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**AGREEMENT BETWEEN**



**THE ALLENSTOWN SCHOOL BOARD**

**AND**

**THE ALLENSTOWN PARA-  
PROFESSIONAL ASSOCIATION**

**JULY 1, 2005 - JUNE 30, 2008**

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## AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the Allenstown School Board, hereinafter called the "Board," and the Allenstown Para-professional Association, affiliated with NEA-New Hampshire and the National Education Association, hereinafter called the "Union" or Association." Except as otherwise provided herein, the parties agree to negotiate subject to the provisions of R.S.A. 273-A.

## DEFINITIONS

**EMPLOYEE:** The term "Employee" as used in the Agreement, means a person employed by the Board as defined in Article 1, Section 1, of this Agreement.

**PERSON:** The term "Person" as used in the Agreement, means a person employed by the Board as defined in Article 1.1. Whenever the singular is used in this Agreement, it is to include the plural and any reference to male also includes female.

## ARTICLE I RECOGNITION

**1.1** For the purpose of collective negotiation, the Board recognizes the Union as the exclusive representative of all bargaining unit employees employed by the Allenstown School District as the Union was certified by the P.E.L.R.B. in their Decision No. 96-05 of Case No. M-0724, **except the Union authorizes the Board to contract with a custodial service for part-time custodians.**

**1.2** Definitions of Employment

- a. 12 Month - Employment in an established position for 52 weeks per fiscal year. (July 1 - June 30)
- b. 10 Month - Employment in an established position for not less than 180 days per fiscal year (July 1 - June 30)
- c. Part-Time - Employment in an established position requiring less than 30 hours per normal work week regardless of the length of work year.

**1.3** Benefits

Benefits (vacation, health insurance, dental insurance, annuities, paid holidays, sick leave, personal leave, bereavement leave, and life insurance) will be paid to full and part-time employees on a pro-rated basis depending upon category of employment. For the purpose of granting benefits, employees will be classified in the following category Tiers:

- Tier 1 = 12 month employees working 30 hours or more per normal work week.
- Tier 2 = 10 month employees working 30 hours or more per normal work week.
- Tier 3 = 12 month employees working 20 to 30 hours per normal work week.
- Tier 4 = 10 month employees working 20 to 30 hours or more per normal work week.
- Tier 5 = Employees working less than 20 hours per normal work week.

**ARTICLE II  
SCOPE OF AGREEMENT**

- 2.1 The parties understand that the Board and the Superintendent may not lawfully delegate powers, discretion and authorities which by law are vested in them, and except as specifically set forth herein, this Agreement shall not constitute a waiver of such powers, discretion and authorities.

**ARTICLE III  
UNION RIGHTS**

- 3.1 The Union will have the privilege to use school buildings at reasonable times, without cost, for meetings. Notice for the use of buildings will be made to the Principal at least forty-eight (48) hours in advance and the use is subject to approval by the Principal. Representatives of the Union shall have the right to transact business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- 3.2 The Union shall have the use of the employee mailbox system, and the use of intra-school mail.
- 3.3 The Union may use school equipment normally used by employees for Union activities. However, expendable material such as paper products will be at the expense of the Union. Such usage shall in no way interfere with or prevent normal school operation or need.
- 3.4 Upon notification by an employee the Board will deduct Union dues and forward such deduction to the Union's Treasurer or the Union's designee. The Board shall be held harmless from any and all claims in connection therewith.
- 3.5 The School Board meeting agendas shall be provided by the Superintendent's office to the President of the Union prior to the Board meeting date. Copies of approved School Board minutes will be provided to the President of the Union within three (3) working days of the date of approval.
- 3.6 The District will provide to the Union, within a reasonable time following the start of **the school year or initial** employment, the names, assignments, dates of hire, wage rate and annualized wages for new employees. By the end of each school year, the Union will provide the SAU office, with the name and contact information for Union officials for the next school year.

**ARTICLE IV  
EMPLOYEE RIGHTS**

- 4.1 If an individual contract contains any language inconsistent with this Agreement it shall be considered invalid and this Agreement shall be controlling. Employees will be notified by June 1 of their intended assignment for the next school year subject to changes necessitated by unforeseen circumstances.

