

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CONCORD SCHOOL DISTRICT**

**AND**

**CONCORD EDUCATIONAL OFFICE PERSONNEL ASSOCIATION**

**JULY 1, 2012 - JUNE 30, 2015**

This agreement, made and entered into between the Concord School District (the District) and the Concord Educational Office Personnel Association (the Association) shall be in force for the years beginning July 1, 2012, and ending June 30, 2015. It will be renewed annually unless one of the parties has notified the other in writing on or prior to the 1st of April preceding the termination date that it wishes to renegotiate. Termination of the 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.

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## RECOGNITION

- A. The District recognizes the Association as having been certified by the New Hampshire Public Employees Labor Relations Board (the Board) pursuant to **RSA 273-A**, as the exclusive representative of the bargaining unit consisting of all Administrative Assistant employees in the District who work at least twenty (20) hours per week, except the Administrative Assistant to the District Superintendent and the Administrative Assistants to the District Assistant Superintendent and Director of Finance and Operations.
- B. This Agreement may be terminated immediately by the District in the event that the Association is no longer certified by the Board as the exclusive representative of the bargaining unit pursuant to **RSA 273-A**.
- C. Any employee included within the bargaining unit may join any organization for his/her professional or economic improvement and membership in the Association or any other organization shall not be required as a condition of employment.

## II. MANAGEMENT

The Association agrees that, subject to the express provisions of this Agreement, the supervision, management and control of the District's business and operations, including those matters defined by **RSA 273-A** as being "managerial policy within the exclusive prerogative of the public employer, or confided exclusively to the public employer by statute or regulations adopted pursuant to statute" are exclusively vested in the District. The District agrees to the extent that any policies or procedures of the District are contrary to the express provisions of this Agreement, then this Agreement shall supersede such policies or procedures.

## III. NEGOTIATIONS PROCEDURE

- A. On or before October 15th of any year preceding 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. The first negotiation meeting will be held prior to October 31st following the giving of such notice.
- B. So long as this Agreement remains in effect, prior to each District Board meeting, the District will provide to the Association the same written information at the same time as it provides to the Concord Monitor.
- C. 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.
- D. The District and the Association recognize and will fulfill their obligation to negotiate in good faith as prescribed in **RSA 273-A**.
- E. 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 within fourteen (14) days of the signing.
- F. If agreement is not reached by January 15th 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.
- G. If the parties fail to agree on selection of a mediator or fact finder, and pursuant to **RSA-273-A:12**, the matter is referred to the Board for appointment of a mediator or fact finder, and if within twenty (20) days of such reference the Board has failed to appoint a mediator or fact finder, as the case may be, the parties will jointly and immediately petition the Board in writing for such appointment.

- H. If the Board does not make such an appointment within ten (10) days from the date of 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. ASSOCIATION RIGHTS

- A. 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 of any jurisdiction conferred by **RSA 273-A**.
- B. The Association and its representatives shall be treated as "organizations directly associated with the schools" as defined in the District's Manual of Policies and shall have such rights with respect to the use of school buildings as are from time to time set forth in the Manual of Policies for such organizations.
- C. Representatives of the Association shall be permitted to transact association business on school property at reasonable non-working times (subject to IV, B above) or during normal business hours provided that it is during non-working time for the employee or employees involved.
- D. At any District wide meeting of Administrative Assistant personnel, 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.
- E. At the beginning of every school year, the Association will be credited with six (6) days to be used by Association Officers or Designees of such. Such use, with pay, will be at the discretion of the Association and shall not be taken for a period of less than one half (1/2) of a day.

#### V. DUES DEDUCTION

- A. The District agrees to deduct from the salaries of the employees, dues for the Concord Educational Office Personnel Association, as said employees authorize the District to deduct and to transmit such dues to the Association. The Authorization will be in writing on the form contained herein (See Appendix G).
- B. The Concord Educational Office Personnel Association will certify to the District, in writing, the amount to be deducted and a list of affected employees. Deductions referred to in Section A above will begin on the first pay day of each school year.
- C. The District will not be required to honor any authorizations that are delivered to it later than August 15th, excluding new members of the Association.
- D. Fair Share
1. Although it is agreed that union membership is not a mandatory condition of employment, employees covered by this Agreement shall be required to pay union dues or a service fee in an amount not to exceed the union dues for the purpose of administering the provisions of this Agreement. Employees have the right to object to payment of a service fee and the union 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 union or paying a service fee.

