

MASTER AGREEMENT

BETWEEN THE

INTER-LAKES SCHOOL BOARD

AND THE

INTER-LAKES SUPPORT STAFF

ASSOCIATION

2013 - 2014

# TABLE OF CONTENTS

ARTICLE/APPENDIX	SUBJECT	PAGE
	Agreement.....	2
ARTICLE I	Recognition.....	2
ARTICLE II	Non-Discrimination.....	2
ARTICLE III	School Board Rights .....	3
ARTICLE IV	Union Rights.....	3
ARTICLE V	Employee Rights.....	3
ARTICLE VI	Employment Conditions .....	4
ARTICLE VII	Personnel Matters .....	6
ARTICLE VIII	Wages .....	7
ARTICLE IX	Hours of Work.....	8
ARTICLE X	Grievance Procedure .....	8
ARTICLE XI	Workers' Compensation.....	10
ARTICLE XII	Benefits and Insurance .....	10
ARTICLE XIII	Leaves of Absence.....	10
ARTICLE XIV	Insurance .....	13
ARTICLE XV	Notice of Employment.....	14
ARTICLE XVI	Miscellaneous Provisions .....	15
ARTICLE XVII	Notice Under Agreement.....	15
ARTICLE XVIII	Vacancies .....	15
ARTICLE XIX	Duration.....	16
APPENDIX A	Grievance Report Form .....	17
APPENDIX B	Letter of Agreement.....	19
APPENDIX C	Evaluations .....	20
APPENDIX D	Wage Schedule.....	28
SIDE LETTER #1	Health Insurance for Retirees.....	29

## Agreement

This Agreement entered into this 17<sup>th</sup> day of May, 2013, by and between the Inter-Lakes School Board, hereinafter called the "Board," and the Inter-Lakes Support Staff Association affiliated with NEA-New Hampshire and the National Education Association, hereinafter called the "Union." Except as otherwise provided herein, the parties agree to negotiate subject to the provisions of RSA 273-A.

### ARTICLE I

#### Recognition

- 1.1 The Board recognizes the Union as the sole and exclusive representative of all bargaining unit employees in accordance with RSA 273-A.
- 1.2 The term "Employee," in this Agreement, shall refer to employees represented by the Union in the bargaining unit as certified by the NH PELRB.
- 1.3 Excluded specifically, from the unit are:
  - Office Staff
  - Custodians
  - Kitchen Staff
  - Technology Assistants
- 1.4 The term "Employee Representative," as used in the Agreement, means any designated Union Representative.
- 1.5 The term "Person," as used in this 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.
- 1.6 The term "Full-Time Employee" shall mean employees who regularly work at least 35 hours per week.

### ARTICLE II

#### Non-Discrimination

- 2.1 The Board and the Union agree not to discriminate in any way against employees covered by this Agreement on the basis of religion, race, creed, color, national origin, marital status, sex, age, sexual orientation or disability, except where physical condition is a bonafide qualification for employment.
- 2.2 The Board and the Union agree not to discriminate against employees covered by this Agreement on account of membership and/or activity in the Union.

## ARTICLE III

### School Board Rights

- 3.1 The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matter of policy and retains the unrestricted right (a) to direct and manage all activities of the School District; (b) to direct the work of their employees; (c) to hire, promote, transfer, assign and retain employees in positions within the School District, and to suspend, demote, discharge, withhold all salary increases at the highest step or increment wage increases, whichever applies, or take any other disciplinary action, following due process, against the employees; (d) to act unilaterally, including by adoption of rule or regulation, on any and all matters not excluded by RSA 273-A, provided said act, rule or regulation, does not conflict with or violate any of the terms of the Agreement; (e) to maintain the efficiency of government operations; (f) to relieve employees from duties because of lack of work or for other legitimate reason; (g) to take actions as may be necessary to carry out the mission of the agency in emergencies; and (h) to determine the methods, means and personnel by which operations are to be conducted.
- 3.2 The parties understand that the Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in him/her; and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either. The term "law" as used above shall include regulations lawfully passed by the New Hampshire State Board of Education.

## ARTICLE IV

### Union Rights

- 4.1 The Union may use school buildings at reasonable times, without cost, provided that this shall not interfere with or interrupt normal school operations.
- 4.2 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.
- 4.3 As long as the Inter-Lakes Support Staff Association is certified as the representative of these Inter-Lakes employees pursuant to RSA 273-A, the rights and privileges set forth in this Agreement shall not be granted to any other bargaining agent purporting to represent this bargaining unit.

## ARTICLE V

### Employee Rights

- 5.1 Nothing contained herein shall be construed to deny or restrict to any employee rights which exist under state or federal laws or other applicable regulations.

## 5.2 Disciplinary Action

- 5.2.1 An employee shall be entitled, upon request of the employee, to have a representative of the Association present during any investigatory interview or meeting that may lead to disciplinary action. If disciplinary action is likely to occur at a given meeting, the employee shall be advised immediately of said possibility. Any time an employee is called to meet with a representative of the District concerning disciplinary action, the employee shall be notified in writing and given reasons for the meeting.
- 5.2.2 During the course of a meeting, upon a discovery of a basis for discipline, the administrator shall immediately advise the employee of their right to representation. If the employee waives such right, the action may proceed.
- 5.2.3 When a request for representation is made (either before or during a meeting), no action shall be taken with respect to the employee until such representative is present.
- 5.3 Any employment notification between the Board and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement.

## ARTICLE VI

### Employment Conditions

#### 6.1 Job Descriptions

The School District shall provide written job descriptions including minimum qualifications for each position covered by this Agreement. If the District is considering a change in a job description or if it creates a new position, it shall notify the Union upon finalization of the job description by the Superintendent.