- 4.2 Except in cases of emergency, employees will not be required to administer medication to students without prior training having been provided to the employee by the school nurse or a similarly qualified medical professional. The employee will be acting according to the specific direction of the school nurse at the time the medication is administered.
- 4.3 **All Tier 1 employees are eligible for an annual retirement annuity in an amount equal to the sum the District would contribute to the N.H. State Retirement System.**

## ARTICLE V PERSONNEL MATTERS

- 5.1 Each new employee shall be made aware of the School District's evaluation procedure **when he or she is hired**. All employees will be evaluated annually in writing.
- 5.2 An employee shall be given a copy of any formal evaluation report prepared by his/her evaluator before any conference held to discuss it. If the employee is dissatisfied with this evaluation conference, he/she may request an additional conference. Thereafter, the employee shall sign the report. Such signature shall indicate only that the report has been read by the employee and in no way indicates agreement with the contents thereof.
- 5.3 Written complaints regarding an employee to any member of the administration by any parent, student, or other person which are to be placed in any personnel file or which may be used to evaluate or discipline an employee shall be promptly investigated. Unsubstantiated complaints shall not be placed in an employee's file.
- 5.4 Each employee shall be entitled to access to his/her personnel file at any time given forty-eight (48) hour notice to the Superintendent or his designee. The employee may, if he/she wishes, have a representative of the Union accompany him/her during such review.
- 5.5 The employee shall have the right to make a response to any material contained in his/her personnel file and such response shall be made a part of said employee's file, and the employee's response shall be made within seven (7) calendar days of the placement of the specific item in the personnel file.
- 5.6 Employees will be provided copies of any material placed in his/her personnel file within two (2) working days.
- 5.7 An employee who is being interviewed by a supervisor concerning matters for which disciplinary action is being considered or any matter which may result in disciplinary action, he/she shall be entitled to have a Union representative present during such interview.

## ARTICLE VI CONDITIONS OF EMPLOYMENT

- 6.1.1 All requests for work in excess of 35 hours (and in excess of 40 hours for 40 hour per week employees) must be approved by the Superintendent or his/her designee in advance and

reported on the regular time sheet. Overtime rates only apply after 40 hours of work in one week.

**6.1.2 Each current bargaining unit member will work one (1) additional day as compared to the 2004/05 year during the 2005/06, 2006/07 and 2007/08 years.**

**Each bargaining unit member newly hired for the 2005/06, 2006/07 and 2007/08 years will work two (2) extra days as compared to the 2004/05 year.**

**All bargaining unit members are required, at the direction of a supervisor, to work one hour per month more than designated by individual contracts for training purposes. Compensation for this hour will be at individual contracted rates.**

**6.1.3 In the event an employee is required to work a holiday, payment for all hours worked shall be at one and one-half (1 1/2) times the employee's regular rate of pay.**

**6.1.4 In the event that the employer offers compensatory time off in lieu of overtime payment, the choice of using compensatory time or overtime pay will be offered to the employee at the rate of time and one-half. The compensatory time taken should be recorded on a time slip signed by the employee when it is taken.**

**6.2 The Board agrees that each employee will have a paid, uninterrupted, duty-free lunch, of at least 20 minutes in duration. Tier I employees working 40 hours per week year-round are entitled to a lunch period 30 minutes in duration.**

**6.3 Except in emergency or critical need cases, vacancies within the bargaining unit shall be posted for a minimum of five (5) calendar days prior to the position being filled. All employees shall be made aware of the vacancies.**

**6.4.1 In the event, at the sole discretion of the Board, it shall become necessary to reduce the number of persons employed by the Allentown School District, the Board shall notify the affected personnel and Union of any such reduction in staff as soon as reasonably possible.**

**6.4.2 The Board will make every reasonable effort to reduce the impact of reduction in force on the current staff by absorbing as many positions as possible through attrition (retirements, resignations, leaves, and refusal to contract).**

**6.4.3 When a reduction in force becomes necessary the Board shall consider the following unordered factors:**

**A. Job performance based on existing evaluations;**

**B. Experience in position;**

**C. Seniority - ties in seniority shall be broken by: 1) date of election by the Board; 2) date of employee signature on the contract; 3) lottery.**

