

MASTER AGREEMENT

Concord School District

and

Concord Educational Assistants Association (CEAA)

2015-2018

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I. **AGREEMENT**

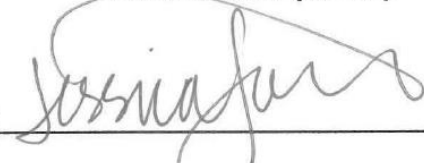
- a. Agreement, made and entered into between the Concord School District (the District) and the Concord Educational Assistants Association (the Association or CEAA) shall be in force for the years beginning September 1, 2015, and ending August 31, 2018. It will be renewed annually from September 1 of each year to August 31 of the following year (the termination date) unless one of the parties has notified the other in writing on or prior to the 1st of April preceding the termination date for that year that it will not agree to another renewal. Termination of this Agreement shall not be construed as limiting or modifying rights or benefits granted the Association or any employee by RSA 273-A or other applicable law.
- b. The provisions of the Agreement are severable, and if any provision is found to be unlawful by any court of competent jurisdiction for any reason, it shall not affect the validity or enforceability of the remaining provisions of the Agreement.

Concord School District

By: 
Clint Cogswell *Vice president*
School Board President

Date: 6/15/15

**Concord Educational Assistants
Association (CEAA)**

By: 
Jessica Jordan
CEAA President

Date: 6/1/15

II. **RECOGNITION**

a. Association

- i. The District recognizes the Association as having been certified by the New Hampshire Public Labor Relations Board (PELRB) pursuant to RSA 273-A, as the exclusive representative of the bargaining unit consisting of Instructional and Non-Instructional Assistants, and Program Assistants in the District.

b. Association Rights

- i. So long as this Agreement remains in effect, prior to each District Board meeting, the District will provide the Association president with the agenda and the place of the meeting.
- ii. The District agrees that all employees within the bargaining unit shall have full freedom of association and self-organization and shall be free from coercion, interference, discrimination, or reprisals by the District by reason of membership in the Association or the exercise of their rights under RSA 273-A. This Agreement shall not be interpreted as divesting the New Hampshire Public Employees Labor Relations Board (PELRB) of any jurisdiction conferred by RSA 273-A.
- iii. The Association will have the right to post notices of its activities and matters of concern and interest to Assistants, and to have the use of the school mailbox system and any electronic communications systems.
- iv. Representatives of the Association shall be permitted to transact Association business on school property at reasonable times.
- v. At any District-wide meeting of Assistants, the Association shall be given the opportunity to distribute reports and announcements, provided that such activity is scheduled by the District or its agents, and that such activity does not interfere with the orderly conduct of the District's business.
- vi. At the beginning of every school year, the Association will be credited with thirty (30) hours to be used by employees who are officers of the Association. Such use, with pay, will be at the discretion of the Association, and shall not be for less than one hour, and the Superintendent will be notified no less than twenty-four (24) hours prior to the use of such time. This time will not be treated as time described in RSA 273-A:11, II.

- c. Definitions - *(Depending on the instructional needs of the District, the School Board, as its sole discretion, may add to or delete positions from this list).*

- i.* School -- means any work location.
- ii.* Non-Instructional Assistant -- means those assistants who work in the elementary cafeteria, on the playground, and/or assist with clerical duties.
- iii.* Instructional Assistant -- means those assistants who assist:
 - 1. Classroom Teachers;
 - 2. In the supervision of study halls, cafeteria, and playgrounds;
 - 3. Special Education Teachers;
 - 4. Individual students with IEP's;
 - 5. In the operation, repair, and use of audio-visual material and equipment and library/ media center(s);
 - 6. In providing health services;
 - 7. In the Advance Program;
 - 8. In a 3R Program
- iv.* Program Assistant -- means any position so designated by the School Board.
- v.* Autism - means any position so designated by the School Board in the exclusive assignment of working with autistic/behavioral students.
- vi.* CEAA Representative -- means Concord Educational Assistants Association Representative.
- vii.* Assistant -- means Instructional Assistants, Non-Instructional Assistants, and Program Assistants.
- viii.* New Position -- When new positions are created which have duties similar to those performed by assistants, the District agrees to meet with the Association, in negotiations, for the purpose of recognizing such new positions in the CEAA bargaining unit.
- ix.* "Temporary Employee" -- includes all personnel hired by the District on a temporary basis for a period of six months or less for positions with students new to the District or with students newly identified or coded, or contingent positions. The District reserves the right to hire temporary employees for six months or less who shall not become members of the bargaining unit. Thereafter, temporary employees shall be provided with benefits in accordance with this Agreement for the duration of their employment or of the defined period of their employment. Temporary employees who have served six (6) months outside the bargaining unit shall have their seniority calculated from their original date of continuous service to the District if they are employed by the District without any break in service at the conclusion of their service as a temporary employee. The District may also hire replacement employees for a defined period of employment in accordance with Article VIII, i.

d. Dues Reduction (Fair Share)

- i.* The School Board agrees to deduct from the salaries of its employees, union dues or fair share fees for the Concord Educational Assistants Association, National Education Association-New Hampshire, and the National Education Association, as said certified employees individually and voluntarily authorize the District to deduct and to transmit the monies promptly to such Association or Associations. Assistant's authorization will be in writing in the form set forth in Appendix H.
- ii.* Although it is agreed that Association membership is not a mandatory condition of employment, employees covered by this Agreement shall be required to pay Association dues or a fair share fee in an amount not to exceed the Association dues for the purpose of administering the provisions of this Agreement. Employees have the right to object to payment of a fair share fee and the Association shall justify what portion of the service fee may constitutionally be collected from an objecting employee. The Association agrees not to threaten, harass, intimidate or coerce employees into becoming members of the Association or paying a service fee.
- iii.* The Association will certify to the District, in writing, the current rate of its Association membership dues or service fee. If the Association changes the rate of its membership dues or service fee it will give the District thirty (30) days written notice prior to September 1 of the year of such change.
- iv.* Deductions referred to in Section 1 above will begin within thirty (30) days of the District's receipt of authorization from the employee.
- v.* The Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct Association dues or a service fee, along with copies of their signed authorizations permitting the deduction. Any employee desiring to have the District discontinue deductions he/she has previously authorized, or desiring to use another method of payment, must notify the District and the Association concerned in writing sixty (60) days prior to the beginning of the school year.

- vi.* The Association shall indemnify, defend, and hold harmless the District against any and all claims, demands, suits, legal costs or other forms of liability (monetary or otherwise) arising out of or by reason of any action taken or not taken by the District for the purpose of complying with the provisions of this Article.
- vii.* Deductions referred to in Section 1 above will begin on the first payday of each school year. The District will not normally honor any authorizations that are delivered later than November 1, excluding new members of the Association. Up to three (3) exceptions per year will be granted when requested in writing by the Association.

e. Employee Rights

- i.* The District recognizes each employee's rights as a citizen or resident of the United States of America.
- ii.* Employees who are lawfully subpoenaed or requested to serve on jury duty will receive their regular pay from the District. An employee who receives compensation for jury duty, or as a result of such subpoena, will remit such compensation to the District.

f. Employment

- i.* An Assistant will not be expected to work beyond the number of hours agreed to in his/her individual contract with the District. However, if any Assistant and Principal/Supervisor mutually agree to additional hours of work, such hours will be considered overtime and compensated at the following rate:
 - 1. Up to and including forty (40) hours per week will be the normal hourly rate.
 - 2. Over forty (40) hours per week will be one and one-half (1 1/2) times the normal hourly rate.
- ii.* All Assistants will be given a job description outlining their duties when they are issued their individual contracts for the coming school year.

