provide all bargaining unit employees working a full-time schedule as defined herein, at no cost to the employee, single, two-person or family dental insurance on the first day of the month following their sixtieth (60th)

day of employment. The plan to be made available shall be the Northeast Delta Dental Plan 1 "0") which provides the following: Coverage A (100% diagnostic and preventive care); Coverage B (80% for restorative care for fillings, extractions, root canal therapy, periodontal treatment, repair of a removable denture, emergency treatment etc.); Coverage C (50% coverage for prosthodontics) for a total benefit not to exceed \$1500 per person year with a \$25/\$75 deductible per year. Coverage D (Orthodontics) will also be provided with payment up to a lifetime maximum of \$1500 for each eligible employee and dependent.

- 15.3 All bargaining unit employees working a full-time schedule as defined herein and having worked for the School District for one year prior, shall be provided with \$30,000 worth of term life insurance. New employees will be eligible for the insurance on the first day of the month following their sixtieth (60th) day of employment.
- 15.4 All employees working at least thirty-five (35) hours a week shall participate in the New Hampshire Retirement System in accordance with State law.
- 15.5 Worker's compensation shall be administered by the District according to the appropriate New Hampshire laws.
- 15.6 The District shall establish an IRC & 125 plan for persons having to pay towards the cost of insurance.
- 15.7 **Long Term Disability Insurance**

The District shall, for members of the bargaining unit, on the first day of the month following their sixtieth (60th) day of employment, pay one hundred percent (100%) of the premium to provide long-term disability coverage in the amount of sixty percent (60%) of monthly earnings after (ninety) consecutive calendar days. In no event shall sick leave benefits earned by the individual be paid while disability benefits are received.

15.8 **ACA REOPENING LANGUAGE**

The parties agree that under no circumstances shall the District be compelled to maintain any insurance plan that subjects it to liability under any so-called "Cadillac tax." Upon any material change to the Affordable Care Act (ACA), or to any rules or regulations promulgated pursuant to it, as they may be amended, or upon a reasonable concern that the application of the ACA or its rules and regulations will result in the imposition of a penalty, fine, tax or material adverse financial impact to the District or the employees, either party may reopen bargaining, limited to identifying and adopting a health insurance plan that avoids such adverse financial consequences, and review the cost and impact of such change or adverse impact by providing a ninety (90) day written notice to the other party.

Specifically, the parties agree to exchange proposals limited to identifying and implementing a health insurance plan that complies with the Affordable Care Act and that shall avoid the imposition of any so-called “Cadillac tax” or insurance excise tax, no later than sixty (60) days before such ACA provision goes into effect. If the parties are not able to agree on one of the two proposed plans, the plans will be submitted to binding arbitration with a mutually acceptable arbitrator at least thirty (30) days before the implementation of any “Cadillac tax” or excise tax under the ACA. In the event the parties cannot agree on an arbitrator, one will be selected in accordance with American Arbitration Association (AAA) provisions, by the AAA and from the AAA list of qualified arbitrators. After hearing from both parties and reviewing both plans, the arbitrator will choose one of the two proposed plans that shall avoid any so-called “Cadillac tax” or insurance excise tax. If the Union fails or refuses to participate in this process, the District will be permitted to unilaterally implement its proposed plan to avoid imposition of the so-called “Cadillac tax.”

ARTICLE XVI

GENERAL AGREEMENT

16.1 Meetings may be scheduled during non-working hours.

16.2 Negotiations shall be conducted in accordance with New Hampshire RSA 273-A.

Section 2: Printing of the Agreement

16.2.1 For the first year of the Agreement, the Board agrees to pay the cost of printing copies of the Agreement in booklet form and to distribute copies of the Agreement to each member of the bargaining unit presently employed by the Board. The format is to be mutually agreed upon between the parties. For each year thereafter, the cost of printing copies shall be split 50-50 between the Board and the Federation.

Section 3: Available Information

16.3.1 The Board shall make available to the Federation, upon its request, any and all non-confidential information, statistics, and records relevant to negotiations or necessary for the proper enforcement of the terms of this contract.