1. For a period of two (2) years following the year of a reduction in force, should a vacancy occur, employees shall be recalled for the opening(s) if qualified as judged by the District.
2. Recalled employees shall be so notified by certified mail, restricted delivery, return receipt. It shall be the responsibility of the laid off employee to maintain a current address on file with the School District.
3. In the event that an employee fails to apply for reemployment in a position for which he/she is qualified, or fails to respond to such an offer within fourteen (14) days of certified notification, the employee shall forfeit his/her rights to reemployment under this section.

6.5 The Board will pay the cost of District required attendance of courses or workshops. **The Board will make available a total of \$2,500 per year to encourage employees to complete voluntary course work or workshops to enhance their skills in working with students. These funds are available on a first come-first served basis through the district's standard application process.**

6.6 The first six months of employment shall be considered a probationary period to permit the Board to determine a new employee's fitness and adaptability for the work required, subject to extension by mutual Agreement. All new employees are required to undergo, at employee expense, a physical examination to determine that employee's fitness to perform the work required. **This physical needs to be completed no later than 30 days after employment and the results submitted to the building Principal to be included in his/her personnel file.**

6.7 For each Educational Assistant who registers a staff development plan and their staff development clock hours with the SAU office, the District will pay any State of New Hampshire fee for the cost of either certification or renewal of certification for the position to which they are employed by the District.

## ARTICLE VII RATES OF PAY

7.1 The Wage Schedule and its application are set forth in Appendices A & B attached hereto.

7.2 Employees hired during the term of this Agreement shall be placed on the appropriate experience step of the Wage Schedule. The Superintendent will decide the appropriate placement of all employees.

7.3.1 Employees shall receive equal biweekly pay amounts prorated on their annualized wages commensurate with their selection of twenty-one (21) or twenty-six (26) biweekly installments.

7.3.2 When an employee's annualized wage is prorated for the purpose of equal biweekly pay installments, it will be done based on the number of contracted days x Hours per day x hourly wage and will include longevity, paid holidays, and differential premium pay where applicable. Such equalized biweekly installments may be altered in those cases where employees have

worked overtime, have served in a temporary position at a different rate of pay, or are on leave without pay.

- 7.3.3 Employees shall not suffer reduction in equalized biweekly pay installments due to school vacations, early release days, late school start or absences due to conditions where administration has closed schools. In cases of school closure employees shall suffer no loss of pay for that pay period but shall not receive additional pay for makeup days added to the employees' calendar year.
- 7.3.4 In cases of absences due to early release or late start, employees who have lost time are expected to make up lost time through coordination with their immediate supervisor. Employees who work beyond their normal schedule for the purpose of making up lost hours under this Article 7.3.4 shall not be entitled to compensatory time or overtime pay for those hours.
- 7.4.1 **When an employee is required to substitute for another member of the bargaining unit, they shall be paid at the substitute rate unless their rate is already higher than the substitute rate.**
- 7.4.2 Employees will be called upon to substitute [for absent certified staff] by a rotational schedule among the Educational Assistants within their building. Student specific Educational Assistants will be bypassed in the rotation until such time that their assigned student(s) is/are absent. Employees will be given the chance to refuse a substitute assignment. However, in a situation where no other educational assistant is available or will agree to take the assignment, the employee next in the rotation cannot refuse. When employees substitute for teachers they shall be paid at their wage rate or the District substitute rate, whichever is greater.

## **ARTICLE VIII GRIEVANCE PROCEDURE**

- 8.1 Grievance is specifically defined as a violation of any of the express provisions of this Agreement.
- 8.2 The parties acknowledge that it is more desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way, shall be reduced to writing and referred to the following formal grievance procedure.
- 8.2.1 The grievance shall be reduced to writing. The written grievance shall state the specified alleged violation with reference to the Agreement. It shall also set forth names, dates, and any other related facts which will provide a sound basis for a complete understanding of any such grievance. No grievance shall be considered under this procedure unless it is filed in writing within twenty (20) calendar days following the action precipitating the grievance.
- 8.2.2 **LEVEL A.** Within ten (10) calendar days of receipt of a formal grievance, the Building Principal shall meet with the aggrieved employee. Within ten (10) calendar days following any such meeting, the Principal shall give his/her answer in writing. If the grievance is not settled

at this level, then it may be referred to Level B within ten (10) calendar days of receipt of an answer given at this level.