- iii.* The District shall make all reasonable efforts to issue contracts for Assistants for the forthcoming school year, as early as possible. Except in unusual circumstances, contracts for known positions will be issued no later than June 1st.
- iv.* Assistants shall not be assigned to duties beyond those contained in their job description unless voluntarily agreed to.
- v.* Should an Assistant be temporarily assigned to duties compensated at a rate lower than those contracted for, such Assistant shall not be reduced in pay but shall continue at their current higher rate of pay.
- vi.* Assistants will be guaranteed one uninterrupted half (1/2) hour duty-free lunch break period without pay.
- vii.* If a Principal determines that a substitute is required, and if an Assistant is qualified and employed as a substitute teacher, compensation will be at the usual substitute rate, or Educational Assistant per diem rate, whichever is higher. Prior to an assignment, every effort will be made to consider the needs of the Assistant in light of the needs of the District. Administration maintains the right to make assignments.
- viii.* If positions of employees covered by this Agreement are reclassified in a manner that reduces the wage levels applicable to that position, no person who is employed by the District as of the effective date of this Agreement, will have his/her compensation reduced so long as he/she occupies the reclassified position for the remainder of the school year.
- ix.* Upon request, an Assistant will have his/her Supervisor(s) designated.
- x.* The District will pay all bargaining unit members up to three (3) hours at their regular rate of pay to attend opening day (the day prior to students reporting).

g. Fair Treatment

- i.* Notification of Deficiencies

1. The Administrator shall promptly notify an Assistant in writing of any alleged deficiencies, indicate expected correction, and indicate a reasonable period for correction. In the event that a deficiency could result in termination of employment, copies of any notice to the Assistant shall be promptly forwarded to the Association. (See Appendix J - CEAA Notice of Deficiency)

ii. Right to Representation

1. Prior to any meeting, an Assistant shall receive notice and at all times shall be entitled to a representative of the Association when being reprimanded, warned, or disciplined for any infraction of rules, delinquency in performance, or allegation of such. No action shall be taken with respect to the Assistant until such representative of the Association is present.

iii. Due Process

1. No Assistant shall be discharged, non-renewed, suspended, disciplined, reprimanded, reduced in rank or compensation, or deprived of any benefit without just cause. All information forming the basis for disciplinary action will be made available to the Assistant and the Association.
2. Any complaint regarding an Assistant made to any member of the Administration by a parent, student, or other person that may be used in any evaluative manner shall be promptly investigated. The Assistant shall have the opportunity to review any complaint placed in the file. The Assistant shall also have the right to submit a written answer to such material and said answer shall be reviewed by the Superintendent, or designee, and attached to all copies.

iv. Review of Personnel Files

1. Assistants shall have the right, upon request, to review the contents of their personnel files and to receive copies at District expense of any documents contained therein. Assistants shall be entitled to have representatives of the Association accompany them during such review.

h. Notification of the Association

- i.* On or before the beginning of the school year, the Administration shall notify the President of the Association in writing of the names and positions of all Assistants employed by the Concord School District.

i. Probationary Period (fmr: I. Recognition, C), pg.3-4

- i.* An individual selected from outside the CEAA to fill any vacant position will be given a sixty (60) day probationary period on that job with the appropriate wage rate starting on the first day he or she begins work. Probationary employees may be terminated in the sole discretion of the District or its representatives. During the probationary period, no benefits will be provided to an employee; however, employees transferring into a CEAA position from another employee group will be allowed to maintain current health and dental insurance coverage (if applicable). Employee contribution rates for health and dental insurance shall be at the prevailing contribution rates established by this Master Agreement. If a newly hired employee successfully completes the probationary period, the anniversary date for employees for purposes of determining eligibility for benefits, including health insurance, shall be the date the employee was hired, not the date on which the probationary period expired.

j. Discrimination (fmr: XX. Discrimination), p.39

- i.* The District and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school district shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, or discipline of Assistants, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, sexual orientation, domicile, marital status, disability or age.

k. Travel Allowances (fmr: XI. Travel Allowances),p.16

- i.* Employees may not be required by the District to use their personal cars for District business. If employees are requested to use their cars and agree to do so, such employees will be reimbursed for the use of their cars at the current school district travel reimbursement rate.

III. NEGOTIATIONS PROCEDURE (fmr: II. Negotiation Procedure, A-G), p.4-5

- a. On or before October 15 of any year prior to the year of termination, either party may notify the other party of its intention to negotiate amendments or modifications of this Agreement or a successor Agreement.
- b. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist or represent it in negotiations.
- c. The District and the Association recognize and will fulfill its obligation to negotiate in good faith as prescribed in RSA 273-A.
- d. Any Agreement reached shall be reduced to writing and shall be signed by the District and the Association. A copy of the Agreement shall be filed with the Public Employees Labor Relations Board (PELRB) within fourteen (14) days of the signing.
- e. If agreement is not reached by January 15, preceding the termination date in any year, either party may declare an impasse and shall then follow the procedures outlined in RSA 273-A for the resolution of disputes.
- f. If the parties fail to agree on the selection of a mediator or fact finder, and pursuant to RSA 273-A:12, the matter is referred to the Public Employee Labor Relations Board (PELRB) for appointment of a mediator or fact finder, and if within twenty (20) days of such reference the PELRB has failed to provide a list for selection of a mediator or fact finder, as the case may be, the parties will jointly petition the PELRB in writing for such list.
- g. If the PELRB does not provide such a list within ten (10) days from the date of the petition, either party may request the American Arbitration Association to appoint a mediator or fact finder, as the case may be, to which appointment the other party will be deemed to have consented.

IV. SALARIES

- a. Wage Schedule (fmr: XV. Wages, A-C, p.25-26)
 - i. The wage schedule of all employees covered by this Agreement is set forth in Schedule A which is attached hereto and made a part hereof.

- ii. All Assistants will be placed on the appropriate step of the CEAA Wage Schedule in accordance with their experience in the area for which the Assistant is hired. Experience is to be determined by the Principal, the Assistant Superintendent or the Director of Human Resources, with notification to the Association President.
- iii. New hires for a CEAA position who have prior Concord School District work experience as a CEAA member in a CEAA position may be given up to five (5) years of experience credit (up to Step 6) for those prior years of CSD service, provided their break in service with CSD does not exceed five (5) consecutive school years.
- iv. Former CSD Program Assistants may be given this experience credit when hired for any Program Assistant or Instructional Assistant position. Instructional Assistants may be given this experience credit when hired for any Instructional Assistant position but will not be given this experience credit when hired for a Program Assistant position.
- v. Those new hires who have previously served as a Non-Instructional Assistant at CSD and those new hires who are hired for a Non-Instructional Assistant position are not eligible for the experience credit.

b. Longevity (fmr: XV Wages, D), p.26-27

- i. After ten (10) years of service with the District, Assistants will receive additional compensation as follows:

10-14 years	\$1.55/hour
15-19 years	\$1.80/hour
20-24 years	\$2.05/hour
25 ears or more	\$2.30/hour

- ii. Assistants may elect to be paid in equal, bi-weekly installments of twenty-one (21), twenty-two (22), twenty-six (26), or twenty-seven (27), whichever is applicable. Regardless of the election made, all contractual wage obligations will be satisfied in full by June 30th of each year.
- c. Holidays (fmr: VI. Holidays),p.9
 - i. Employees in the bargaining unit shall be granted the following days with pay: Labor Day, Thanksgiving Day and the day after, 2 days during the Christmas break, and Memorial Day. Days off will be defined by the school calendar.
- d. Temporary Substitutions (fmr: VII. Temporary Substitutions),p.9
 - i. In the event an employee is assigned to substitute for another employee in a higher Assistant classification for a period in excess of five (5) working days, the substitute employee shall be paid at the Assistant classification rate of the person for whom the employee is substituting, if the rate is greater.

