

**Hillsboro-Deering Federation of Teachers, AFT Local #2348,
AFT-NH, AFL-CIO
And
Hillsboro-Deering Cooperative School Board**

TENTATIVE AGREEMENT

4/21/22

The Hillsboro-Deering Federation of Teachers, AFT Local #2348, AFT-NH, AFL-CIO and Hillsboro-Deering Cooperative School Board agree to the following changes to the current contract to be incorporated into a successor agreement effective July 1, 2022.

**ARTICLE SIX
WORKING CONDITIONS**

6.2 WORK YEAR

- 6.2.1 The work year shall consist of 190 days of which 180 days will be instructional days with students, **seven (7) days** may be days assigned by the Administration, and **four (4) three (3)** will be unassigned days **to be used for classroom setup, organization and breakdown**. School counselors may be scheduled up to an additional ten (10) days per year, the scheduling for which shall be completed by June and shall be compensated in accordance with Section 7.7.6.

6.3.3 SUBSTITUTION

The Administration will make every effort possible to find substitute coverage when a teacher is absent. Only in an emergency shall a teacher be asked to substitute for a colleague. No teacher shall be compelled to substitute for an absent colleague. Only in the event of an unforeseen medical emergency that necessitates a colleague to leave the school unexpectedly shall a teacher be required to substitute or to accept students unassigned to him or her. A substituting staff person shall be paid **\$40.00 fifty-five dollars (\$55.00)** for each such period substituted. Nothing in this article is intended to prevent teachers from voluntarily covering for each other. School counselors will not be requested to substitute teach. No teacher shall be eligible to be paid for subbing more than one block or period per day except under extenuating circumstances. Elementary teachers who absorb students from other teachers shall be compensated at the rate of **forty fifty-five dollars (\$40.00) (\$55.00)** per day for providing the coverage.

6.3.9 REMOTE INSTRUCTIONAL MODEL

All reasonable efforts will be made to avoid the hybrid instructional model. In the event of the need to implement the model, any changes will be subject to a Memorandum of Understanding between the parties.

6.3.9.1 REMOTE LEARNING DAYS

To promote the safety and wellness of students and staff, the Superintendent shall have the discretion to designate "remote learning days" in lieu of in-person learning days, as deemed appropriate.

6.4.2 TERMINATION OF CONTRACT

Any bargaining unit member who wishes to terminate his/her employment contract for the upcoming school year shall give written notice to the Superintendent of Schools of his/her termination prior to May 15th. Failure to comply with this notice requirement shall constitute a breach of this agreement and shall obligate the said teacher to a ~~penalty pay~~ **liquidated damages** of Five Hundred Dollars (\$500.00) if provided after May 15th but before June 1st; \$1,000 if notice is provided in June; \$1,500 if notice is provided in July; and \$2,000 if notice is provided in August or later. The Board agrees that upon payment of the applicable ~~penalty liquidated damages~~ and required reimbursement for District paid specialized training as defined in 7.3.3.1 and/or tuition the teacher will be released from further obligation. The termination notice requirement may be waived upon the mutual consent of both Parties in the event of an urgent personal need or other emergency.

Any bargaining unit member who gives notice of the termination of his/her employment contract shall reimburse the District all insurance premiums advanced for the bargaining unit member's selected insurance.

6.8.4 COMMITTEE PARTICIPATION

As a part of their professional responsibilities, each teacher shall participate in a District level or Building level committee or team once every three (3) years. The Evaluation Committee will work out the logistics to implement this provision of the contract.

ARTICLE SEVEN
COMPENSATION

7.1 SALARY/STEP INCREASE (2022-2023)

Effective the first scheduled workday of school year 2022-23, the salary scale shall be adjusted upwards by 2.0% and eligible staff shall be granted a one step increase on the 2022-23 salary schedule (Exhibit A).

7.1.1 SALARY/STEP INCREASE (2023-2024)

Effective the first scheduled workday of school year 2023-24, the salary scale shall be adjusted upwards by 2.0 % and eligible staff shall be granted a one step increase on the 2023-24 salary schedule (Exhibit B).

7.1.2 **SALARY/STEP INCREASE (2024-2025)**

Effective the first scheduled workday of school year 2024-2025, the salary scale shall be adjusted upwards by 2.0 % and eligible staff shall be granted a one step increase on the 2024-25 salary schedule (**Exhibit C**).