16.3.2 Names and addresses of newly employed employees shall be provided to the Federation following their hiring.

ARTICLE XVII

MANAGEMENT RIGHTS

17.1 Except as otherwise expressly and specifically provided for in this Agreement, the Federation recognizes that the direction of the District operations; the determination of the methods and means by which such operations are to be conducted; the supervision, management, and control of the District work force;

the right to hire, promote, transfer, and layoff employees ; the right lawfully and for just cause to demote, discipline, suspend, or discharge employees; the right to determine hours and schedules of work and the work tasks and standards of performance for employees and all other rights and responsibilities not specifically provided in this Agreement, shall remain the function of management, all in accordance with RSA 273-A.

ARTICLE XVIII

MISCELLANEOUS

Section 1:

- 18.1.1 Whenever written notice to Board is provided for in this Agreement, such notice shall be addressed to the Hillsboro-Deering School Board Chairman, c/o SAU #34, Hillsboro, New Hampshire 03244.
- 18.1.2 Whenever written notice to the Hillsboro-Deering Support Staff Federation is provided for in this Agreement, such notice shall be addressed to the President of the Hillsboro-Deering Support Staff Federation at his/her current address.
- 18.1.3 Either party, by written notice may change the address at which future written notices to it shall be given.
- 18.1.4 Should any provision of the Agreement, or any application thereof be unlawful by virtue of any federal or state law, such provision of the agreement shall be null and void, but in all other respects the provisions of the Agreement shall continue in full force and effect for the life thereof.

Section 2: Mutual Agreement to Reopen

- 18.2 The Board and the Federation agree that negotiations will be reopened in April, 2022 in order to give both parties an opportunity to negotiate a new agreement for contract year 2023-24.

ARTICLE XIX

PROFESSIONAL DEVELOPMENT FUNDS

- 19.1 Employees who have completed their probationary period will be eligible to apply for payment of courses, workshops or seminars that will enhance their knowledge and skills for their current positions. Requests for payment shall be made in advance of the commencement of a class, workshop or seminar to the appropriate administrator. Approval may not be unreasonably denied. Requests that have been approved by the appropriate administrator will be forwarded to the HDSS President on or before the deadlines contained in the application periods for placement in the lottery.

There is hereby established an account in the amount of \$8,000 per contract year to finance this reimbursement program.

- 19.2 Employees shall be required to obtain a grade of C and above or pass for pass/fail courses in an undergraduate college program. Employees shall be required to attain a grade of B or higher for graduate courses. A certificate of successful

completion or attendance shall be required for any course, workshop or seminar where a grade is not given. Employees will be required to reimburse the District for any tuition or fees if the above conditions are not met.

- 19.3 Payment for course, workshops or seminars shall be made by the District directly to the provider of the program upon a request by the HDSS President or his/her designee following the Union's award process as set forth in Section 19.5; provided that he/she shall not request payments in excess of the agreed amounts in Section 19.1.
- 19.4 Employees shall be reimbursed for not more than two (2) courses per contract year and not more than one (1) per semester.
- 19.5 Employee requests that have been approved by the appropriate administrator will then be subject to a lottery process which will occur under the supervision of the HDSS President or his/her designee, on the next workday following the final deadline date as outlined below. The lottery system will award one (1) course or workshop per applicant until all applicants are granted funds or until funds are exhausted for that time period. In the event that there are funds still available, additional course /workshop approvals will occur using the lottery placement of

applicants. In the event that monies for the time period are not exhausted, the excess monies will be added to the next time period.

In the event that there is money remaining at the end of the fiscal year, applicants who were previously denied approval shall be able to receive monies according to a waiting list that is in keeping with the applicant's initial placement in the lottery process starting with applicants in the order of the three (3) time periods.

In the event the Union determines an alternative way to distribute these funds during the course of the contract, it shall notify the District in writing of the alternative process. The District is not responsible for the lottery process or for any alternative process developed by the Union.