V. **INSURANCE BENEFITS (fmr: XVI. Insurance, A),p.27-30**

- a. Health Insurance
 - i. **Choice of Benefits**
 - 1. The District will offer eligible bargaining unit members who successfully complete the probationary period enrollment in a **Consumer-Driven Health Plan (CDHP – Yellow Open Access)**.
 - 2. The District and bargaining unit members will contribute toward the cost of bargaining unit members' elected benefit plan at the rates set out in sections (1) and (2) below. Said annual contribution from bargaining unit members shall be paid through payroll deduction. The annual cost of the medical benefits plans shall be provided on or before June 1 of each year.

3. The District will provide a single membership in the **CDHP (Yellow Open Access)** with the negotiated contribution set out below to Assistants who are scheduled to work at least 30 hours per week. Employees who are scheduled to work at least 25 hours per week and were enrolled in a District health insurance plan as of June 30, 2009, will be allowed to remain in the District health insurance plan under the same terms and negotiated contributions as Assistants who are scheduled to work at least 30 hours per week.
4. The District and the bargaining unit member will contribute the following amounts toward the annual cost of a single membership in medical benefits for bargaining unit members who elect to enroll in the **CDHP (Yellow Open Access)** plan:
 - a. For the duration of this Agreement and for those who were enrolled in a District health insurance plan as of June 30, 2015, the District will contribute 95% and the bargaining unit member will contribute 5% of the annual cost of a single membership in the **CDHP (Yellow Open Access)** plan.
 - b. For the duration of this Agreement and for those who were either eligible to enroll but were not enrolled in a District health insurance plan as of June 30, 2015, or for those who were hired on or after July 1, 2015, the District will contribute 85% and the bargaining unit member will contribute 15% of the annual cost of a single membership in the **CDHP (Yellow Open Access)** plan.
5. The annual payment will be provided through payroll deduction. The District shall file with the Internal Revenue Service to qualify these medical benefit contributions as pre-tax deductions pursuant to Section 125 of the Internal Revenue Code. As early as possible, the District will file to qualify all other allowable benefit contributions as pre-tax deductions pursuant to Section 125 of the Internal Revenue Code. Said contributions shall be equally divided among 20 pay periods.

6. Health and dental benefits will continue in summer (July and August), unless an Assistant is terminated with just cause.
7. In the event that, as of 1/1/17, the health insurance plan under this agreement is projected to trigger the so-called “Cadillac tax”, the parties agree to exchange proposals limited only to identifying a health insurance plan that complies with the Affordable Care Act and that does not result in the imposition of the so-called ‘Cadillac tax’ no later than February 15, 2017. The parties acknowledge that coverage and benefits available under the plans they propose may modify and/or reduce coverage and benefits currently available. If the parties are not able to agree on one of these two proposed plans, the plans will be submitted to binding arbitration no later than March 15, 2017 with a mutually acceptable arbitrator. In the event the parties cannot agree on an arbitrator, the NH PELRB will select. After hearing from both parties, the arbitrator will choose one of the two proposed plans by June 15, 2017 and that plan will be implemented on July 1, 2017. The District agrees to continue to contribute the same percentage rate of the yearly premium cost for the single, 2-person or family plans.

b. Physical Examinations

- i. Physical examinations may be required by the District after a conditional offer of employment has been extended to an applicant and thereafter. An offer of employment is conditional upon the results of the physical examination. The District will be responsible for the cost of any physical examination or medical procedure it requires, including a tuberculin skin test.
- ii. The physical shall include a tuberculin skin test which shall be administered in accordance with Concord School Board policy.

c. Dental Insurance (fmr: XVI. Insurance, B), p.31)

- i. The District will pay for a single dental plan A, B, and C (100% of coverage A, 100% of coverage B, 50% of coverage C) or equivalent for all Assistants who are employed 30 hours per week or more, and who have been employed by the district for at least two (2) years. (Appendix C)

d. Disability Insurance (fmr: XVI. Insurance, C, p31)

- i. The District will purchase long-term disability and accident insurance coverage on all Association members who work thirty (30) hours per week or more. Disability coverage will provide 66-2/3% of basic monthly earnings, subject to the terms of the District's policy. See Appendix D.

e. Liability Insurance (fmr: XVI. Insurance, D, p31)

- i. The District agrees that the employees will be covered by the same liability insurance furnishing protection against suits resulting from student accidents as is afforded to other District employees.

f. Life Insurance (fmr: XVI. Insurance, G, p31)

- i. The District will purchase \$25,000 of term life insurance for each employee scheduled to work a minimum of 25 hours per week during each year of the Agreement. The amount of life and accidental death and dismemberment insurance reduces to 67% at age 65 and to 50% at age 70. The life and accidental death and dismemberment insurance coverage cancels at the time of separation from employment with the District. The employee shall designate the beneficiary of this insurance.

g. Personal Property Insurance (fmr: XVI. Insurance, F, p31-32)

- i. The District will reimburse an Assistant for non-insured loss and/or damage to personal property used in school-related activities up to \$350 for property, \$250 for automobile per incident, and \$500 for damage to prescription glasses. Only one claim for damage to glasses is allowed for the duration of this Agreement. The intent of this payment is to reimburse the Assistant for losses that are not insured or may be within deductibles on insurance carried by the Assistant.

h. Worker's Compensation Insurance (fmr: XVI. Insurance, C, p31)

- i. The District agrees to purchase Worker's Compensation Insurance at no cost to the employee.

VI. **PROFESSIONAL DEVELOPMENT (fmr: XVIII. PROFESSIONAL IMPROVEMENT, A-G), p33**

- a. If a Principal/Supervisor assigns training for an Assistant, the Assistant will be paid at his/her regular hourly rate for the time he/she is attending training. This, however, does not apply during non-school time when Assistants are attending courses or doing homework.
- b. Course and Workshop Reimbursement
 - i. The District agrees to pay for courses and workshops which are work related and approved by an Assistant's supervisor up to the amount of \$15,000 for each of the contract years for the CEAA unit. Approval will not be arbitrarily denied by a supervisor. Payment for each course or workshop shall be made to the institution on the employee's behalf at the time of enrollment. The employee must provide the District a) satisfactory documentation from the institution to include course/workshop name, dates of enrollment, and associated costs to attend and b) a completed '*Authorization For Voluntary Payroll Deduction*' form (See Appendix I). In the event the employee does not attend the course or workshop or fails to receive a passing grade, the tuition or fees paid at the time of enrollment shall be deducted in equal installments from the employee's remaining paychecks. Satisfactory proof of course or workshop completion is required and shall be submitted to the HR Dept. within 30 days of completion of the course or workshop. The administration of the reimbursement provision will be jointly managed by the District's Professional Staff Development Director or Superintendent's designee and a CEAA Representative.
 - ii. The maximum amount of reimbursement will be at the actual credit hour costs at the Concord campus of the New Hampshire Technical Institute. An individual is limited to reimbursement for six (6) credit hours in a fiscal year.
- c. Staff Development - In addition to the current practice whereby employees may receive approval to attend in-service activities during a work day, an Assistant may attend any relevant workshops and in-service activities during a non-work day and receive compensatory time off with the prior, written approval of the appropriate Administrator. It is understood that such approval will not extend the length of the Assistant's individual contract.