2. The Association will certify to the District, in writing, the current rate of its union membership dues or service fee. If the Association changes the rate of its union 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.
3. Deductions referred to in Section D 1 above will begin on the first pay period of each school year.
4. The Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct union dues or a service fee for the Association, along with copies of their signed authorizations permitting the deduction. Any employee desiring to have the District discontinue deductions he/she has previously authorized must notify the District and the Association in writing sixty (60) days prior to the beginning of the school year.
5. The union 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.
6. The Administration shall provide all employees with a copy of the labor agreement within thirty (30) days after a successor agreement is signed.

## **VI. EMPLOYEE RIGHTS**

- A. The District recognizes each employee's rights as a citizen or resident of the United States of America. Such recognition does not make a claimed breach of this Paragraph A grievable under the provisions of this contract.

## **VII. VACANCIES AND NEW POSITIONS**

- A. "Temporary Employees" includes all personnel hired by the District on a temporary basis for a period of six months or less for special projects 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 who work at least twenty (20) hours per week 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 VII, B.
- B. 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 VII, A. Thus, replacement employees shall not be considered bargaining unit members and shall not receive benefits during that six (6) month period. Thereafter, replacement employees who work at least twenty (20) hours per week shall be provided with benefits in accordance with this Agreement for the duration of their employment or for the defined period of their employment. 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 XI 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.
- C. Whenever a vacancy occurs in an existing position or a new position is created by which the primary qualification is possession of normal secretarial or clerical skills, notification of such position shall be sent to the president of the Association before the position is otherwise advertised. The notice shall contain the following information: starting date, salary range, job description, department or building involved, the number of working days in the contract

year, and the dates that the period for taking applications opens/closes. Any Administrative Assistant within the unit shall have a right to an interview for the vacant position if that Administrative Assistant submits a written request not later than ten (10) days after the date the position was posted.

At the request of the Association's president, the District will provide the Association with the same information concerning the successful applicant as is printed in the District Directory.

- D. The intent of the following guideline is to assure that people hired from outside are not placed on a higher step than someone with equivalent experience from within the bargaining unit. Experience credit on the salary schedule will be for related education and work experience. No employee will be placed on a step higher than indicated by actual experience credit.

No new employee will be placed on the salary schedule at a salary step above step four (4). Bargaining unit employees transferring position within the District shall transfer step level.

- E. Whenever an Administrative Assistant Supervisor position is established, the position will be considered a newly created position which is subject to the application process in Article VII, C above. An Administrative Assistant Supervisor shall not be considered a Supervisor for purposes of Articles XI, XXIV and XXV of this Agreement.

#### **VIII. TRAVEL ALLOWANCES**

An employee may not be required by the District to use his/her personal car for District business. If an employee is requested to use his/her car in the course of employment, such employees will be reimbursed for the use of his/her car at the rate established by the District. The rate established by the District shall not be less than the applicable rate for the State of New Hampshire.

#### **IX. HOLIDAYS**

- A. Employees in the bargaining unit shall be granted the following days with pay provided they fall within the employee's contracted work year: Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the day following, the day before Christmas, Christmas Day, the day after Christmas, New Year's Day, President's Day, Memorial Day and Civil Rights Day, provided that if a holiday occurs when school is in session the employees will be given compensatory time. Compensatory time for those working in school buildings will be taken on non-school days.

#### **X. TEMPORARY SUBSTITUTIONS**

- A. An employee who is asked to perform the work of an Administrative Assistant Supervisor for more than three consecutive days shall receive the secretarial supervisor's rate on the fourth day and for all consecutive working days thereafter during which the work of the secretarial supervisor is performed and the secretarial supervisor is absent. However, the secretarial supervisor rate paid during a temporary substitution shall not include any stipend paid to the secretarial supervisor pursuant to Schedule B of the Agreement. Provided, that this provision shall not apply when the secretarial supervisor is on vacation. Provided, further, that the employee receiving the secretarial supervisor rate due to a temporary substitution shall be responsible for submitting to the central administration office time slips for the increased rate available under this section.
- B. Employees shall submit time sheets for extra work performed at the work place or domicile, beyond the established work week, which is assigned, suffered or permitted by the employer. Should an employee be requested and agree to work overtime due to the assignment of temporary additional duties, the employee shall be compensated for hours in excess of forty (40) at one and one-half (1 1/2) times the employee's regular rate of pay.