- 8.2.3 LEVEL B.** Within ten (10) calendar days of a grievance being referred to this Level, the Superintendent will meet with the participants of Level A and examine the facts of the grievance. The Superintendent shall give his/her answer within ten (10) calendar days of any such meeting. If the grievance is not settled at this Level, then within ten (10) calendar days from receipt of the answer rendered at this Level, the grievance may be referred to the School Board.
- 8.2.4 LEVEL C.** The Board will meet within twenty-five (25) calendar days with the parties of Level B and examine the facts of the grievance. The School Board shall give its answer within fifteen (15) calendar days. If the grievance is not settled at this Level, then within ten (10) calendar days from receipt of the answer rendered, the grievance may be referred to arbitration.
- 8.2.5 LEVEL D.** If the matter is referred to arbitration, then the parties shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures of the service. The scope of the arbitrator's authority shall be the terms of this agreement. He/she shall have no power to add to or subtract from, alter, or modify any of the said provisions. The arbitrator's decision shall be advisory on both parties. The parties agree to share equally in all expenses associated with arbitration.
- 8.2.6** Time periods specified in this procedure may be extended by mutual agreement.
- 8.2.7** Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement) shall permit the aggrieved person or the Union to proceed to the next level.

## **ARTICLE IX LEAVES OF ABSENCE**

- 9.1** It is agreed that the use of leave days will be confined to legitimate purposes provided in this Article and the employer may at its sole discretion extend the leaves set forth herein.
- 9.2** Sick leave shall be confined to the personal illness or disability of an employee or up to five (5) days per year for an immediate family member, who is living in the household. Sick leave is to be taken in full or half day increments. Employees will notify the Principal in writing within three (3) work days of sick days used for family members.
- 9.2.1** Sick leave shall accumulate at the following rates:
- A. Tier 1 employees shall be credited with twelve (12) sick leave days per year up to a maximum accumulation of ninety-five (95) days.
  - B. Tier 2 employees shall be credited with ten (10) sick leave days per year up to a maximum accumulation of forty (40) days.

- C Tier 3 employees shall be credited with twelve (12) sick leave days per year up to a maximum accumulation of forty (40) days.
- D Tier 4 employees shall be credited with ten (10) sick leave days per year up to a maximum accumulation of twenty-five (25) days.
- E Tier 5 employees are not eligible for paid sick leave.

### **9.2.2 Flu Shots:**

**By October 15<sup>th</sup> of each school year the Board shall provide, at no cost to each requesting non-certified staff, an injection for flu immunization.**

### **9.2.3 Sick Bank**

- A. The Board agrees to allow the Allenstown Para-Professional Association to maintain a sick leave bank to cover members of the bargaining unit in the event of a long-term illness. All employees covered by this Agreement who have been employed under the terms of the A.P.A. Master Agreement for at least one (1) school year may volunteer to participate in the sick bank. Employees who wish to participate in the sick bank must notify the sick bank committee in writing by September 15<sup>th</sup> of the school year in which they wish to begin participating. Once an employee notifies the committee in writing that he or she wishes to participate in the sick bank, the employee shall be deemed to continue membership in the sick bank each school year unless and until the employee notifies the committee in writing no later than September 15 that he or she is withdrawing from participation in the sick bank beginning that school year.**
- B. Employees who participate in the sick bank shall contribute one (1) day per employee per year until the sick bank reaches ninety-five (95) days. Subsequently, if at any time the sick bank is thereafter depleted to forty (40) days, the sick bank committee may solicit donations of additional days as needed to reach the maximum of ninety-five (95) days.**
- C. A member will become eligible to request extended benefits from the sick leave bank after an incapacitating illness or disability, provided he/she has exhausted all of his/her accrued sick leave. Upon presentation of medical evidence of disability or illness, a member may be granted additional days of sick leave.**
- D. The sick bank will be administered by a committee of members from the bargaining unit, commissioned and overseen by the Association president. All decisions of the sick bank committee will be final and binding and will not be grievable. All decisions of the sick bank committee must be communicated in writing to the superintendent's office within five (5) business days.**
- E. By October 15 of each year, the Association will notify the Superintendent's Office in writing of individuals donating days to the sick bank. The Superintendent's Office will maintain sick bank records and provide the sick bank committee with an annual report by October 30 each year.**