- d. Upon approval of the immediate supervisor, reviewable by the Superintendent, employees shall be granted up to three (3) days with pay to participate in activities which promote professional improvement. Such days shall not be arbitrarily denied.
- e. With regard to workshops which are required by the District, employees are eligible for conference and travel funds which may be expended subject to the discretion of Building Principals and Administrators, if any are available for expenditure.
- f. An employee may request of his/her supervisor the opportunity to attend work related workshops, which requests shall not be unreasonably denied. If the District requests that the employee attend a work related workshop, the employee shall not be required to expend his/her own funds for registration costs relating to said workshops.
- g. Following successful completion of each fifty (50) hours of administratively pre-approved work-related staff development hours completed on or after September 1, 1999, the District will pay an Assistant an additional \$0.25 per hour up to a cap of \$1.75 per hour. Any pay increase will be implemented at the beginning of the next contract year.
- h. The District will contribute funds in the amount of \$11,000 during the 2015-2018 contract years to sponsor District-wide initiatives that will provide work-related staff development hours for Assistants. Said initiatives may be in the form of workshops, seminars or classes, and shall be planned by a collaborative committee consisting of up to five (5) Association members who shall be selected by CEAA and up to four (4) persons selected by the District. Of the five (5) Association members on the committee, one employee shall be selected by CEAA from each of the following areas where possible: elementary, middle school, high school, special needs, and technology/media.

VII. LEAVES (fmr: XIII. Leaves, A-I), p.19-24

- a. Personal Leave

- i. Employees shall be entitled to up to one (1) day/session of personal leave per contract year. Any unused personal day hours will be paid to the Assistant at their per diem rate at the conclusion of the school year. Personal days are to be used for activities of such a personal nature that it is essential for an individual to be absent from his or her professional duties. Personal days will not be taken for pecuniary gain. Personal days are not to be used to extend a school recess/vacation.

b. Bereavement Leave

- i. Employees shall be entitled to time off with pay for the purpose of attending funerals for members of their immediate family up to three (3) days for each occurrence. Immediate family shall be defined as: spouse, mother/father, brother/sister, child, grandparents, grandchildren, step: mother/father/brother/sister/child, aunt/uncle, legal guardian, and in-laws: mother/father/brother/sister. Days utilized for immediate family funerals shall not be deducted from sick leave. Employees may utilize up to three (3) days sick leave per year to attend other funerals.

c. Emergency Leave

- i. The parties recognize that emergencies not excluding illness in the family may occur from time to time that require the absence of an employee from customary employment responsibilities within the District. When said emergencies occur, an employee shall be entitled to absent themselves from their employment without loss of pay. Emergency leave days shall be deducted from sick leave for full-year employees. Emergency leave days shall not be deducted from sick leave for employees who work less than full-year.
- ii. An individual shall not be refused permission to leave if, in the opinion of the individual, an emergency exists. In the event the District determines that an emergency requiring the individual's absence did not actually exist, it shall follow the requirements of the grievance procedure as outlined in Appendix K: Grievance (fmr: Article XIX) Procedure within this Agreement.

d. Sick Leave

- i. All Assistants will receive an accounting of their accumulated sick leave on each paycheck stub.
 - 1. All full-year Assistants shall be entitled to ten (10) sick days/sessions with pay, per year, accruable to ninety (90) days/sessions.
 - 2. A starting balance of 30 hours will be given to all Assistants under this section after the probationary period has been completed.
 - 3. If an employee shall die from any cause while in service and there remains sick leave standing to his/her credit, then the sick leave shall be paid in the following order of priority:
 - a. A named beneficiary whose name has been filed by said employee;
 - b. If no named beneficiary has been filed, to the employee's surviving spouse, then to the estate of the deceased employee.
 - 4. After ten (10) continuous years of service to the District, Assistants who voluntarily terminate their employment will be paid 100% of their accrued sick time balance up to a maximum accrual pursuant to Article XXIII.D.1.(?) (fmr: Article XXIII, D.1) Employees with 10-15 continuous years of service to the District will be paid at a rate of \$75 per day. Employees with 16-20 continuous years of service to the District will be paid at a rate of \$85 per day and employees with 21+ continuous years of service to the District will be paid at a rate of \$95 per day.
- e. Sick Leave Bank (fmr: XIV. Sick Leave Bank), p.24-25
 - i. The District agrees to establish a sick leave bank to cover employees in the event of long-term illness. The sick leave bank shall be administered by a committee composed of five (5) members of the Association appointed by the Association President. Rules for membership and participation in the sick leave bank shall be established by the Association and shall be supplied to the School Board upon request. Any rules established by the Association shall include the following:

1. That the sick leave bank shall be funded at the start of each school year to reach a maximum of two hundred (200) days. The sick leave bank may be supplied with days at the start of each school year to bring it up to the two hundred (200) day maximum. The sick bank may be replenished to the maximum of two-hundred (200) days one time during the school year and only when the sick bank balance falls below fifty (50) days.
2. That employees may contribute up to ten (10) days in any school year to the sick leave bank; and that any days contributed shall be deducted from the year's sick leave entitlement for the person making said contribution.
3. That the Association shall notify the District by October 1st of each year of the individuals who have donated days to the sick leave bank so that said days may be deducted from the individual's yearly entitlement. Only bargaining unit employees who have contributed to the sick leave bank in any contributing year are entitled to receive sick bank benefits.
4. That individuals may not elect to receive sick leave benefits in lieu of disability benefits. Eligibility for sick leave bank benefits shall terminate when an individual is eligible for disability benefits.
5. That no employee shall, under any circumstances, be entitled to sick leave bank benefits until said employee has exhausted all accrued sick leave available to that employee.
6. That no one shall, under any circumstances, be entitled to receive sick leave and disability benefits at the same time.

f. Child Care Leave

- i. A leave of absence of up to one year without pay shall be granted to an Assistant for the purpose of child care. Assistants desiring such leave shall notify the Director of Human Resources as soon as practical, but in no event later than thirty (30) days prior to the date a leave is to commence, except in the case of medical emergency.

- ii. An Assistant who takes child care leave shall be returned to the position formerly held. If the leave has been for six (6) months, or less, there will be no reduction in pay or benefits and all rights and accrued benefits shall be received as if the employee had been actively employed during the leave. If the leave is longer than six (6) months, all rights and accrued benefits shall be reinstated, except that experience level credit will not be given for leave time. Such an assistant may contribute the cost of his/her insurance coverage in order to remain in the group plan while on leave.
- iii. Should an employee decide to terminate employment at the end of a leave, he/she will give the Administration notice of such intent at least fifteen (15) days prior to the termination of leave.

g. Health Leave

- i. Leaves of absence for health reasons may be granted by the Superintendent up to, but not exceeding, one hundred ninety (190) days for Assistants. Time spent on leaves following use of accumulated sick leave will be without pay or experience credit.

h. Military Leave

- i. The District will pay an employee the difference between what he/she receives from the military service and what he/she would receive as a District employee if he/she is required to perform military obligations as a reservist or National Guard member during the employee's work year.

i. Other Leave

- i. Other leaves of absence may be granted with or without pay by the District.
- ii. An employee on any leave authorized pursuant to the terms of this Agreement shall be given a written statement of the type and duration of said leave.

j. Replacement Employees

- i. The District may hire replacements for bargaining unit members who are on leaves of absence for a defined period of employment only. It is understood that said replacement employees shall be considered temporary employees for up to six (6) months of their employment as defined in Article II, c,viii. (fmr: Article I,B,8) Thus, replacement employees shall not be considered bargaining unit members and shall not receive benefits during that six (6) month period. Thereafter, replacement employees shall be provided with benefits in accordance with this Agreement for the duration of their employment or of the defined period of their employment.
- ii. The termination of employment of a replacement employee, whether at any time after the six (6) month period of temporary employment or at the conclusion of his or her defined period of employment, shall not be considered a layoff and the layoff procedure in Article XII of this Agreement shall not apply to a replacement employee whose employment has been terminated. However, replacement employees who have served six (6) months outside the bargaining unit shall have their seniority calculated from their original date of continuous service to the District if they are employed by the District without any break in service at the conclusion of their service as a replacement employee.

