

SIDEBAR AGREEMENT BETWEEN THE  
CHESTERFIELD SUPPORT STAFF & THE CHESTERFIELD BOARD OF EDUCATION

The Chesterfield Support Staff Association and the Chesterfield School Board mutually agree to the following sidebar agreement:

The Agreement dated July 1, 2014 to June 30, 2017, is hereby mutually agreed to be amended effective as of the date signed by both parties, to clarify current contract language. The parties acknowledge that the articles listed below should be modified as follows (changes are in bold):

**ARTICLE I  
RECOGNITION**

- 1.1 For purpose of collective negotiations, the Board recognizes the Association as the exclusive representative of all employees of the Chesterfield School District during the term of this Agreement. The term "Employee" shall include all those employees of the Chesterfield School District as described by the PELRB with amendments.
- 1.2 Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to employees represented by the Association in the negotiating unit as defined in Section 1 of this Article and reference to male employees shall include female employees.
- 1.3 **Employee Status**
- a. **Calendar Year Employees: Employees working a minimum of 37.5 regularly scheduled hours per week and fifty-two (52) weeks per fiscal year (In accordance with Article 6.1: b).**
  - b. **School Year Employees: Employees working a minimum of 30 regularly scheduled hours per week and one hundred eighty-six (186) days per fiscal year (In accordance with Article 6.1: c).**
  - c. **Part-Time Employees: Employees working less than 30 regularly scheduled hours per week.**
- 6.1 a. For purposes of this Agreement, the period of service for school year employees shall not exceed the number of instructional days for students plus **six (6)**, two (2) of which would be at the beginning of the year, **four (4)** of which would be at the discretion of the administration; the parties shall meet and confer as to content and the Association may recommend content or programming appropriate to address support staff professional development goals. Administration will make the final determination concerning the use of these **four** days. In any event, the Superintendent shall make the final determination, both as to content and number of days, except that the number of days may not exceed **six (6)**. Except in emergency situations, the Principal shall notify support staff personnel no less than two (2) weeks prior to the date of the non-instructional day whether the staff member is required to attend.

b. Calendar year employees shall work not less than thirty-seven and one-half (37.5) hours per normal work week and fifty-two (52) weeks per fiscal year.

c. School year **classroom/student aides** shall work not less than thirty (30) hours per normal work week and one hundred eighty-six (186) days per fiscal year. School year **classroom/student aides** may agree to work beyond one hundred eighty-six (186) days and shall be paid at the correct hourly rate of pay.

d. The first thirty (30) days of employment shall be considered a trial period to permit the Board to determine a new employee's fitness and adaptability for the work required. This time period may be extended another thirty (30) days by the Board. The Board may discharge any probationary employee without such discharge being subject to the Grievance & Arbitration Procedure of this Agreement.

6.2 Overtime shall be compensated as follows:

- a. Hours worked in excess of forty (40) hours per week shall be compensated at one and one half (1-1/2) times the employee's regular rate of pay. No overtime shall be granted without prior written approval of the principal or building administrator.
- b. 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.
- c. In the event the employer offers compensatory time off in lieu of overtime payment, the election of compensatory time or pay shall be the employee's.
- d. In the event an employee is required to work a holiday, payment for all hours worked shall be at two (2) times the employee's regular rate of pay.
- e. In the event an employee is required to work on weekends for a non-school function, he/she shall be paid at one and one half (1-1/2) the employee's regular rate of pay. This provision does not apply to employees whose regular work schedules include weekend work.

6.3 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 classification or if it creates a new classification, it shall notify the Association of its intent at least thirty (30) days prior to the implementation of the change or new classification. The president of the Association may submit recommendations to the Superintendent about the pending job descriptions. The parties may agree to shorten this time period by mutual agreement or in case of an emergency.

6.4 The Board agrees that each employee will have an unpaid uninterrupted, duty-free lunch period of at least thirty (30) minutes in duration. In the event that an employee is required to work during his lunch period or part thereof, he shall be paid at the appropriate hourly rate. Employees may leave the premises during their lunch but shall let the office know they have left the grounds.