#### 6.2 Lunch Period

Employees scheduled to work in excess of four hours in a day will be permitted a thirty (30) minute uninterrupted lunch period. Lunch shall be eaten on site and time will be paid.

#### 6.3 Substituting

Any member of the bargaining unit, who is required to substitute for a teacher for either 1/2 or a full day, will be compensated at whichever salary is greater, the employee's pay or the District substitute's pay. However, members of this bargaining unit shall not be included on the teachers' substitute list.

#### 6.4 Professional Development Reimbursement

- 6.4.1 The School Board shall reimburse each employee up to \$275 for workshops, books and materials for professional development. In no event shall the School District expend more per year for this benefit than \$19,500. Request for payment must be received by June 1. Reimbursements shall be made in the order of requests received.
- 6.4.2 Applications will be processed by the building principal and/or special education director as received. The principal and/or special education director will request that the employee explain how the professional development expense is relevant to his or her own employment in the School District. Final determination as to whether or not a professional development expense is eligible for payment or reimbursement rests with the principal and/or special education director.

- 6.4.3 Requests for prepayment shall be submitted to the principal and/or special education director at least 30 calendar days prior to the start of the workshop. If requests are not submitted prior to 30 calendar days, an attempt will be made to provide prepayment for the professional development. In the event that prepayment cannot be made, reimbursement will be dispersed upon successful completion of the workshop or proof that the book or material has been purchased.
- 6.4.4 Proof of successful attendance at the workshop shall be given to the principal and/or special education director within 15 days of return from the workshop. The application for professional development reimbursement shall specify the date by which proof of successful attendance must be submitted.
- 6.4.5 As of June 1 each year, unencumbered professional development reimbursement funds may be used by the Board to authorize additional professional development reimbursement, up to a maximum of \$400 (including the \$275 in Section 6.4.1) per employee per year. Employees may request the use of these additional funds by submitting a letter and associated documentation to the Superintendent by June 1. These funds shall be applied to the additional requests until such funds are expended or requests have been met. After requests for additional reimbursement have been satisfied, any unencumbered funds shall be made available to supplement additional reimbursement for courses in accordance with the procedure and maximum in Section 6.5.4.
- 6.4.6 If the employee fails to meet the criteria set forth in this article, he/she will be responsible for repaying any amounts advanced for professional development expense. Repayment will be payroll deduction prior to the end of the fiscal year as agreed to on the approval form submitted by the employee. In extenuating circumstances, an appeal of the withholding of money may be made in writing to the Superintendent.

6.5 Course Reimbursement

- 6.5.1 The School Board shall reimburse each employee up to \$800 per year for approved courses. In no event shall the School District expend more per year for this benefit than \$7,000, plus any unencumbered professional development funds that are made available pursuant to Section 6.4.5 to supplement course reimbursement funds.
- 6.5.2 Applications will be processed by the building principal and/or special education director as received. The principal and/or special education director will request that the employee explain how the course is relevant to his or her own employment in the School District. Final determination as to whether or not a course is eligible for reimbursement rests with the principal and/or special education director.
- 6.5.3 Upon successful completion of such an approved course, proof of the employee's payment for the course and proof of the grade received by the employee must be submitted to the principal and/or special education director within 30 days after receipt of the grade. Reimbursement shall be made only for courses in which the employee receives a grade of B (3.0) or better.
- 6.5.4 As of June 1 each year, unencumbered course reimbursement funds may be used by the Board to authorize additional course reimbursement, up to a maximum which equals \$1,450 (including the \$800 in Section 6.5.1) per employee per year. Employees may request the use of these additional funds by submitting a letter and associated documentation to the Superintendent by June 1.

- 6.5.5 Course reimbursement funds under Section 6.5 shall not be used for professional development reimbursement under Section 6.4.
- 6.5.6 Reimbursement under Section 6.5 shall be accomplished within 30 days after submission of proof of the completion, payment and grade for the course.
- 6.6 The Association President shall receive by December 1 and May 1 from the SAU a written accounting of the professional development reimbursement and course reimbursement funds expended to date.
- 6.7 Early Release/Late Start  
Employees will be paid for early release or a late start which affects their regular work day. Employees may be required to make up, without further pay later in the school year, time lost due to early release or late starts.
- 6.8 Retirement  
All employees who meet the minimum eligibility for membership in the NH Retirement System (NHRS) shall be enrolled in the NHRS.

## ARTICLE VII

### Personnel Matters

- 7.1 Performance Evaluation Report  
An employee shall be given a copy of any formal performance evaluation report prepared by his/her evaluators before any conference held to discuss it. If the employee is dissatisfied with this evaluation conference, he/she may request one additional conference. The employee shall have the right to one additional observation upon request. 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 indicate agreement with the contents thereof. The employee may submit a rebuttal which shall be attached to the filed copy.
- 7.2 Supervisory Function  
The parties recognize and agree that, subject to the provisions of this Agreement, employee evaluation is a supervisory function.
- 7.3 Right to Respond  
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. Reproductions of such material may be made by hand or copying machine, if available.
- 7.4 Access to Files  
Each employee shall be entitled to access to his/her personnel file upon notice to the Superintendent or his designee. The employee may, if he/she wishes, have a representative of the Union accompany him during such review.
- 7.5 Signature  
No material will be placed in an employee's personnel file without the employee's signature; such signature shall be understood to indicate awareness of the material, but shall not be interpreted to mean agreement with the content of the material.

7.6 Complaints

Written complaints regarding an employee made 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. The employee shall be given reasonably prompt notice of such complaint and shall be given the opportunity to respond. Unsubstantiated complaints shall not be placed in an employee's file.

7.7 Joint Labor-Management Committee on Evaluation

The parties agree to continue a Joint Labor-Management Committee to review the current evaluation process and make recommendations for revisions as necessary. The committee shall meet at least once annually on or before June 30. The committee shall consist of three individuals appointed by the Association and three appointed by the School Board (one Board member and two administrators).