VIII. LAYOFF AND TRANSFER PROCEDURE (Full-Year Employees)

- a. Layoff Procedure (fmr: XII. Layoff Procedure, A-C),p.16
 - i. When an Assistant position is eliminated, based on reduction in school attendance, decrease in the number of students, decrease in course enrollment, reduction in funding, discontinuance in a particular service, or reorganization of staff, or any other reason, the following procedure will be used:
 - ii. A comparable position is a position within the same classification (see "Recognition" provision) and with the same number of hours of work regularly scheduled per day.
 - iii. An Assistant's qualifications for a position are also based upon the Assistant's ability and proper training to perform the functions of the position, with or without a reasonable accommodation, and the Assistant's willingness to perform the functions of the position.

- iv. When bumping into a position with fewer hours, it is the intent of the parties that the Assistant with seniority maintain as many of his/her previously scheduled hours of work per week as possible.
- v. Layoffs (fmr: XII. Layoff Procedure, D),p.16
 - 1. Layoffs will be in the inverse order of seniority when the employee is qualified. If an Assistant with seniority is laid off, that person will have the right to bump the Assistant with the lowest District seniority in a comparable position, if qualified for the position. If the senior Assistant is not qualified for that position, he/she will be considered for the next comparable position with the same or less hours per day (FTE)District-wide (moving up the seniority list until he/she is qualified for a position or he/she reaches his/her original placement on the District seniority list.
 - 2. If, after moving up the full list of positions district-wide by hours scheduled per day, the senior Assistant is not qualified for a position with fewer hours based upon the Assistant's District seniority and qualifications, the Assistant will be subject to recall in accordance with _____. (fmr: Article XII.8)
 - 3. If a school closes, Assistants will be placed at a new or merged building according to building seniority in a comparable position, if qualified. If there is a lack of comparable positions for which the employee is qualified, those persons would bump the Assistants with the lowest seniority district-wide in comparable positions where qualified.
 - 4. If no comparable position is available district-wide based upon the Assistant's seniority and qualifications, the Assistant will be subject to recall in accordance with _____. (fmr: Article XII.8)

- vi. If an Assistant is laid off due to a reduction in federal funding, that Assistant will be offered restoration to the position should the particular funding for that position be restored, if the District restores the position with the same number of hours during that contract year. That Assistant will be offered the restored position before the District recalls any employee who may be eligible for recall in accordance with Article IX,a,vii. (fmr: Article XII F) If the Assistant accepts the restored position, any Assistant who may be available for recall will be recalled in accordance with Paragraph F of this Article to fill the position of the Assistant who returned to the restored position.
 - vii. For a period of fourteen (14) months following the layoff, employees will be recalled in the inverse order of their being laid off, and no new appointments may be made within that fourteen (14) month period while there are laid off employees available who are qualified to fill a vacancy, provided that, this right to preferential rehiring shall apply only to positions for which the employee is qualified and shall apply only with respect to a comparable position to that from which the employee was laid off or, as an alternative, to a position with the same or fewer hours. Employees who wish to be eligible for rehiring under this Article IX (fmr: Article XII) must notify the Director of Human Resources in writing within ten (10) days of the original layoff. Seniority is determined by the total number of contracted school year hours worked for the District.
 - viii. The District shall have the right to issue up to three (3) open ended individual contracts to the least senior Assistants to provide for reduction in force arising from the transfer of a special needs student out of district, during the school year, or a change in IEP code.
 - ix. The District shall notify, in writing, the affected Assistant or Assistants, and the Association, of all layoffs for the forthcoming school year by June 1 of the current school year.
- b. Vacancies, Transfers (*Voluntary and Involuntary*), and Reassignments (fmr: X. Vacancies, Transfers, A-E), p.12-15
- i. Notices of Vacancies

1. Notices of vacancies for Assistant positions and positions with similar duties will be posted on the Concord School District website and posted on the official bulletin board in each school, when school is in session, and sent to the Association President as soon as the Administration is aware of the existence of such vacancies.
2. Such notices shall contain the date of posting, a description of the position, name and location of the school, requirements of the position, name of the person to which the application is to be returned, and date by which the application is to be returned.

ii. Requirements

1. All vacant positions shall be filled by Assistants from within the school system, provided:
 - a. they make application within ten (10) school days of the posting date of the vacancy notice in their building or have a request for such assignment on file; and
 - b. they are the most qualified applicant for the position among the pool of qualified internal and external candidates.
2. Voluntary Transfers
 - a. Assistants who desire a change in assignment, or who desire to transfer to another building, may file a written statement of such desire with the Director of Human Resources not later than May 15. Such statement shall include the position to which the Assistant desires to be assigned and the school or schools to which he or she desires to be transferred, in order of preference.

- b. When the District seeks to fill an Assistant vacancy by transfer, CEAA volunteers District-wide will be interviewed, evaluated and given first consideration in placement in the vacant position before an involuntary transfer is considered.

3. Involuntary Transfers

- a. If all reasonable attempts by the Administration to assign an Assistant to a building, grade, and/or student by June 1 fail, the Administration may issue contracts without such information.
- b. The President of the CEAA will be notified of the number and names of the individuals involved prior to the issuing of such contracts. Members so affected will be notified by July 15 of their placement for the coming school year.
- c. When involuntary transfers occur between buildings within the same level or between levels (elementary, middle, and high school), or between job levels (Non-Instructional, Instructional, Program Assistant), the Assistant in the building with the least seniority will be transferred. For purposes of this section, seniority shall be determined by the number of years of continuous service in the Assistant's current building ("building seniority"). To address the elementary consolidation project of 2013, time spent in Dame and Eastman Schools will be honored at Mill Brook School; time spent in Kimball and Walker Schools will be honored at Christa McAuliffe School; and time spent at Rumford and Conant Schools will be honored at Abbot-Downing School. In the event of a tie in building seniority, the Assistant's District seniority (within the bargaining unit) will be added to their building seniority to determine the least/most senior. If there is a tie in years of combined service in the District and the building, a lottery system will be used to determine seniority and the Assistant determined to have the least seniority will be transferred.

d. For involuntary transfers of Assistants not assigned to a single building, "building seniority" shall be determined by the Assistant's years of continuous service within his or her current level. Years of service in the District (within the bargaining unit) and in the Assistant's building will be determined by the equivalent number of full-time years worked (example – two years of half-time equals one full-time year).

e. Transfers and Reassignments

i. No reassignments or transfers shall be made without prior consultation with the Assistant and every effort will be made to consider the wishes of the Assistant in light of the needs of the District.

IX. SEPARATION AND RETIREMENT BENEFITS

a. Retiree Health Insurance (fmr: XVI. Insurance,4),p.30

i. Retirees shall be permitted to remain on their elected health insurance plan (either an HMO or OAPIN – the Point of Service (POS) plan is no longer available) or will be provided access to the District's health insurance plan, as it exists for bargaining unit members. Retirees who transition to the Consumer-Driven Health Plan (CDHP – Yellow Open Access) from their existing plan will not be permitted to return to their prior plan. For those retirees who are enrolled in health insurance at the date of their retirement, the District will contribute 30% of the cost of a single membership in the retiree's chosen health insurance plan, with the retiree paying the remaining cost. For those Assistants who retire with fifteen (15) or more years of continuous service to the District immediately before retirement, the District will contribute 65% of the cost of a single membership in the retiree's chosen health insurance plan, with the retiree paying the remaining cost.

ii. For the purposes of this section of the contract, a retiree shall be defined as an employee who is at least fifty-five (55) and less than sixty-five (65) years of age and has at least ten (10) or more continuous years of service to the District immediately before retirement. This benefit shall end when Medcomp becomes available.

b. Tax Sheltered Annuity Participation (fmr: XVI. Insurance, H, p.32)

- i. The District agrees to purchase annuities for employees in accordance with provisions of Section 403(b) of the Internal Revenue Code of 1954, as amended from time to time. Such purchase shall be made pursuant to written application from the employee requesting an agreement with the District. Said agreement inter-alia will provide for reduced payments to the employee from his/her wage. The Director of Human Resources is authorized to approve such agreements on behalf of the District and to establish the amount of the reduction which will, in turn, be remitted to an annuity program selected by the employee. The program will be for a non-forfeitable annuity account maintained under contracts qualifying under Section 403(b) and issued by such District-approved investment providers as the employee may select. The District will provide to any employee, upon request, a list of all participating investment providers.