- 9.3 Personal leave days may be allowed for personal affairs provided that the leave will only be taken for purposes which could not be accomplished on other than a work day. Prior approval of the Building Principal is required. Said leave shall not be used to extend holidays or vacations. Personal leave will be non-accumulative and may be granted at the following rates:
- a. Tier 1 employees may be eligible for up to three (3) personal leave days per year.
  - b. Tier 2 employees may be eligible for up to three (3) personal leave days per year.
  - c. Tier 3 employees may be eligible for up to three (3) personal leave days per year.
  - d. Tier 4 and 5 employees will receive no personal leave days.
- 9.4 Tier 1 - 4 employees called as a juror will be paid the employee's regular daily rate and will refund reimbursement from the court to the School District less expenses.
- 9.4.1 Employees will reimburse the District within five (5) working days following receipt of the court's reimbursement. In the event that the employee does not reimburse the District, the SAU office may collect the reimbursement due by withholding the due amount from the employee's paycheck.
- 9.5 Employees in Tiers 1 through 5 inclusive, will be eligible for Bereavement leave of **three (3) days**. In extenuating circumstances the Board may grant additional leave under this Section on a case by case basis. Bereavement leave is non-accumulative.

## ARTICLE X INSURANCE

- 10.1 Employees shall be eligible for health insurance coverage under a plan mutually selected by the District and its certified staff with the following conditions regarding eligibility and payment of premiums:
- a. Tier 1 employees will be eligible for health insurance benefits with the District paying 90% per month towards the cost of single person coverage, or 75% per month towards the cost of two-person coverage, or 75% per month towards the cost of family coverage.
  - b. Tier 2 employees will be eligible for health insurance benefits with the District paying:  
  
25% per month for employees with less than one year service in the District, 50% per month for employees with more than one but less than two years service, and 90% per month for single person coverage for 75% per month for either two-person or family coverage for employees with more than two years service.
  - c. Tier 3, 4 and 5 employees are not eligible for health insurance coverage benefits.

d. Tier 3 and 4 employees may elect to participate in the District's Health Insurance Plan at no cost to the district.

10.2 The District agrees to pay an annual stipend equal to \$500 to Tier 1 employees who waive, in writing, their right to subscribe to health insurance under the terms of Section 10.1a of this Article. Tier 2, 3, 4 and 5 employees are not eligible for this stipend. To be eligible for such stipend the Tier 1 employee must supply evidence of existing coverage of a health insurance program of which he/she is a member. The \$500 stipend would be paid at the conclusion of the school year.

10.3 The District will **provide term life insurance in the amount of estimated yearly wage** for Tier 1, **2 and 3 employees** only.

10.4 The District shall provide Delta Dental Insurance, Plan IV (A/100%, B/80%, no deductible); single membership for each Tier 1 employee. Tier 2, 3, 4 and 5 employees are not eligible for this benefit.

Additionally, the District will make family coverage and Plan II (C/50%) coverage available to employees at the sole expense of the employee. All costs in excess of Plan II (A/100%, B/80%, no deductible), single membership, shall be the responsibility of the employee and paid through payroll deduction. This benefit will be offered only if it is deemed to be available under the regulations of the insurer.

10.5 The District shall pay 100% of the premium for long term disability insurance for each Tier 1 employee, said insurance to have minimum benefits of 66 2/3% of salary to age **70** after a ninety (90) day waiting period.

## **ARTICLE XI MISCELLANEOUS PROVISIONS**

11.1 If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed invalid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect unless and until such provisions are changed in negotiations.