<u>Contract Year</u>	<u>Annual Amount</u>	<u>Application Dates</u>
Effective 2017-18	\$8,000	1/2 of funds (August 1st through September 15 th) 1/2 of funds (January 1 st through January 30 th) Remaining funds, if any, can be made available between April 1st and May 1 st

ARTICLE XX

RESERVATIONS TO VOTERS

The Board and the Federation agree to support mutually agreed to settlements before the voters of the District. Any agreement reached herein which requires the expenditures of public funds for its implementation shall not be binding upon the Board, unless, and until, the necessary appropriations have been made by the voters. The Board

shall make every attempt to prevail upon the voters the Agreement. In the event the voters shall not approve the District budget as proposed by the Board, the agreements of the parties shall be void and the Board and the Federation shall resume negotiations. If the bargaining unit does not ratify the Agreement the agreements of the parties shall be void and the Board and the Federation shall resume negotiations.

ARTICLE XXI
DURATION OF AGREEMENT

This Agreement shall continue in full force and effect from July 1, 2020 through June 30, 2023.

AGREED to by and between the parties at Hillsborough, New Hampshire as evidenced by the signatures of their duly authorized representatives set forth below this 7th day of May, 2020.

**FOR THE HILLSBORO-DEERING SUPPORT STAFF,
AFT LOCAL #6219, AFT-NH, AFL-CIO**

Signed:

Kelly D'Errico
Kelly D'Errico, President

5/7/20
Dated

FOR THE HILLSBORO-DEERING COOPERATIVE SCHOOL BOARD

Signed:

Kathryn McGinn
Kathryn McGinn, Chairperson

5/7/20
Dated

Appendix A

NOTICE OF INTENT TO RE-EMPLOY

DATE: (on or before June 1st)

Dear _____,

This letter is to be considered as the District's intent to re-employ you and your intent to return to your position as (XXXXX) at (XXXX school) for the 20____-20____ school year.

Please note that failure to return this signed notice to the Office of the Superintendent on or before June 30th will place your position as vacant. Your position will not be held open for you and your insurance benefits will terminate effective July 1st.

The district pays insurance premiums for July and August in June, therefore if you are signing that you will be returning to work and decide to resign prior to the beginning of the 200____-200____ school year, you will be held responsible to reimburse the School District for all insurance benefits paid. This requirement can be waived at the sole discretion of the Superintendent of Schools and the School Board.

Sincerely,

Superintendent of Schools

Select One:

_____ I will be returning to my position as (XXXXX) at the (XXXXX) school for the 20____ - 20____ school year.

Signature of Employee

Dated

_____ I have decided not to return to my position as (XXXX) at the (XXXX) school for the 20____-200____ school year, I have attached my letter of resignation.

Signature of Employee

Dated

Please contact me during the summer at the following address:

Name (please print clearly)

Signature

Address

Date

City, State, Zip

Telephone

APPENDIX B

Support Staff Performance Evaluation Plan



Performance Evaluation Plan

POSITION STATEMENT

The primary function of an evaluation is employee development. When used effectively, the performance evaluation can provide accurate and timely feedback on past performance, significantly enhance employee performance and satisfaction, and offer feedback to employees on how to improve. These evaluations support and provide documentation for personnel actions.

The purpose of the performance evaluation is to achieve the following objectives:

- To encourage open and on-going communication between supervisors and employees.
- To identify employees' strengths and developmental needs for their current (and future) positions and assignments.
- To provide timely and accurate feedback to employees concerning job performance in relation to the established job descriptions.
- To provide a fair and consistent method for evaluating performance.

Job descriptions are approved and revised as necessary by the Hillsboro-Deering School Board after consultation with the Union.

The evaluation plan is comprised of three (3) tracks that differentiate among newly hired employees, continuing contract employees and those support staff in need of assistance and/or improvement.

The basis of the system is as follows:

Track 1: First year employees who will receive more frequent observation and evaluation as determined by the administration;

Track 2: Continuing contract employees who have received a satisfactory evaluation in the preceding year and will receive annual evaluations;

Track 3: Employees who have been identified as in need of improvement and assistance and have experienced difficulty in meeting the requirements of their job and who will receive more frequent evaluation based on their improvement plan.

EVALUATION PROCESS

1. Dissemination of the Plan

- All employees will be provided with a copy of the evaluation plan and their job description.
- New employees will receive a copy of the Performance Evaluation Plan and job description upon hiring.
- Employees will receive a written identification of their immediate supervisor and evaluator upon hire or with their intent to re-employ.