X. APPENDICES

a. Appendix A: Assistant Wage Schedule

<u>2015-2016</u>			
<u>Step</u>	<u>Non-Instructional</u>	<u>Instructional</u>	<u>Program Assistant</u>
1	12.83	13.38	15.29
2	13.21	13.85	15.80
3	13.58	14.39	16.34
4	13.96	14.88	16.87
5	14.39	15.43	17.41
6	14.77	15.95	17.94
7	15.18	16.48	18.47
8	15.64	17.19	19.10
9	16.41	17.93	19.84
10	17.11	18.60	20.56

<u>2016 - 2017</u>			
<u>Step</u>	<u>Non-Instructional</u>	<u>Instructional</u>	<u>Program Assistant</u>
1	13.09	13.65	15.60
2	13.47	14.13	16.12
3	13.86	14.68	16.67
4	14.24	15.17	17.21
5	14.68	15.73	17.76
6	15.07	16.27	18.30
7	15.48	16.81	18.84
8	15.95	17.53	19.48
9	16.74	18.29	20.24
10	17.46	18.97	20.97

<u>2017-2018</u>			
<u>Step</u>	<u>Non-Instructional</u>	<u>Instructional</u>	<u>Program Assistant</u>
1	13.35	13.92	15.91
2	13.74	14.41	16.44
3	14.13	14.97	17.00
4	14.52	15.48	17.55
5	14.97	16.05	18.11
6	15.37	16.60	18.66
7	15.79	17.15	19.21
8	16.27	17.88	19.87
9	17.08	18.65	20.64
10	17.81	19.35	21.39

Percentage increases to the base:

1.75% Year 1 (2015-2016)

2.00% Year 2 (2016-2017)

2.00% Year 3 (2017-2018)

b. Appendix B: Health Insurance

<div> <div>SCHOOLCARE Yellow Open Access</div> <div>(Formerly CDHP)</div> </div> <div>Choice Fund</div>	
SUMMARY OF BENEFITS	
BENEFITS	YELLOW OPEN ACCESS (In Network Benefits Only)
DEDUCTIBLES, MAXIMUMS* Plan Year Deductible Coinsurance Out-of-Pocket Maximum/Plan Year Maximum Lifetime Benefit * All family members contribute towards family deductible/out-of-pocket max.	Individual: \$1,250; Family: \$2,500 20% Individual: \$2,000; Family: \$4,000 Unlimited
CHOICE FUND* Embedded Choice Fund (health reimbursement account) pays for eligible out-of-pocket expenses during the plan year. * Subscriber must take the online Health Assessment to activate Choice Fund.	SCHOOLCARE PAYS* Individual: \$1,000; Family: \$2,000 * Subscriber must take the online Health Assessment to activate Choice Fund.
NET COST AFTER CHOICE FUND (if activated)* Deductible Out-of-Pocket Costs * Subscriber must take the online Health Assessment to activate Choice Fund.	PLAN MEMBER PAYS Individual: \$ 250; Family: \$ 500 Individual: \$1,000; Family: \$2,000
PREVENTIVE CARE* Routine Physical Examination Routine Immunizations Well Child Preventive Care Well Woman Preventive Care Adult Preventive Care Additional services such as urinalysis and EKG Routine Eye Exam (one every 12 months for all ages) Discounts Available for Eyewear * Includes Naturopathic Services, Routine Laboratory	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
OTHER PHYSICIAN SERVICES* Office Visits and/or Office Surgery Maternity Care * Includes Naturopathic Services	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
OUTPATIENT DIAGNOSTIC TESTING Radiology and Laboratory Services (Prior authorization required for some tests)	Deductible, then 20% to the Out of Pocket Maximum
HOSPITAL CARE Inpatient Services including Newborn Care Same Day or Outpatient Surgery Radiation and Chemotherapy Physician Visits and Services Anesthesiologist Services Operating Room X-ray and Laboratory Services Medications and Supplies	Deductible, then 20% to the Out of Pocket Maximum (Inpatient admissions and some outpatient procedures require prior authorization)

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Appendix B: Health Insurance (cont...)

SCHOOLCARE Yellow Open Access <small>(Formerly CDHP)</small>		Choice Fund
BENEFITS	YELLOW OPEN ACCESS (In Network Benefits Only)	
HEARING TESTS	Deductible, then 20% to the Out of Pocket Maximum	
EMERGENCY & URGENT CARE <i>(Medically Necessary and Worldwide)</i> Hospital Emergency Room Urgent Care Facility	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum	
MENTAL HEALTH/SUBSTANCE ABUSE OUTPATIENT (Physician's office) INPATIENT HOSPITALIZATION AND OUTPATIENT FACILITY (Prior authorization required)	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum	
PREScription DRUGS Through participating pharmacies Certain Preventive Generic Drugs including oral contraceptives (generic), Retail or Maintenance: 50 (Prior authorization required for some drugs)	Retail: (30 day supply) Deductible, then 10% to the Out of Pocket Maximum** Maintenance: (90 day supply) Deductible, then 10% to the Out of Pocket Maximum** available only through Cigna Home Delivery mail order **\$75 maximum after deductible	
PHYSICAL, OCCUPATIONAL AND SPEECH THERAPIES OUTPATIENT: short-term rehab, up to 60 days per person/per plan year, includes PT, OT, ST and cardiac rehab (Combined maximum). INPATIENT (Prior authorization required)	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum	
CHIROPRACTIC CARE 20 days per person/per plan year	Deductible, then 20% to the Out of Pocket Maximum	
ACUPUNCTURE* <i>(In or Out of Network)</i> 12 days per person/per plan year *Coverage based on Cigna medical guidelines.	Deductible, then 20% to the Out of Pocket Maximum	
DURABLE MEDICAL EQUIPMENT	Deductible, then 20% to the Out of Pocket Maximum	
EXTERNAL PROSTHETIC APPLIANCES	Deductible, then 20% to the Out of Pocket Maximum	
OTHER BENEFITS ORAL SURGERY <i>(accidents only)</i> REMOVAL OF BONEY IMPACTED WISDOM TEETH SKILLED NURSING CARE <i>(100 days per person/per plan year maximum)</i> AMBULANCE <i>(if not a true emergency, services are not covered)</i> BLOOD TRANSFUSIONS HOME HEALTH SERVICES HOSPICE	All other covered services subject to plan year deductible and 20% coinsurance to the out-of-pocket maximum for the plan year.	
GOOD FOR YOU! by SCHOOLCARE Health and Wellness Incentives, Employee Assistance Program	Included	

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c. Appendix C: Dental Insurance



This chart represents the level of coverage for services performed by dentists who participate in the Delta Dental Premier network. Employees and their eligible dependents are free to visit any dentist, participating or nonparticipating. Visit our Web site at www.deltadental.com for an updated list of participating dentists. Your Northern Delta Dental program includes all of the following coverage categories. This chart is provided for summary purposes only; certain benefit limitations may apply. Please refer to your benefit booklet for complete benefit information. In the event of a conflict or discrepancy between the chart and either the group contract or the benefit booklet, the contract or benefit booklet will prevail.