## ARTICLE VIII

### Wages

8.1 Wage Schedule

The base wages of each employee shall be set forth on the wage schedule in Appendix D. The Superintendent shall have sole discretion to determine how many years of prior experience to credit to a new employee, but the maximum years that may be credited shall be three years. When an employee is employed as a speech/language assistant and meets the guidelines established by the American Speech-Language-Hearing Association (ASHA), the employee also shall receive a \$3.00 per hour differential. Employees shall advance one step on the wage schedule each year.

8.2 Wage Differentials

After employees' base wages are calculated under Appendix D, employees who qualify for certification differentials shall receive them in addition to their base wages. Certification differentials shall not constitute part of employees' base wages.

8.2.1 Certification

While an employee holds a certification in his/her field of work that was issued in New Hampshire, including paraprofessional certification through Granite State College, the employee shall receive a differential of \$0.50 per hour, or \$0.75 per hour for Paraeducator II certification by the New Hampshire Department of Education. An employee who holds Wilson Reading certification and is assigned to provide direct Wilson Reading instruction to students shall receive a differential of \$0.50 per hour.

8.3 In accordance with the September 14, 1999 "lagged payroll" agreement, the first pay day of each work year shall be either the first Thursday or the second Thursday after that work year begins. The last pay day of each work year shall be either the first Thursday or the second Thursday after that work year ends. The final payroll check each year shall be adjusted to prevent payment for unpaid time.

## ARTICLE IX

### Hours of Work

- 9.1 Only hours actually worked are utilized for the purpose of computing eligibility for overtime. Time paid but not worked, such as Sick Leave and Personal Leave, are not used for purposes of computation.
- 9.2 Hours worked in excess of forty (40) hours per week shall be compensated at one and one half (1 ½) times the employee's regular rate of pay.
- 9.3 Hours worked in excess of an employee's regular shift, but less than forty (40) hours per week shall be compensated at the employee's regular rate of pay.
- 9.4 In the event the employer offers compensatory time off in lieu of overtime payment, the election of compensatory time or pay shall be at the employee's option. Disposition of compensatory time shall be in accordance with the Fair Labor Standards Act.
- 9.5 The basic contract shall be issued for 185 workdays.
- 9.6 An employee may request of their administrator, additional paid days for specifically defined purposes beyond the number of contracted days. The Superintendent will make final approval based upon administrator recommendation.

## ARTICLE X

### Grievance Procedure

- 10.1 Definitions

A "grievance" shall mean an alleged violation, misinterpretation or misapplication with respect to one or more employees of any provision of the collective bargaining agreement. See RSA 273-A:1 (VI).

"Days" as used in this article shall be school days, except following the end of the regular school year when days shall mean Mondays through Fridays excluding holidays.
- 10.2 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare and/or working conditions of the employees. Both parties agree that these procedures will be kept informal and confidential at any level of the procedure.
- 10.3 Informal Resolution

The parties acknowledge that it is more desirable for an employee and his/her immediately involved 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. After the informal meeting, all grievances and decisions on all levels must be in writing.
- 10.4 Extensions/Waivers

Time periods specified in this procedure may be extended by mutual agreement. Any such extensions shall be in writing. Any step of the grievance procedure may be waived by mutual agreement of the parties.

- 10.5 Representation  
The grievant may be represented at all levels of the grievance procedure at his/her option, by himself/herself or by his/her chosen representative, or by a representative selected by the Union. The Union shall have the right to be present and participate at all levels of the grievance procedure and shall receive a copy of all decisions rendered.
- 10.6 Informal Level  
Within fifteen (15) days of its known occurrence, the employee or Union will present the grievance to the administrator whose action is the subject of the grievance during non-instructional time with the objective of resolving the matter informally. If the grievance is not resolved through this informal process it may be committed to writing and submitted to the same administrative level within ten (10) days of the informal meeting.
- 10.7 Level One  
The Administrator shall respond in writing to all parties involved within five (5) days of the receipt of the written grievance.
- 10.8 Level Two  
If the grievance is not resolved at Level One, it may be submitted in writing within five (5) days to the Superintendent. The Superintendent, the aggrieved employee and/or his/her chosen representative shall meet within ten (10) days in an attempt to resolve the matter and the Superintendent shall render his/her decision, in writing, to the aggrieved and the Union within ten (10) days of such meeting.
- 10.9 Level Three  
If the grievance is not resolved at Level Two, the employee shall have the right to file said grievance with the Secretary of the Board within five (5) days of the decision rendered in Level Two. The Board shall conduct a grievance meeting within thirty (30) days. The Board shall render its decision, in writing, to the aggrieved employee and the Association within ten (10) days.
- 10.10 Level Four  
If the grievance is not resolved at Level Three, the grievance may be submitted to arbitration by the Union. The Secretary of the Board shall be notified in writing within ten (10) days after the date of the Board's decision that the grievance is being submitted for arbitration. The Union shall submit a request for arbitration to AAA within thirty (30) days of the notification of intent to arbitrate.
- 10.11 Selection of an Arbitrator  
The parties shall apply to the American Arbitration Association (AAA), or by mutual agreement and select an arbitrator to hear the case under the rules and procedures of the AAA service.
- 10.12 Arbitrator's Authority  
The arbitrator shall limit him/herself to interpretation and application of the terms of this agreement and issues of procedural and substantive arbitrability. The arbitrator shall be bound by and must comply with all of the terms of the Agreement. The arbitrator shall have no power to add to, delete from or modify in any way, any of the provisions of this Agreement. The decision of the arbitrator shall be advisory.
- 10.13 Arbitration Costs  
The costs for the services of the arbitrator shall be borne equally by the District and the Union. Any other expenses incurred shall be paid by the party incurring the same.