## 6.5

- a. In the event an employee's position becomes eliminated or changed (regardless of the reason), he shall be given consideration for any open and unfilled position which may then be available, provided he has applied and is qualified to perform the work.
- b. Any such employee shall be required to submit a written request for consideration under this Section. Such request shall set forth the open, desired position and the employee's qualifications.
- c. The Board shall notify the involved employee if it contemplates a change in the assignment of an employee as set forth in his/her contract and if the employee objects to the reassignment, the administration agrees to meet with the employee within ten (10) days of receipt of notification to consider the employee's concerns and possible alternatives. In the case the reassignment is refused, such a refusal shall constitute termination of employment without prejudice.
- d. Vacancies (including summer tutorial work) will be posted for a minimum of ten (10) days except in cases of emergency, existing employees will be granted priority for employment to fill vacancies provided they are the more qualified applicants.

## 6.6

It shall be the policy of the Chesterfield School District to use fair and consistent procedures in the event a reduction in force becomes necessary. In all cases, reduction of the staff will be done with the best interests of the students in mind as well as budgetary restraints which may be present at the time. Reduction in staff shall only occur after a careful assessment has been completed with all other reasonable possible options considered.

- a. The Board retains the sole and exclusive right to determine the need for and magnitude of a reduction in staff.
- b. The Board shall notify the Association of any planned reduction in staff and agrees to make available to the Association any financial or other data relating to the reduction.
- c. When reduction in staff becomes necessary the following factors shall be determinative and in this order:

**1. The group shall first be separated by time classification into three groups;**

- a. **Calendar-year Employees**
- b. **School-year Employees**
- c. **Part-time Employees.**

**2. The group shall be further divided into the following classifications;**

- a. **Classroom/Student Aides**
- b. **Grant funded Aides (e.g. Title I)**
- c. **Instructional Aides (Library Aide, etc.)**

- d. **Food Services Lead**
- e. **Food Services Workers**
- f. **Custodial Staff**
- g. **Administrative Support Personnel (i.e. Receptionist, Admin Asst. to Nurse, etc.)**

3. Program needs and the employee's ability to meet those needs.

4. Employees with documented performance issues will be the first to be subject to reduction in force. "Employees with documented performance issues" include:

a. Employees on a written performance improvement plan in the twelve (12) months preceding a reduction in force.

b. Employees whose employment record within twenty-four (24) months preceding a reduction in force reflects a pattern of marginal or unsatisfactory performance, as evidenced by significant disciplinary action or a series of less than satisfactory evaluations.

5. Employees having the most seniority shall be placed in the remaining positions provided it can be demonstrated their ability to perform the work is relatively equal.

6. The staff shall be reduced in the reverse order that employees were hired in the school district.

7. Employees hired on the same date shall be let go by lot if both are qualified to do the same work.

8. Full-time employees will not be let go when the needs giving rise to reduction in staff can be met by the termination of a part-time employee.

9. For a period of one (1) year following a reduction in force, should a vacancy occur, employees shall be considered for the opening(s) in the reverse order of the original reduction; i.e., last let go shall be first returned providing they are qualified for the opened position(s). It shall be the responsibility of the employee to promptly notify the Human Resources Office of any changes in his or her current address.

6.7 The Association agrees to submit to the Board, for its consideration, suggestions for the school calendar on or before November fifteenth (15th) of the preceding year. The Association will also be given an opportunity to provide input, and meet and confer, in instances where the school calendar may require or undergo modification during the school year. The Board shall have the

right to establish the school calendar and to make appropriate changes at any time, and such action by the Board shall not be subject to the grievance procedures of this Agreement.