SAU #08 Concord School District

Group Number: 146

Diagnostic/Preventive Coverage A	Basic Coverage B	Major Coverage C
Deductible: There is no deductible applied to your program		
Covered at *100%	Covered at *100%	Covered at *50%
Diagnostic: Evaluations - once in a 6-month period X-rays (Complete series or panoramic film) once in a 3-year period Bitewing x-rays once in a 12-month period X-rays of individual teeth as necessary Oral cancer screening once in a 12-month period Preventive: Cleanings once in a 6-month period Fluoride once in a 12-month period to age 19 Space maintainers in age 1-6 Sealant application to permanent molars, once in a lifetime per tooth for children to age 15	Restorative: Amalgam (silver) fillings Composite (white) fillings (anterior teeth only) Oral Surgery: Surgical and routine extractions Endodontics: Root canal therapy Periodontics: Periodontal maintenance (cleaning) Only root cleaning is covered in a 6-month period; this can be routine (Coverage A) or periodontal (Coverage B), not both. Treatment of gum disease Denture Repair: Repair of a removable denture to its original condition Emergency Palliative Treatment	Prosthodontics: Removable and fixed partial dentures (bridges); complete dentures Reline and rebase (dentures) Crowns Onlays Inlays

Contract Year Maximum: \$1,000 per person (Coverages A, B and C combined) beginning each July 1st.

*Benefit percentages shown are based upon the actual charge submitted to a maximum of the participating dentist's approved fee, or Delta Dental's allowance for nonparticipating dentists.

Effective 7/1/08

d. Appendix D: Disability Income Summary

1. The District agrees to provide disability income benefits during lifetime to age sixty-five (65) for all Association employees who work thirty (30) hours or more per week commencing at the end of ninety (90) calendar days after the employee becomes totally disabled and is under a physician's care as the result of injury or illness.
2. The term total disability means the complete inability of the employee to perform any and every duty of his/her regular occupation. Once benefits have been paid for twenty-four (24) months, total disability shall mean the complete inability of the employee to perform any and every duty of any gainful occupation for which he/she is reasonably fitted by training, education, or experience. The employee must be under the regular care of a physician but house confinement will not be required.
3. The disabled employee shall be paid by the District or by such insurance carrier as the District may select sixty-six and two thirds (66 2/3%) percent of said employee's gross pay under the contract in effect on the day said employee first becomes totally disabled, but not in excess of five thousand dollars (\$5,000) per month.
4. If the disabled employee is entitled to other income during a period of disability from:
 - a. Workmen's Compensation or other similar legislation and other benefit acts, such as the State Teachers' Retirement System,
 - b. another group insurance or pension plan providing disability income benefits,
 - c. benefits (primary or family) under the Federal Social Security Act,
 - d. accumulated sick leave from the District, then said employee's benefits will be reduced by the amount received from these sources.
5. Exclusion - no coverage will be provided for disabilities from the following causes:
 - a. Intentionally self-inflicted injuries.
 - b. War, declared or undeclared, insurrection, rebellion, or participation in riot.
 - c. Any disability in excess of twenty-four months that results from mental or nervous illness or disorder of any type. This limitation will not restrict benefits during a period of confinement in a hospital or other licensed institution.

e. Appendix E: Evaluation Form

CEAA EVALUATION FORM

Name: _____ School: _____

Classification: _____ Date: _____

Supervisor (if assigned): _____

Administrator: _____

For the performance factors/criteria listed below, indicate **(X)** the effectiveness with which they were applied in achieving the results. When evaluating each factor, apply the following definitions:

- Commendable:** Exceptional performance; role model for peers
Proficient: A skillful worker who consistently meets requirements and expectations
Needs Improvement: Improvement needed to increase effectiveness; growth will strengthen ability to handle responsibilities
Unsatisfactory: Unacceptable job performance

Performance Factors/Criteria	Commendable	Proficient	Needs Improvement	Unsatisfactory
Commitment to Standards and Quality:				
Demonstrates accuracy and quality work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Judgment:				
Demonstrates decision-making and problem-solving; common sense and logical decisions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shows initiative and good work ethic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Uses good judgment working with students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Demeanor and Integrity:				
Works effectively with students, staff, parents, and other adults	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Flexible/Adaptable – adjusts to changing work requirements				
Willing to implement new methods and ideas				
Complies with rules, regulations and District policies				
Responds appropriately to supervision				
Delivery of Instruction:				
Supervises students in a positive manner				
Implements instructional procedures and techniques with accuracy and quality				
Attendance and Punctuality:				
Reliable, dependable, punctual				
Evaluator's Comments*:				
<hr/>				
<hr/>				
<hr/>				
<p><i>*NOTE: Comments by the evaluator/s are encouraged on any item. A comment is REQUIRED on any item checked 'Needs Improvement' or 'Unsatisfactory'. (Please use other side of this sheet if more room is needed).</i></p>				
Employee's Self-Evaluation/Comments (optional):				
<hr/>				
<hr/>				
<hr/>				
Administrator/Supervisor Signature (if applicable)			Date	
Employee's Signature			Date	
<p><i>NOTE TO EMPLOYEE:</i> Signing this evaluation does not necessarily mean you agree with the content or assessment of the evaluator. Your signature indicates this evaluation was reviewed with you. You may add additional comments on the other side of this sheet.</p>				

f. Appendix F: Procedures to Implement Staff Development Stipend

1. The Director of Human Resources must approve, prior to attending, all courses, workshops, conferences, and other activities normally listed on the *Educational Assistant Staff Development Log*. (Work performed during Early Release Days does not require pre-approval, however, it should be listed on this form.) *It will be necessary to sign an attendance sheet upon entering and leaving an Early Release activity in order to be given credit for attendance.* District-sponsored workshops or professional development opportunities do not require prior approval of the Director of Human Resources.
2. The form, with the appropriate listing and if available, documentation of the content of the course, workshop, conference or other activity, must be submitted to the Director of Human Resources for pre-approval, after which, the original form will be returned to the CEAA member for each activity that is pre-approved and a copy of the Log will be maintained in the CEAA member's personnel file.
3. If estimated hours are listed next to a specific activity, the member must provide justification for the number of hours listed.
4. After completion of the course, workshop, conference or other activity, the following documents/materials are required to be submitted to the Director of Human Resources in order to be given credit for an hourly rate increase:
 - a) Original Educational Assistant Staff Development Log
 - b) Certification of Completion and/or Attendance
 - c) Course grade (if applicable)
 - d) Other supporting documentation such as:
 - Syllabus
 - Brochure
 - Agenda
5. All forms with prior and post approval must be submitted to the Director of Human Resources by May 1st of each year in order to be considered for staff development credit the following school year. No exceptions will be made if received after May 1st.
6. Educational Assistants are responsible for keeping copies of their records. Please refer to the current CEAA Collective Bargaining Agreement for more detailed information on the staff development procedure.
7. Forms for workshops and conferences attended in previous school years will not be accepted after May 1. Forms submitted for prior approval and/or post approval must be for the current school year only.

[illegible]

mea MEASUREMENTS
IN THE
LABORATORY

NEA-NH/NEA Enrollment Form and Payment Method

LEICESTERSHIRE

Sexual Security #: XXX - XX - _____ Locality: _____ Date of Birth: ____/____/____

$\Delta \log_2 \text{PPOX} \pm \text{MOSI} \text{ (N=50)}$

(p. 24, Note 1) on whether man is rational.

[illegible]

Refer to Dues Chart	Active Membership Type	✓	NEA	NEA-NH	Local Dues	*** REG. ELYON 100.00% 50%	*** AFRICA COMPS 100.00% 50%	Total
A	Professional 100%							
B	Professional 100% (First step)							
C	Professional 100% (Second step)							
D	Professional 50%							
E	Professional 50% (First step)							
F	Professional 50% (Second step)							
G	Professional 25%							
H	Professional 25% (First step)							
I	Professional 25% (Second step)							
J	ESP 100%							
K	ESP 75%							
L	ESP 50%							
M	ESP 25%							

Method of Payment	✓
Physical Disbursement	Dues deducted from your paycheck.
EFT	Dues deducted from your checking account thru First Merchants. Contact Customer Services for additional information.
Credit	Dues are not applied to credit.
Visa/MC	Dues are not applied to service.