- 10.14 Failure to Meet Timelines  
The grievance shall be considered resolved if one of the parties has not responded before the time period for appealing has passed. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by written mutual agreement) shall permit the aggrieved to proceed to the next level.
- 10.15 Confidentiality  
Documents, communications or records concerning the processing of a grievance shall not be forwarded to any prospective employer of the grievant.
- 10.16 No Retaliation  
There shall be no retaliation in any form taken against an employee for filing a grievance.

## ARTICLE XI

### Workers' Compensation

- 11.1 Covered Employees  
All employees are covered by New Hampshire Workers' Compensation, the benefits of which shall be available, regardless of an employee's classification.
- 11.2 Report Injuries  
Employees must report all injuries received while on duty to the building principal as soon as possible after an occurrence.
- 11.3 Sick Leave Option  
The employee shall have the option of requesting the difference between his/her take home pay and the Workers' Compensation payment to be deducted from accumulated sick leave.

## ARTICLE XII

### Benefits and Insurance

- 12.1 Eligibility  
Full-time employees shall receive full benefits. Employees scheduled to work less shall be provided with those benefits, including insurances, as specified in this Agreement. Benefit levels will be determined based upon total hours worked within bargaining unit positions, regardless of the number of bargaining unit positions held by an employee.

## ARTICLE XIII

### Leaves of Absence

- 13.1 Definition of Immediate Family  
"Immediate family", as used in this section, shall mean parents, grandparents, siblings, spouse, children and the same relative of the employee's spouse or any member of the family living in the household of the employee.
- 13.2 Purpose of Leave  
It is agreed that the use of leave days will be confined to legitimate purposes provided in this Article.

### 13.3 Sick Leave

13.3.1 Leaves of absence for all employees for personal illness will be allowed at full pay for fifteen (15) working days per year, the unused portion thereof accumulate up to 100 days. Employees who have more than 100 sick days in their personal pool as of the start of the 2002-03 school year, may continue to carry forward up to 110 sick days each year until they go below 100 days at which point 100 shall be the new maximum.

Up to ten (10) days of the fifteen (15) in any one school year may be used for illness in the immediate family. It shall be the responsibility of the employee to furnish proof of illness requiring more than three (3) consecutive days of leave, if requested by the Superintendent.

Illness or disability of the employee covered by Workers' Compensation shall not be charged against sick leave except in accordance with Article 11 Workers' Compensation.

13.3.2 Maternity-related disability, prior to and after the birth of a child and as certified by a physician, will be treated like any other personal illness.

13.3.3 Sick leave benefits cannot be used during a leave of absence.

13.3.4 Use of sick time shall be accounted for in half hour and/or hour increments.

13.3.5 Employees hired after the start of the school year shall have their sick leave allotment pro-rated for the first year of employment.

13.3.6 A sick leave pool will be established. Employees may enroll in the pool each year by donating at least one day and up to three days each school year. The initial enrollment in the pool must take place prior to September 15<sup>th</sup> each year. Employees hired after the start of the student year shall have 15 days to select participation in the sick leave pool.

The sick leave pool may accrue up to 180 days and the pool will be carried forward from year to year maintaining the cap at 180 days. Once the pool reaches its maximum accrual, only new employees or those who have not previously enrolled in the sick leave pool will donate one day to join the sick leave pool. When, through usage, the sick leave pool level decreases to 100 days, all members of the sick leave pool must donate one day at the beginning of each school year until the pool again reaches its maximum accrual.

The Joint Sick Bank Committee will establish criteria, notify all members of the criteria and determine whether requests for withdrawal from the sick bank will be granted. The committee will consist of two members each from the Association and management.

Once decisions of this committee are made, a report of the decision will be provided to the Superintendent within 5 days. The decisions of the committee are final. The decision of the Sick Bank Committee is not grievable.

13.3.7 Annual written notice of accumulated individual sick leave, as of September 1<sup>st</sup> of the current school year, shall be given to all employees by September 30<sup>th</sup> of the same year.

13.4 Child Rearing Leave

Employees shall have full access to the provisions of the Family & Medical Leave Act. In addition, employees working thirty-five (35) or more hours per week may be granted an unpaid leave up to one year for natural, adoptive, guardianship or parenting due to separation or divorce upon written request to the School Board.

13.4.1 Requests for such leave shall be made to the Superintendent at least sixty (60) days prior to the date on which the leave is to begin, except in cases of emergency. Childcare leave requests shall also include the expected termination date of such leave. At the conclusion of the leave, the employee shall be reinstated to his/her position or to a similar position.

13.4.2 As consideration of this extended time, an employee on said leave agrees to return on the first day of a pay period and further that the total leave shall not exceed twelve (12) months. A further extended leave may be granted at the discretion of the Board as set forth in Section 13.9.1 of this Article.

13.5 Personal Days

Individuals employed by the District twenty (20) or more hours per week shall be provided with two (2) personal days per year at full pay.

13.5.1 Written request shall, except in an emergency, be given to the Superintendent or his/her designee at least 24 hours prior to such leave.

13.5.2 Personal days may be used for activities of a personal nature that cannot be undertaken outside the workday. The Superintendent normally shall deny the request when the leave is to be used for vacation or recreational purposes or to avoid traveling on weekends or holidays.

13.6 Bereavement

13.6.1 Leave up to three (3) days at full pay shall be granted for death in the immediate family and grandchildren of the employee or spouse. This benefit would apply as many times in a school year as required.

13.6.2 One (1) bereavement day, at full pay, shall be granted annually for death outside the immediate family.

13.6.3 If requested, additional bereavement leave, without pay, may be approved by the Superintendent.

13.7 Jury Duty

An employee called as a juror will be paid the difference between the fee received for such service and his/her daily wage, based on the employee's regular daily rate.