6.8 The Chesterfield School District agrees to set aside \$8,000 annually for the purpose of funding staff development, including but not limited to college and vocational courses, workshops and seminars, as follows:

a. For the reimbursement to staff for staff development costs pursuant to the policies and procedures currently in force or as may hereafter be amended for the Chesterfield School District.

b. For the reimbursement to staff of college and vocational courses provided that said reimbursement shall be for tuition only and shall be at a rate not to exceed four (4) credit hours at the University of New Hampshire rate per year, and on the further condition that the participant receive a grade of B or better.

c. To pay the costs of an employee's participation in any workshop, seminar or similarly educationally related program which activity shall have been approved by the Principal and the Superintendent of Schools, or his/her designee, and which directly relates to the employee's job within the Chesterfield School District. Reimbursement shall be for tuition or registration costs only.

d. The Association shall have the right to submit for group workshops, courses, and seminars including related materials associated with approved activities. The Association may apply for up to \$2,500 of the total funds allocated under section 6.8 annually. The Association shall be subject to the same requirements as an individual member under this section except for the initial amount accessible and the ability to apply for materials associated with the group activity. Group activities shall mean greater than three (3) members participating. The District shall recognize the President of the CSSA as having the authorization to apply for these funds.

e. The Chesterfield School Board shall post staff development opportunities in the staff lounge and will encourage SAU 29 to forward all relevant staff development opportunities to Chesterfield School in a timely manner.

Procedure for Applying for Reimbursement:

Employees shall apply in advance for reimbursement and may apply in anticipation of programs to be attended in advance, including during the summer school break.

Payments: If application is made forty (40) days prior to the anticipated start of the program and otherwise qualifies, payment will be made to the employee in advance of the attendance date.

Employees must provide the administration with certification of attendance (such as a dated receipt) and participation at the full program within thirty (30) days of the completion of the program. Failure to provide such certification shall result in the obligation of the employee to repay any advance payments under this program.

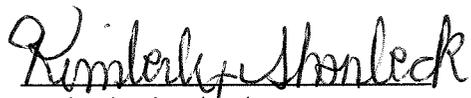
Failure to repay an advance payment upon request shall result in the School District withholding the balance of repayment from any future payments due the employee from any source.

Allocation of Funds: Funds will be allocated on a first come, first-serve basis, provided that no employee shall receive more than \$650 in each year of the contract except as outlined below.

Allocation of Unused Funds: In the event at the end of any fiscal year there are funds that have not been applied for, any employee who has qualified expenses that exceed the set forth above limitation may apply for an additional grant. In the event there are applications for additional grants in excess of the funds available, the funds will be paid on a pro-rata basis.

- 6.9 Employees shall be notified of their anticipated work assignments for the upcoming school year no later than August first (1st). Anticipated assignments are subject to change.
- 7.1 The Compensation Plan and its application are set forth in Appendix A attached hereto.
- 7.2 Calendar and School Year** Employees shall receive a retirement stipend equal to one and one-half percent (1.5%) of the current year's salary. The stipend shall be payable during the month of June for the current fiscal year. The retirement stipend will be subject to normal taxation as part of the employee's compensation.
- 7.3
- a. New employees and any current employees covered under this agreement, shall be placed on the salary schedule at a level equal to one (1) step for every two (2) years of non-school experience in a like field as well as experience in an educational setting with like experience as determined by the District's Human Resources Office. Advance placement shall be applied at a maximum of three (3) steps and/or a maximum of six (6) years' experience will be considered. Any employee who returns to district employment after a break in service of one (1) year or less shall be returned to the step at which he/she left or to a step reflecting additional experience, whichever is greater.
  - b. A year of service will be prorated using full-time equivalents for part-time work. A partial year of experience will be rounded up to whole year when it is equal to more than fifty percent (50%) of a year and will be rounded down when it is equal to fifty percent (50%) and less of a year.
  - c. Timely arrangements will be made by the association for all current employees to submit adjustments to their employment applications regarding unreported, previously unnecessary experience that is relevant to advanced placement consideration.

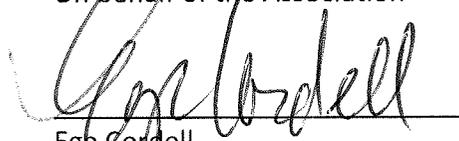
Executed by:

  
Kimberly Shonbeck  
On behalf of the Association

9/19/16  
Date

  
Lorraine DiGeronimo  
On behalf of the Association

9/19/16  
Date

  
Ege Cordell  
On behalf of the Chesterfield Board of Education

9/19/16  
Date