Note: Immediate supervisors and/or evaluators may be subject to change during the contracted year; employees will be notified in writing regarding the change of supervisor.

2. Process for Completing the Evaluation

- Formal evaluations shall be completed on or before May 1st of each year. The evaluator shall schedule a meeting with the employee to discuss the evaluation, the employee's professional development and the employee's current assignment as well as possible assignment for the upcoming year. Track 3 employees shall have an additional meeting scheduled on or before September 30th in order to review the employee's improvement plan and performance issues.
- Formal evaluations for para-educators shall be based on at least one (1) classroom observation per year by the evaluator.
- Track 1 employees shall be evaluated at least once within the first sixty (60) days of employment. During the first year of employment, Track 1 para-educators may receive more frequent classroom observations and evaluations, as determined by the evaluator, prior to a formal evaluation. Other Track 1 employees may also receive more frequent evaluations as determined by the evaluator.
- Track 2 employees shall be observed at least once annually. If the administrator determines there are concerns with an employee during the school year, the employee shall be notified in writing of the concerns and the recommendations to improve. Notification of such concerns may trigger additional evaluations or observations.
- Track 3 para-educators shall be observed in the classroom at least once during the school year, or on such frequency as may be determined in the employee's improvement plan. A mid-year evaluation shall be completed on or before February 1st for all Track 3 employees which shall include an assessment of an employee's progress on the improvement plan.

- A post-observation meeting will be held between the evaluator and the employee within a reasonable time period after an observation. If any concerns are cited in the observation, another observation will be conducted by the evaluator prior to the next formal evaluation.
- The evaluator may gather input from personnel in daily contact with the employee. Feedback which addresses an area of concern shall be addressed with the employee by the evaluator in a reasonable time after learning of such concerns. All feedback utilized as the basis for an evaluation shall be attributable to the person providing the input. Anonymous reports shall not be used in an evaluation.

3. Evaluation Form

Evaluations shall be completed on forms mutually agreed upon between the parties. Forms shall be distributed to the employees at the beginning of the contract year.

A. Identifying Information

The top of the form shall include information required for identification: name of employee, position, current assignment, track number and school year covered by the evaluation. The employee's job description shall be attached to the evaluation form.

B. Evaluation Standards

Three levels of performance are defined:

E – Exceeds Expectations (Performs at a level above expectations)

M – Meets Expectations (Performs at a level that meets expectations)

NI– Needs Improvement (Performs at a level below expectations)

C. Performance Indicators

Every job category contains essential performance responsibilities listed as key indicators. Employees shall be evaluated based on their essential responsibilities as contained in the job descriptions and specific assignment. Specific comments will be provided on the forms if an employee (E) Exceeds Expectations or (NI) Needs Improvement.

D. Evaluator's Summative Comments

The supervisor performing the evaluation completes this section. Its purpose is to explain and clarify the employee's overall performance. The summary is an opportunity to note the employee's awards and accomplishments and to note any concerns.

E. Plan for Growth

In this section, the supervisor evaluates potential for professional growth and other plans and actions as suggested by the evaluation. If an **NI** is indicated, this section

must address a plan to improve the employee's performance. The employee's input for an improvement plan shall be solicited. An improvement plan shall provide specific timeframes for expectations regarding improvement in designated areas.

F. Employee's Response

The employee can write his/her comments on the evaluation or attach a separate sheet. If an employee believes they have been unfairly evaluated, the employee may request a meeting with the principal and/or superintendent to discuss the evaluation.