13.8 Professional Days

Professional days, not otherwise provided for herein shall be at the sole discretion of the Superintendent or his/her designee.

13.9 General Provisions

Leaves for other reasons, paid or not paid, shall be granted at the discretion of the Board.

- 13.9.1 Leaves of absence may be extended by the Superintendent or designee. All requests for extension or renewals of leave will be applied for and granted in writing. Such requests shall be made prior to May 1.
- 13.10 The Association shall be granted two days per year with pay for the purpose of the Association President or his/her designee attending Association meetings which occur during the workday. The Association shall reimburse the School District for the cost of obtaining paraeducator substitutes on each such day.

## ARTICLE XIV

### Insurance

- 14.1 To the degree allowable under Section 125 of the IRS Code, employees will be allowed to designate up to \$2,500 of their salary to be deducted for the purpose of paying out of pocket medical expenses. Individuals may set up a Section 125 fund for dependent care. By Section 125 code, a dependent care fund may not exceed \$2,500 per individual or \$5,000 per couple. In the case of dependent care funds, current claims cannot exceed current employee contributions. Once designated, unused money may not be reclaimed by the employee (tax code requirement).
- 14.1.1 Claims for flexible medical accounts must have a date of service provided that coincides with the benefit year. The benefit year runs from July 1 to June 30. All claims for a benefit year shall be submitted no later than the September 28<sup>th</sup> after that benefit year ends (June 30).
- 14.1.2 For newly hired employees, the benefit year will begin with the first day of work.
- 14.2 Continuation of Health Benefits  
Any employee on an unpaid leave may opt to continue health benefits under the Insurance Article of this Agreement. Continuation is contingent upon the individual's advance payment of premiums to the District at the group rate.
- 14.3 Health Insurance  
Employees provided with health insurance during 1999-2000 shall continue to be eligible for the 1999-2000 District Plan for single, 2-person or family coverage which ever is appropriate.
- 14.3.1(A) For employees who work 35 or more hours per week, the Board agrees to pay the following portion of a single, 2-person or family Blue Cross/Blue Shield Comp 1000 (RX 10/20/45) or Blue Choice 2 Tier 20 (RX 10/20/45) or Matthew Thornton Blue 20 (RX 10/20/45) premium:
- |                  | <u>Single</u> | <u>2-Person</u> | <u>Family</u> |
|------------------|---------------|-----------------|---------------|
| Blue Choice      | 98%           | 96%             | 94%           |
| Comp 1000        | 95%           | 94%             | 93%           |
| Matthew Thornton | 98%           | 98%             | 98%           |
- 14.3.1(B) For employees who are employed for less than 35 hours, but at least 30 hours, per week, the Board agrees to pay 50% of a single Matthew Thornton HMO Blue 20 (RX 10/20/45) premium.

- 14.3.1(C) At any time, by mutual agreement of the Association and the Board, a joint labor-management committee shall meet to review cost-saving options for health insurance, including receiving and reviewing quotes from other carriers. The committee will include three members appointed by the Association and three members appointed by the School Board. If the committee is able to reach agreement on recommended changes, the committee's recommendations will be submitted to votes of the Association's and the School Board's full memberships for approval. If the recommendations would increase cost items, they also will be subject to voter approval. Approved changes shall be appended to the collective bargaining agreement.
- 14.3.2 An employee must enroll as a subscriber under the provisions of this Section in order to be eligible for benefits or contributions set forth herein.
- 14.3.3 Employees eligible for health insurance may "opt-out" of coverage. Employees who "opt out" may elect to participate in the benefit described in Article 14.4.
- 14.4 All members of the bargaining unit employed for less than thirty (30) hours, but at least twenty-five (25) hours, per week or who have opted out of coverage under Article 14.3.1 shall be eligible for a flexible medical account in the amount of \$3,100. The account may be used toward the purchase of the District medical or dental insurance plans or IRS allowables such as reimbursement for medical, dental, orthodontic, vision, auditory expenses and prescriptions.
- 14.4.1 Claims for flexible medical accounts must have a date of service provided that coincides with the benefit year. The benefit year runs from July 1 to June 30. All claims for a benefit year shall be submitted no later than the September 28<sup>th</sup> after that benefit year ends (June 30).
- 14.4.2 For newly hired employees, the benefit year will begin with the first day of work.
- 14.5 Employees provided with dental insurance during 1999-2000 shall continue to be eligible for the District Plan for single, 2-person or family coverage which ever is appropriate.
- 14.5.1 For thirty-five (35) or more hours per week employees, the District shall pay ninety (90) percent of the premium of single, 2-person or family dental plan. The District's Northeast Delta Dental plan includes 100% coverage of certain diagnostic and preventative services, 80% coverage of certain restorative services and 50% of certain prosthodontics services up to \$1,000 per person per contract year. Orthodontics are not covered.
- 14.6 Life Insurance  
Individuals employed by the District thirty-five (35) or more hours per week shall be provided with term life insurance of \$10,000. Premiums for the coverage shall be paid by the District.

## ARTICLE XV

### Notice of Employment

- 15.1 The district will provide, no later than June 1<sup>st</sup> each year, for continuing employees, a letter of agreement including the position, rate of pay, expected hours per day and days per year. Such notice indicates a reasonable expectation of re-employment.
- 15.2 Letters of agreement must be returned to the Superintendent no later than June 30<sup>th</sup>. If the employee fails to do so, he/she will be assumed to have resigned voluntarily.

## ARTICLE XVI

### Miscellaneous Provisions

#### 16.1 Savings & Separability Clause

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid 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.

#### 16.2 Printing of Agreement

A draft of the Agreement shall be printed by the District and presented to the Union President within thirty (30) days of any meeting funding said Agreement.