11.2 Copies of this Agreement shall be printed by **the District** as soon as possible after the Agreement is signed and presented to all employees now employed, hereafter employed **or** hereafter employed.

## **ARTICLE XII NOTICE UNDER AGREEMENT**

12.1 Whenever written notice to the Board is provided for in the Agreement, such notice shall be addressed to the Allentown School Board Chairman directly or, Allentown School Board, c/o Superintendent of Schools, SAU #53.

12.2 Whenever written notice to the Allenstown Para-professional Association is provided for in this Agreement, such notice shall be addressed to the President of the Allenstown Para-professional Association at their then current address.

**ARTICLE XIII  
VACATIONS AND HOLIDAYS**

13.1 Employees in Tier 1 only, shall receive vacation according to the following schedule:

1 - 4 years	2 weeks
5 - 10 years	3 weeks
more than 10 years	4 weeks

Tier 3 employees after 1 year of service in the district shall receive one week annual vacation. Employees in Tiers 2, 4 and 5 are not eligible for vacation days.

13.2 Tier 1 and Tier 3 employees shall receive the following paid holidays:

Labor Day	New Year's Day
Columbus Day	Civil Rights' Day
Veterans Day	Washington's Birthday
Thanksgiving	Memorial Day
Christmas	Independence Day

For Holidays falling on a day when school is in session, employees may be required, at the discretion of the Building Principal, to take their holiday on some other day when the school is not in session.

Tier 2, 4, and 5 employees are not eligible for paid holidays.

**ARTICLE XIV  
DURATION OF AGREEMENT**

14.1 This Agreement shall continue in full force and effect from July 1, 2005 until June 30, 2008

Dated at Allenstown, New Hampshire, the      day of      .

ALLENSTOWN SCHOOL DISTRICT

ALLENSTOWN PARA-PROFESSIONAL  
ASSOCIATION

By its Board:

By:

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## APPENDIX B

### WAGE SCHEDULE PLACEMENT CRITERIA

<b>EDUCATIONAL/SPEECH LANGUAGE ASSISTANTS</b>		<b>PROGRAM INSTRUCTOR, BUDGET SECRETARY &amp; SCHOOL SECRETARY</b>	
<b>EVALUATION PTS.</b>		<b>EVALUATION PTS.</b>	
<u><b>ACHIEVED</b></u>	<u><b>WAGE INCREASE</b></u>	<u><b>ACHIEVED</b></u>	<u><b>WAGE INCREASE</b></u>
16 & above	step advancement + 100% of range	17.2 & above	step advancement + 100% of range
15	step advancement + 75% of range	16.5	step advancement + 75% of range
14	step advancement + 40% of range	15.2	step advancement + 40% of range
below 14	step advancement + bottom of range	below 15.2	step advancement + bottom of range

<b>LIBRARY PROGRAM ASSISTANT &amp; SCHOOL CUSTODIAN</b>		<b>LUNCH WORKER</b>	
<b>EVALUATION PTS.</b>		<b>EVALUATION PTS.</b>	
<u><b>ACHIEVED</b></u>	<u><b>WAGE INCREASE</b></u>	<u><b>ACHIEVED</b></u>	<u><b>WAGE INCREASE</b></u>
14.8 & above	step advancement + 100% of range	12 & above	step advancement + 100% of range
14	step advancement + 75% of range	11.7	step advancement + 75% of range
13	step advancement + 40% of range	11	step advancement + 40% of range
below 13	step advancement + bottom of range	below 11	step advancement + bottom of range

### NOTES

1. The above criteria will be applied to negotiated wage increases in addition to adjustments arising from step advancement.
2. The above criteria will not apply to longevity payments, initial placements on the wage schedule, or positional changes involving new job descriptions.
3. Evaluation points used in the above criteria will be taken from the employee's annual performance review which will be conducted according to the District's evaluation procedure.
4. The School Board will periodically review the District's evaluation procedures in the interest of improving the fairness and consistency with which annual employee evaluations are conducted. The Board, in cooperation with the Association, will involve employees in these reviews.
5. No employee, who has been formally reviewed less than twice during the school year of their existing placement on the wage schedule, will be advanced to less than maximum of the next step for the succeeding year.