By signing below I understand that my subscription is nonexclusive unless I provide this authorization in writing to succeed now with JNEA-TH policies

$$\begin{aligned} \mathbb{E}_{\mathbf{z} \sim p(\mathbf{z})} \mathbb{E}_{\mathbf{y} \sim p(\mathbf{y}|\mathbf{z})} \mathbb{E}_{\mathbf{y}' \sim p(\mathbf{y}'|\mathbf{z})} & \mathbb{E}_{\mathbf{y} \sim p(\mathbf{y}|\mathbf{z})} \mathbb{E}_{\mathbf{y}' \sim p(\mathbf{y}'|\mathbf{z})} \mathbb{E}_{\mathbf{y} \sim p(\mathbf{y}|\mathbf{z})} \mathbb{E}_{\mathbf{y}' \sim p(\mathbf{y}'|\mathbf{z})} \mathbb{E}_{\mathbf{y} \sim p(\mathbf{y}|\mathbf{z})} \mathbb{E}_{\mathbf{y}' \sim p(\mathbf{y}'|\mathbf{z})} \\ & \mathbb{E}_{\mathbf{y} \sim p(\mathbf{y}|\mathbf{z})} \mathbb{E}_{\mathbf{y}' \sim p(\mathbf{y}'|\mathbf{z})} \mathbb{E}_{\mathbf{y} \sim p(\mathbf{y}|\mathbf{z})} \mathbb{E}_{\mathbf{y}' \sim p(\mathbf{y}'|\mathbf{z})} \mathbb{E}_{\mathbf{y} \sim p(\mathbf{y}|\mathbf{z})} \mathbb{E}_{\mathbf{y}' \sim p(\mathbf{y}'|\mathbf{z})} \mathbb{E}_{\mathbf{y} \sim p(\mathbf{y}|\mathbf{z})} \mathbb{E}_{\mathbf{y}' \sim p(\mathbf{y}'|\mathbf{z})} \end{aligned}$$

i. Appendix I: Authorization for Voluntary Payroll Deduction
(Allowed under RSA 275:48 I and Lab 803.03 (c))

I, _____, hereby authorize
(Employee Name)

_____ to deduct from my wages the sum
(Employer)

of \$_____, beginning _____ and ending _____ until
(Amount) (Date) (Date)

The total amount of \$_____ has been deducted.
(Amount)

I am authorizing this voluntary deduction as specified in RSA 275:48 I and/or Lab 803.03(c).

For deductions made for accidental overpayments, employers are not allowed to deduct more than 20% of the employee's gross pay in any pay period. See RSA 275:48 I (d), (4), (c), (ii).

In the event my employment ends for any reason before the final deduction is made, the entire balance may _____(X) **or** may not _____(X) be deducted from my final wages.

(Employee's Signature)

(Date Signed)

j. Appendix J: Notice of Deficiency

ATTACHMENT J – CEEA Notice of Deficiency

Name: _____ School: _____

Classification: _____ Date: _____

Supervisor (if assigned): _____

Administrator: _____

For the performance factors/criteria listed below, indicate (X) the effectiveness with which they were applied in achieving the results. When evaluating each factor, apply the following definitions:

- Commendable:** Exceptional performance; role model for peers
Proficient: A skillful worker who consistently meets requirements and expectations
Needs Improvement: Improvement needed to increase effectiveness; growth will strengthen ability to handle responsibilities
Unsatisfactory: Unacceptable job performance

Performance Factors/Criteria	Commendable	Proficient	Needs Improvement	Unsatisfactory
Commitment to Standards and Quality:				
Demonstrates accuracy and quality work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Judgment:				
Demonstrates decision-making and problem-solving; common sense and logical decisions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shows initiative and good work ethic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Uses good judgment working with students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Demeanor and Integrity:				
Works effectively with students, staff, parents, and other adults	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Flexible/Adaptable – adjusts to changing work requirements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Willing to implement new methods and ideas				
Complies with rules, regulations and District policies				
Responds appropriately to supervision				
Delivery of Instruction:				
Supervises students in a positive manner				
Implements instructional procedures and techniques with accuracy and quality				
Attendance and Punctuality:				
Reliable, dependable, punctual				
Number of Absences: _____ (Note Period of time)				
Evaluator's Comments*:				

<p><i>*NOTE: Comments by the evaluator/s are encouraged on any item. A comment is REQUIRED on any item checked 'Needs Improvement' or 'Unsatisfactory'. (Please use other side of this sheet if more room is needed).</i></p>				
Employee's Self-Evaluation/Comments (optional):				

Administrator/Supervisor Signature (if applicable)		Date		
Employee's Signature		Date		
Grievance Advisor's Signature		Date		
<p><u>NOTE TO EMPLOYEE:</u> Signing this Notice of Deficiency does not necessarily mean you agree with the content or assessment of the evaluator. Your signature indicates this evaluation was reviewed with you. You may add additional comments on the other side of this sheet.</p>				

k. Appendix K: Grievance Procedure

a) Definition

- i) A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of an assistant or group of assistants based upon the interpretation, application, or violation of any of the provisions of this Agreement.
- ii) An "aggrieved person" is the person or persons making the claim.
- iii) A "party of interest" is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.

b) Procedures

- i) An employee with a grievance shall first submit it in writing to his/her Principal within thirty (30) school days of the date he/she knew or should have known of the grievance. The Principal shall meet with the employee within five (5) working days after receiving the written grievance.
- ii) If the aggrieved person is not satisfied with the disposition of the grievance by the Principal, or if no decision has been rendered within five (5) working days after the first meeting, the written grievance may be filed with the Superintendent or designee. The Superintendent or designee shall meet with the employee within five (5) working days after receiving the written grievance and shall communicate his/her decision in writing to the aggrieved person and the Association within five (5) working days after the meeting. If the employee is not satisfied with the disposition of the grievance by the Superintendent or designee, the employee shall notify the Association within five (5) work days after receipt of the Superintendent's or designee's decision. The Association may then file the grievance in writing with the School Board Communications Committee (SBCC) within ten (10) school days. A meeting between the Grievance Committee and the SBCC to examine the facts of the grievance shall be held within fifteen (15) days after receiving the written grievance. The SBCC will render a written decision within fifteen (15) school days after such meeting.
- iii) If the Association is not satisfied with the disposition of the grievance by the SBCC and determines that the matter should be arbitrated, it shall advise the Superintendent in writing within ten (10) working days of receipt of the employee's request. If the parties fail to agree upon an arbitrator within fourteen (14) days after the employee has requested arbitration, then either party may apply to the American Arbitration Association for designation of an arbitrator. The arbitrator shall proceed forthwith to make a final and binding disposition of the grievance by such means and methods as he may determine to be necessary. The arbitrator has no authority to alter, change, or modify any provision of this Agreement.
- iv) If either party fails to abide by the provisions of this Section (XIX) the other party may apply to Merrimack County Superior Court under the provisions of RSA 542 for enforcement of

this Agreement.

- v) The cost of arbitration, including the arbitrator's fees and reasonable expenses, shall be borne equally, subject to the agreement of both parties
- vi) No reprisals of any kind will be taken by the District or the Association against any party of interest or other participant in the grievance procedure.
- vii) Any party of interest may be represented by counsel or by a representative selected by the Association. The Association may appear and be heard at any stage of the grievance procedure.
- viii) A grievance involving a group of employees from different buildings or departments may be submitted in writing by the Association directly to the Superintendent or designee.