Employees on the top step shall also receive an annual payment in each contract year in the amount of \$1,000 which shall be broken down and paid in equal installments per pay period as specified by Article 7.7.1 or 7.7.2. This payment, when added to employee wages, shall be part of status quo wages should the parties be unable to reach a settlement on a successor agreement.

7.1.3 ~~This amount shall be paid to eligible employees hired before July 1, 2022, year to year regardless of whether or not there is a new collective bargaining agreement in place.~~

7.2.3 **STEP ADVANCEMENT/LONGEVITY PAYMENTS**

Eligible staff ~~hired before July 1, 2022~~ shall advance a step on the salary schedule at the beginning of each school year provided they have in excess of 120 days service in the prior school year. ~~or until such time as a new collective bargaining agreement has been agreed to. Employees hired on or after July 1, 2022 shall not receive a step at the beginning of the school year unless a new collective bargaining is in effect. Eligible employees hired before July 1, 2022 shall continue to receive credit for a year of service for longevity regardless of whether or not there is a new collective bargaining agreement in effect. Those employees hired after on or after July 1, 2022 will not be eligible to receive such credit for longevity until a new contract is in place.~~

7.4 **OTHER POSITIONS**

The stipends, schedule or any other terms and conditions of employment relating to department coordinator, facilitator, team leaders, mentors or such similar positions including but not limited to winter and spring academy, Saturday school, tutoring and summer school shall be mutually agreed upon between the Federation and Board. All positions shall be posted for a period of not less than ten (10) school days. Filling of said positions shall be in accordance with the provisions contained in 7.5.5. All current positions and stipends shall be incorporated as **Exhibit J**. See revised stipends.

7.5 **EXTRACURRICULAR ACTIVITY**

7.5.1 **PAYMENT SCHEDULE**

The schedule for the payment of extracurricular duties for teachers shall be **Exhibit D**.

7.5.6 The Principal and Union Representative of each building may mutually agree on how to reallocate unused or available funds for extracurricular activities.

Terri D. Demann

TA 4-28-2022

7.6.1 PLACEMENT FOR NEW PERSONNEL

Newly appointed personnel will be placed on the salary schedule according to their teaching experience and attainment of academic standing. ~~Newly employed personnel shall be placed on the salary schedule commensurate with experience of teachers currently employed in the Hillsboro-Deering School District.~~

7.9.1 LONGEVITY SCHEDULE

Effective July 1, 2022, increase each cell in Charts #1 & #2 by \$500. Effective July 1, 2023, increase each cell in Charts #1 & #2 by another \$500.

ARTICLE EIGHT
BENEFITS

8.1.2 PREMIUMS

Access Blue New England HMO (AB 20 RX 10/20/45)

Effective July 1, 201, the District shall contribute **eighty four percent (84%)** 85% of the cost of this premium for all employees who elect this coverage.

Equivalent Coverage

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.

3.2 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, or plans and related premium and deductible sharing arrangements 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 one hundred (120) days before such ACA provision goes into effect. If the parties are not able to agree on of the two proposed plan(s) the plans will be submitted to binding arbitration with a mutually acceptable arbitrator at least ninety (90) 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 proposals the arbitrator will choose one of the two proposals [which may include coverage under one or more health insurance 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 NINE LEAVE POLICY

9.2 PERSONAL LEAVE

Marie D. Dorman
TA 4-28-2022
[Signature]

Each academic year, full time faculty may be granted up to three (3) days of personal leave with prior approval (except in emergency circumstances) by the building principal for personal matters. **At the end of each contract year up to three (3) unused personal days may be rolled into an employee's accrued sick leave.**

ARTICLE FIFTEEN

DURATION OF AGREEMENT

This contract will be in effect from ~~July 1, 2019 to June 30, 2022~~ **July 1, 2022 to June 30, 2025**, and shall remain in full force and effect until such time as the new contract is executed. ~~Renegotiations of the agreement may be effected by written notice by one party to the other.~~ Negotiations for a successor agreement shall commence not later than May 1, ~~2021~~ **2024**. The parties may, by mutual agreement, renegotiate any provisions of the agreement.