16.2.1 Copies of this Agreement shall be printed at the equally shared expense of the parties within thirty (30) days after the Agreement is signed and will be distributed to all employees now employed and/or hereafter employed by the Board. The parties shall mutually select the source of printing of the Agreement.

## ARTICLE XVII

### Notice Under Agreement

17.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Inter-Lakes School Board Chairman directly or, Inter-Lakes School Board c/o Superintendent of Schools.

17.2 Whenever written notice to the Inter-Lakes Support Staff Association is provided for in this Agreement, such notice shall be addressed to the President of the Inter-Lakes Support Staff Association at the then current address.

## ARTICLE XVIII

### Vacancies

18.1 Notices of vacancies for bargaining unit positions will be posted on the official bulletin board in the school and on the district web site.

18.2 Minimally, such notices shall contain the following:

1. date of posting,
2. title of the position,
3. location of the work, when determined,
4. name of the person to whom the application is to be submitted and,
5. the closing date by which time the application must be submitted.

ARTICLE XIX

Duration

- 19.1 The School Board and the Association agree that this Agreement and its provisions have been ratified by both parties. This Agreement shall become effective on July 1, 2013. This Agreement shall continue in force and effect until June 30, 2014.
- 19.2 The parties agree that negotiations for a new Agreement shall take place in accordance with RSA 273-A and shall take place prior to termination of this Agreement.

Dated at Meredith, New Hampshire, the 21<sup>ST</sup> day of MAY, 2013.

Inter-Lakes School Board

Howard H. Cunningham  
Richard E. Harmon

Inter-Lakes Support Staff Association

Doreen Williams  
Cynthia Esperance

APPENDIX A

Grievance Report Form

Grievance No. \_\_\_\_\_

Inter-Lakes School District

To: \_\_\_\_\_

Complete in triplicate with copies to:

1. Principal
2. Superintendent
3. Union

---

School: \_\_\_\_\_ Name of Grievant: \_\_\_\_\_ Date Filed: \_\_\_\_\_

Level A

Date of Grievance:

1. Statement of Grievance (be sure to include the specific violation or condition with proper references to the contract agreement):

2. Relief Sought:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Answer given by Principal:

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Level B**

Date received by Superintendent (or designee):

Answer given by Superintendent (or designee):

Signature \_\_\_\_\_ Date \_\_\_\_\_

---

**Level C**

Date received by School Board:

Answer given by School Board:

Signature \_\_\_\_\_ Date \_\_\_\_\_

APPENDIX B  
LETTER OF AGREEMENT

STATE OF NEW HAMPSHIRE  
SCHOOL ADMINISTRATIVE UNIT #2

This letter of agreement is made by and between the Inter-Lakes School District of the State of New Hampshire and \_\_\_\_\_ (hereinafter called the Paraeducator).

1. Inter-Lakes School District hereby agrees to employ the Paraeducator, and the Paraeducator agrees to serve under the direction of the Superintendent of Schools, as a Paraeducator for \$\_\_\_\_\_ per hour (Step "X", Track "X"), based upon Appendix D, Wage Schedule, plus Paraeducator certification differential of \$\_\_\_\_\_, plus Wilson Reading certification differential of \$\_\_\_\_\_, plus speech/language assistant differential of \$\_\_\_\_\_, totaling \$\_\_\_\_\_ per hour.
2. Subject to paragraph 8, the term of this contract shall begin \_\_\_\_\_ and end \_\_\_\_\_.
3. Subject to paragraph 8, the Paraeducator's contract is for \_\_\_\_\_ hours per day for \_\_\_\_\_ days. If the Paraeducator completes all such hours and days, the Paraeducator's annual wages will be \$\_\_\_\_\_.
4. The hours of employment may change subject to the continued attendance and team-determined needs of the assigned student(s) as indicated by I.E.P.(s) upon the approval of the Superintendent.
5. The wages shall be paid in bi-weekly installments commencing on \_\_\_\_\_, less any deduction required by federal or state law, proper deductions for loss of time and other deductions agreed to by both parties and authorized by the Paraeducator. (Reference Article 8.3 of the collective bargaining agreement.)
6. This contract is contingent upon grant approval if the Paraeducator's position is wholly or partially funded by one or more grants.
7. Benefits and terms under this contract are subject to the Master Agreement between the Inter-Lakes Support Staff Association and the Inter-Lakes School Board.
8. The School District or the Paraeducator may terminate this contract by giving fourteen (14) days written notice to the other party.
9. The Paraeducator shall sign and return one copy of this Agreement to the Superintendent of Schools no later than June 30.

\_\_\_\_\_  
Paraeducator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Date

## APPENDIX C EVALUATIONS

### Support Staff Evaluation Process

The purpose of support staff evaluation is to improve their performance and provide a written record of their efficiency and/or areas of concern. The following process has been developed to guide the use of the Support Staff Evaluation Instrument.

It is an administrator's responsibility to complete the evaluation process.

Administration will designate the employee's immediate supervisor. No more than two immediate supervisors will be designated. This shall be determined by the first student day of school. If assignments are changed or changes in staffing require a new assignment, the supervisors will be designated in a timely manner. For the purpose of this document, the term *Immediate Supervisor(s)* is the individual who oversees and coordinates assignments of the employee. The immediate supervisor has no administrative/evaluative responsibilities except when the immediate supervisor is the administrator.

**By October 15<sup>th</sup>**, an initial meeting will be held between the administrator, the employee and the immediate supervisor(s). At this meeting, the roles and responsibilities of the employee are discussed and goals are set, reviewed and modified as needed. The evaluation process and form is reviewed and all participants have an opportunity to offer information pertinent to the process.