SALARY SCHEDULE I**2020-2021**

20-21	3.00%	A	B	C	D	E	F
	Step 1	\$11.42	\$12.11	\$12.84	\$14.45	\$14.75	\$10.82
Step 1	Step 2	\$11.77	\$12.48	\$13.23	\$14.86	\$15.17	\$11.13
Step 2	Step 3	\$12.11	\$12.85	\$13.63	\$15.33	\$15.64	\$11.47
Step 3	Step 4	\$12.48	\$13.25	\$14.04	\$15.79	\$16.11	\$11.81
Step 4	Step 5	\$12.85	\$13.71	\$14.45	\$16.26	\$16.58	\$12.17
Step 5	Step 6	\$13.24	\$14.05	\$14.88	\$16.75	\$17.09	\$12.54
Step 6	Step 7	\$13.64	\$14.46	\$15.34	\$17.25	\$17.59	\$12.91
Step 7	Step 8	\$14.05	\$14.91	\$15.80	\$17.78	\$18.13	\$13.30
Step 8	Step 9	\$14.46	\$15.35	\$16.27	\$18.30	\$18.67	\$13.70
Step 9	Step 10	\$14.91	\$15.81	\$16.76	\$18.85	\$19.23	\$14.11
Step 10	Step 11	\$15.36	\$16.28	\$17.26	\$19.42	\$19.81	\$14.53
Step 11	Step 12	\$15.82	\$16.78	\$17.78	\$19.99	\$20.39	\$14.97

Grades

- A: Food Service Workers
 B: Cashiers
 C: Para-educators, Office Paraprofessionals and Cooks.
 D: Assistant Food Service Director (grand-fathered)
 E: Secretaries
 F: Cafeteria and/or Recess Monitors

SALARY SCHEDULE II**2021-2022**

21-22	3.00%	A	B	C	D	E	F
	Step 1	\$12.13	\$12.86	\$13.62	\$15.31	\$15.63	\$11.47
Step 1	Step 2	\$12.48	\$13.24	\$14.04	\$15.79	\$16.10	\$11.82
Step 2	Step 3	\$12.86	\$13.64	\$14.46	\$16.26	\$16.59	\$12.17
Step 3	Step 4	\$13.24	\$14.12	\$14.88	\$16.75	\$17.08	\$12.54
Step 4	Step 5	\$13.63	\$14.47	\$15.33	\$17.25	\$17.60	\$12.91
Step 5	Step 6	\$14.05	\$14.90	\$15.80	\$17.77	\$18.12	\$13.29
Step 6	Step 7	\$14.47	\$15.36	\$16.27	\$18.31	\$18.67	\$13.70
Step 7	Step 8	\$14.90	\$15.81	\$16.76	\$18.85	\$19.23	\$14.11
Step 8	Step 9	\$15.36	\$16.28	\$17.26	\$19.41	\$19.81	\$14.53
Step 9	Step 10	\$15.82	\$16.77	\$17.78	\$20.00	\$20.40	\$14.97
Step 10	Step 11	\$16.30	\$17.29	\$18.31	\$20.59	\$21.01	\$15.41

Grades

- A: Food Service Workers
 B: Cashiers
 C: Para-educators, Office Paraprofessionals and Cooks.
 D: Assistant Food Service Director (grand-fathered)
 E: Secretaries
 F: Cafeteria and/or Recess Monitors

SALARY SCHEDULE III
2022-2023

22-23	3.25%	A	B	C	D	E	F
	Step 1	\$12.88	\$13.67	\$14.49	\$16.30	\$16.63	\$12.20
Step 1	Step 2	\$13.28	\$14.09	\$14.93	\$16.79	\$17.13	\$12.56
Step 2	Step 3	\$13.67	\$14.58	\$15.37	\$17.30	\$17.64	\$12.95
Step 3	Step 4	\$14.08	\$14.94	\$15.83	\$17.81	\$18.17	\$13.33
Step 4	Step 5	\$14.50	\$15.38	\$16.31	\$18.35	\$18.71	\$13.73
Step 5	Step 6	\$14.94	\$15.86	\$16.80	\$18.91	\$19.28	\$14.14
Step 6	Step 7	\$15.38	\$16.32	\$17.31	\$19.46	\$19.86	\$14.57
Step 7	Step 8	\$15.86	\$16.81	\$17.82	\$20.05	\$20.45	\$15.01
Step 8	Step 9	\$16.33	\$17.32	\$18.36	\$20.65	\$21.06	\$15.46
Step 9	Step 10	\$16.83	\$17.85	\$18.91	\$21.26	\$21.69	\$15.91

Grades

- A: Food Service Workers
- B: Cashiers
- C: Para-educators, Office Paraprofessionals and Cooks.
- D: Assistant Food Service Director (grand-fathered)
- E: Secretaries
- F: Cafeteria and/or Recess Monitors