~~Employees hired on or after July 1, 2022 shall not receive any "Evergreen" considerations or increases unless a new collective bargaining is in effect. Eligible employees hired before July 1, 2022 shall continue to receive longevity credit for a year of service regardless of whether a new collective bargaining agreement is in effect.¹~~

EXHIBIT J

Other positions per Section 7.4

POSITION

ES TEAM LEADERS	\$1200	\$1800
MS TEAM LEADERS	\$1200	\$1800
HS TEAM LEADERS	\$1800	
MENTORS	\$500	
LEAD MENTORS	\$750	

¹ It is the intent of this tentative agreement is to remove from the successor agreement all language relative to evergreen.

Luigi D. Demaree

TA 4-28-2022

HDFT TA 4-28-22

CURRENT

2021-22	BA	BA+24	MA	MA+20
Step 1	\$45,384	\$49,248	\$53,424	\$55,640
Step 2	\$46,745	\$50,725	\$55,027	\$57,309
Step 3	\$48,147	\$52,247	\$56,677	\$59,029
Step 4	\$49,592	\$53,814	\$58,378	\$60,799
Step 5	\$51,080	\$55,429	\$60,129	\$62,623
Step 6	\$52,612	\$57,092	\$61,933	\$64,502
Step 7	\$54,190	\$58,804	\$63,791	\$66,437
Step 8	\$55,816	\$60,568	\$65,705	\$68,430
Step 9	\$57,491	\$62,385	\$67,676	\$70,483
Step 10	\$59,215	\$64,257	\$69,706	\$72,598
Step 11	\$60,992	\$66,185	\$71,797	\$74,776
Step 12	\$62,821	\$68,170	\$73,951	\$77,019

APPENDIX B

2.0%				
2023-24	BA	BA+24	MA	MA+20
Step 1	\$47,218	\$51,238	\$55,582	\$57,888
Step 2	\$48,633	\$52,774	\$57,250	\$59,624
Step 3	\$50,092	\$54,358	\$58,967	\$61,414
Step 4	\$51,596	\$55,988	\$60,736	\$63,255
Step 5	\$53,144	\$57,668	\$62,558	\$65,153
Step 6	\$54,738	\$59,399	\$64,435	\$67,108
Step 7	\$56,379	\$61,180	\$66,368	\$69,121
Step 8	\$58,071	\$63,015	\$68,359	\$71,195
Step 9	\$59,814	\$64,905	\$70,410	\$73,331
Step 10	\$61,607	\$66,853	\$72,522	\$75,531
Step 11	\$63,456	\$68,859	\$74,698	\$77,797
Step 12	\$65,359	\$70,924	\$76,939	\$80,131

APPENDIX A

2.0%

2022-23	BA	BA+24	MA	MA+20
Step 1	\$46,292	\$50,233	\$54,492	\$56,753
Step 2	\$47,680	\$51,740	\$56,128	\$58,455
Step 3	\$49,110	\$53,292	\$57,811	\$60,210
Step 4	\$50,584	\$54,890	\$59,546	\$62,015
Step 5	\$52,102	\$56,538	\$61,332	\$63,875
Step 6	\$53,664	\$58,234	\$63,172	\$65,792
Step 7	\$55,274	\$59,980	\$65,067	\$67,766
Step 8	\$56,932	\$61,779	\$67,019	\$69,799
Step 9	\$58,641	\$63,633	\$69,030	\$71,893
Step 10	\$60,399	\$65,542	\$71,100	\$74,050
Step 11	\$62,212	\$67,509	\$73,233	\$76,272
Step 12	\$64,077	\$69,533	\$75,430	\$78,559

APPENDIX C

2.0%				
2024-25	BA	BA+24	MA	MA+20
Step 1	\$48,162	\$52,262	\$56,694	\$59,046
Step 2	\$49,606	\$53,830	\$58,395	\$60,817
Step 3	\$51,094	\$55,445	\$60,146	\$62,642
Step 4	\$52,627	\$57,108	\$61,951	\$64,520
Step 5	\$54,207	\$58,822	\$63,809	\$66,456
Step 6	\$55,832	\$60,586	\$65,724	\$68,450
Step 7	\$57,507	\$62,403	\$67,696	\$70,503
Step 8	\$59,232	\$64,275	\$69,727	\$72,618
Step 9	\$61,010	\$66,203	\$71,818	\$74,797
Step 10	\$62,839	\$68,190	\$73,973	\$77,042
Step 11	\$64,725	\$70,236	\$76,192	\$79,353
Step 12	\$66,666	\$72,343	\$78,477	\$81,733