Throughout the year, goals may be reviewed and modified as needed. If an employee assignment changes during the year, a new "initial meeting," as described in the previous paragraph, will be held.

The immediate supervisor(s) provides guidance and instruction to accomplished job responsibilities. It is the responsibility of the immediate supervisor to provide feedback and assistance as needed. Unresolved concerns will be brought promptly to the attention of the administration. These concerns shall be addressed in a meeting involving all parties and will be held in a timely manner.

**By March 1<sup>st</sup>**, a thirty-minute (or equivalent period of time worked out ahead of time with the employee) observation will be conducted. Within a week of the observation, a verbal post-observation conference will be held with the administrator. Additional observations may be scheduled as needed. Areas of concern will be documented and a copy will be provided to the employee.

**On April 1<sup>st</sup>**, a self-assessment will be distributed to the employee for completion.

**Beginning April 1<sup>st</sup>**, the administrator will seek feedback from the immediate supervisor(s) regarding the employee's performance. The administrator will not use feedback that has not been shared with the employee in a timely manner.

**By April 15<sup>th</sup>**, the self-assessment will be completed and returned to the administrator.

**By May 15<sup>th</sup>**, a written evaluation will be completed and a conference will be held with the employee. The employee will sign the evaluation indicating only that the report has been read and does not necessarily agree with its content. The employee may submit a written response to be included with the file copy of the evaluation. Following the evaluation conference, the evaluation will be submitted to the Superintendent.

**By June 1<sup>st</sup>**, contracts for the following year will be offered to returning staff.

**By June 30<sup>th</sup>**, contracts will be returned to the Superintendent. Contracts not returned by this time will indicate a voluntary resignation.

All employees shall receive annually a Support Staff Handbook and a Teacher Handbook. The Support Staff Handbook shall include a copy of the Support Staff Evaluation Process, Evaluation Tool and Job Descriptions. Employees shall sign that they have received these documents.

Standards are found in the individual job description and the performance appraisal instrument.

Does not meet expectations	0 points
Inconsistently meets expectations	1 point
Consistently meets expectations	2 points
Consistently exceeds expectations	3 points

Explanatory comments are required for scores of "0" and "1".

Every employee has the opportunity to score "consistently exceeds expectations" on every criterion, with the exception of criteria A-3, "Confidentiality," which is scored either "does not meet expectations" (0 points), or "consistently meets expectations" (2 points).

A plan of improvement will be mutually developed by the employee and supervisor at any time during the school year for any area the supervisor concludes the employee inconsistently meets expectations or does not meet expectations.

APPENDIX C-1

SUPERVISOR/EVALUATOR ASSIGNMENT

TO:

FROM:

RE: Your Immediate Supervisor and Evaluator for (*Enter School Year*)

DATE:

As per the Inter-Lakes Support Staff Evaluation Procedure, this memo is written to inform you that your immediate supervisor for your present assignment during the (*enter school year*) school year is: \_\_\_\_\_ . The administrator responsible for completing your annual evaluation is: \_\_\_\_\_ .

We will be meeting sometime before October 15<sup>th</sup> to discuss how things are going, set goals for the year, and address any questions or concerns you or your immediate supervisor may have. If you have questions in the meantime, please let me know.

Thanks.

Please sign below to indicate that you have received copies of the support staff and teacher's handbooks.

Paraeducator: \_\_\_\_\_

APPENDIX C-2

SUPPORT STAFF GOAL SETTING FOR PROFESSIONAL DEVELOPMENT FORM

*(PLEASE COMPLETE WITH ADMINISTRATOR BY OCTOBER 15<sup>th</sup>.)*

Name/Assignment \_\_\_\_\_

1. Please list professional growth goal(s) for the current year.

2. How do you plan to achieve your goal(s)? Please check as many as apply.

- Workshops/Conferences
- Courses
- Professional Reading
- District In-Service
- Professional Learning Group
- Other - Please describe:

Signature of Paraeducator: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

APPENDIX C-3

SUPPORT STAFF SELF ASSESSMENT FORM

*(PLEASE RETURN TO YOUR EVALUATOR BY APRIL 15<sup>TH</sup>.)*

Name/Assignment \_\_\_\_\_

- \_\_\_\_\_ Please check if you are currently State certified as a Paraprofessional I
- \_\_\_\_\_ Please check if you are currently State certified as a Paraprofessional II
- \_\_\_\_\_ Please check if you currently hold a Wilson Reading certification and are assigned to provide direct Wilson Reading instruction to students

1. Please list what you feel to be your work-related accomplishments for the current year.

2. Please feel free to add any additional comments relative to your self assessment.

Signature of Paraeducator: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX C-4**

**INTER-LAKES SCHOOL DISTRICT SUPPORT STAFF EVALUATION FORM**

Name \_\_\_\_\_ Date \_\_\_\_\_

Position \_\_\_\_\_ Fiscal Year \_\_\_\_\_

For the purpose of this instrument, support staff is defined by the master agreement between the Inter-Lakes School Board and the Inter-Lakes Support Staff Association.

**Description and Point Value of the Evaluative Terms  
Total Possible Points = 59**

Does not meet expectations	0 points
Inconsistently meets expectations	1 point
Consistently meets expectations	2 points
Consistently exceeds expectations	3 points

Explanatory comments are required for scores of "0" and "1"

Every employee has the opportunity to score "Consistently exceeds expectations" on every criterion, with the exception of criteria A-3, "Confidentiality," which is score either "Does not meet expectations" (0 points), or "Consistently meets expectations" (2 points).

A plan of improvement will be mutually developed by the employee and supervisor at any time during the school year for any area the supervisor concludes the employee inconsistently meets expectations or does not meet expectations.

**PERFORMANCE AREA**

**A. Job Performance**

- A-1 Supervises students in an appropriate manner \_\_\_\_\_
  - A-2 Establishes priorities, but maintains flexibility when situations warrant change \_\_\_\_\_
  - A-3 Maintains confidentiality (a score of "2" or "0" is required) \_\_\_\_\_
  - A-4 Works efficiently to complete tasks \_\_\_\_\_
  - A-5 Demonstrates appropriate knowledge base and skill level required \_\_\_\_\_
  - A-6 Performs at a professional level which reflects positively on the operations of the school \_\_\_\_\_
  - A-7 Responds appropriately to challenges and unforeseen circumstances \_\_\_\_\_
  - A-8 Communicates in a timely manner with staff, supervisor, or administrator, as appropriate, any concerns, questions, or problems that arise \_\_\_\_\_
- Sub Total \_\_\_\_\_

**B. Initiative**

- B-1 Identifies potential problems and effectively participates in solutions \_\_\_\_\_
  - B-2 Within the scope of assignment, is a self-starter, is eager to undertake new tasks, and seeks more productive ways to do things \_\_\_\_\_
  - B-3 Demonstrates the ability to carry out assignments independently \_\_\_\_\_
- Sub Total \_\_\_\_\_

INTER-LAKES SCHOOL DISTRICT SUPPORT STAFF EVALUATION FORM - Page 2

C. Dependability

- C-1 Meets deadlines and schedules \_\_\_\_\_
- C-2 Maintains a good record of attendance and punctuality \_\_\_\_\_
- C-3 Carries out assignments accurately and in a timely manner \_\_\_\_\_

Sub Total \_\_\_\_\_

D. Interpersonal Skills

- D-1 Works cooperatively and collaboratively with others \_\_\_\_\_
- D-2 Maintains a positive and professional attitude \_\_\_\_\_
- D-3 Demonstrates positive and courteous interactions with supervisor(s),  
staff, students, and the public \_\_\_\_\_
- D-4 Voluntarily works to support and help others \_\_\_\_\_
- D-5 Constructively expresses ideas and listens with understanding \_\_\_\_\_

Sub Total \_\_\_\_\_

E. Professional Growth

- E-1 Participates in activities relevant to the specific job expectations  
and demonstrates a desire to improve job skills \_\_\_\_\_

Sub Total \_\_\_\_\_

**TOTAL** \_\_\_\_\_

COMMENTS:

INTER-LAKES SCHOOL DISTRICT SUPPORT STAFF EVALUATION FORM - Page 3

Recommendation:      \_\_\_\_\_ Rehire                      \_\_\_\_\_ Not Rehire

Evaluator \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

I have reviewed this evaluation and discussed its contents with the evaluator. My signature means that I have been advised of my performance and have been given the opportunity to make comments, but does not necessarily imply agreement with the evaluation or the contents.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Employee may attach written comments that will become part of the permanent record of this evaluation.

APPENDIX D

2013 - 2014 WAGE SCHEDULE

Prior Years of Credited Service	"N" No Degree	"A" Associates Degree	"B" Bachelors Degree	"M" Masters Degree
0	\$10.68	\$11.18	\$11.68	\$12.18
1	\$10.88	\$11.38	\$11.88	\$12.38
2	\$11.08	\$11.58	\$12.08	\$12.58
3	\$11.28	\$11.78	\$12.26	\$12.78
4	\$11.48	\$11.98	\$12.48	\$12.98
5	\$11.68	\$12.18	\$12.68	\$13.18
6	\$11.88	\$12.38	\$12.88	\$13.38
7	\$12.08	\$12.58	\$13.08	\$13.58
8	\$12.28	\$12.78	\$13.28	\$13.78
9	\$12.48	\$12.98	\$13.48	\$13.98
10	\$12.68	\$13.18	\$13.68	\$14.18
11	\$12.88	\$13.38	\$13.88	\$14.38
12	\$13.08	\$13.58	\$14.08	\$14.58
13	\$13.28	\$13.78	\$14.28	\$14.78
14	\$13.48	\$13.98	\$14.48	\$14.98
15	\$13.68	\$14.18	\$14.68	\$15.18
16	\$13.88	\$14.38	\$14.88	\$15.38
17	\$14.08	\$14.58	\$15.08	\$15.58
18	\$14.28	\$14.78	\$15.28	\$15.78
19	\$14.48	\$14.98	\$15.48	\$15.98
off	\$0.70 increase over 2012-13 wage			

## SIDE LETTER #1

### Health Insurance for Retirees

The School District's Early Retirement Policy #4112.3 shall not apply to members of this bargaining unit, except that full-time employees who completed ten (10) or more school years of service to this School District as of June 30, 2005 shall be grandfathered to receive the benefits in School District Policy #4112.3 (below), provided they meet the eligibility requirements set forth in that policy when they retire and provided that they do not receive health insurance from another employer after they retire from this School District's employment.

## PERSONNEL

4112.3

### Retirement Benefits for Non-Teaching Staff

The following retiring District employees: administrators, custodians, secretaries, office managers, food service personnel and educational assistants, shall have their health and dental benefits continued with the following provisions:

Pursuant to the New Hampshire Retirement System policies, employees retiring from the Inter-Lakes School District must have a combination of years of service and age to equal a total of 70. To receive this benefit, employees must meet a minimum age requirement of 55 and a minimum years-of-service requirement to the Inter-Lakes School District of ten (10).

Employees must be employed by the District at the time of retirement, qualify for District contribution to the health plan and be actively enrolled in the health plan. Retiring employees may elect to pay the difference between a two-person plan and a family plan.

If retirement is due to a medical disability, the above age requirement may be disregarded as long as the employee has at least 10 years of service to the District.

Rewritten: 09/97  
Rewritten: 10/97  
Approved: 10/14/97  
Revised: 10/10/00  
Approved: 12/12/00