## XI. DISCIPLINE/TERMINATION OF EMPLOYEES

- A. Employees hired for a permanent position shall be probationary employees for the first ninety (90) calendar days following the first day they begin work. Probationary employees may be terminated in the sole discretion of the District or its representatives. Notwithstanding the discretion retained by the District in this paragraph XI, A, the anniversary date for employees for purposes of determining entitlement to fringe benefits including health insurance benefits shall be the date the employee was hired, not the date on which the probationary period expired.
- B. No permanent employee shall be warned, discharged, suspended, disciplined, reprimanded, or reduced in position except for just cause.
- C. The parties agree that discipline will be progressive and corrective. This provision does not abrogate the District's right to suspend or discharge as defined in Sections "B" and "E" of this Article.
- D. Administrators, building principals or other supervisors shall extend to any employee who is not performing his/her duties or responsibilities, appropriate written warnings. Copies of the warnings shall be forwarded to the Director of Human Resources. At the written request of the employee made within five (5) days of the written warning, a meeting with the person issuing the warning shall be scheduled within five (5) working days of the written request. If unsatisfactory performance continues, a written summary of the situation and appropriate recommendation concerning the retention, transfer, or termination of the person in question must be forwarded to the Director of Human Resources. The Director of Human Resources, upon the employee's written request shall meet with the employee and the administrator, building principal, or supervisor involved to review the matter, prior to taking any final action on the recommendation. If, in the judgment of the employee, his/her continued employment may be adversely affected, a representative of the Association may be present.

The procedure described in this Paragraph D shall not be deemed to prevent administrators, building principals or other supervisors from having informal conferences or meetings with an employee concerning his/her conduct or performance prior to initiating the written warning procedures.

- E. When in the judgment of the District or its representative, charges of an extremely serious nature (for example: theft, immoral conduct, fighting or attempt to injure another, willful destruction of property, insubordination) are made, the Director of Human Resources shall meet with the accused, who may be represented by the Association, and present the charges and evidence in the District's possession. If it is in the determination of the Director of Human Resources that the employee should be immediately suspended, such suspension shall be without pay. Should the employee be found innocent of the charges, he/she will be reinstated with the back pay and benefits to the position previously held.
- F. Subject to the provisions of RSA 273-A:11, I(a), any employee required to appear before the District Board of Education or an agent of the District Board, where charges are made against him/her, shall be given the right to have an Association advocate present for advice and representation.
- G. When a position is eliminated based on reduction in school attendance, decrease in the number of students, decrease in course enrollment, budget shortfall or reorganization of staff, the layoff procedure will assure all bargaining unit members rights of seniority and rights to reemployment should positions become available for which the laid-off employee is qualified. The following procedure will be used:
  - 1. The District shall lay off personnel in the inverse order of hiring as a CEOPA position Administrative Assistant and must reinstate them in the inverse order of their being laid-off, with no loss of credit for previous years of service.
    - a. Seniority shall be determined:

First by years of continuous service (date of hire) to the District as CEOPA bargaining unit position Administrative Assistant.

Second by total years of service to the District as a CEOPA bargaining unit position Administrative Assistant.

Third by total years of service to the District.

If a tie should exist, the Association, the Board, and if possible, the affected Administrative Assistants shall jointly conduct a lottery to determine the Administrative Assistant with the greatest service.

Procedures:

- a. The District shall notify affected personnel as early as it possibly can, but no later than June 1.
  - b. The District will notify the Association at the same time it notifies the affected employee(s).
  - c. The notice to the Association and the affected employee(s) will include reasons for the reduction-in-force and reasons for the selection of the particular employee(s).
2. For a period of twenty-four (24) 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 twenty-four (24) month period while there are laid-off employees available who are qualified to fill a vacancy.

Employees who wish to be eligible for rehiring under this sub-paragraph XI, G2 must notify the Director of Human Resources in writing within thirty (30) days of the original layoff. The right to preferential rehiring shall not apply to probationary employees terminated pursuant to paragraph XI, A.

- a. When a position becomes available for recall the District shall notify eligible employees first by phone (**personal communication**) and if unable to **communicate by phone**, by certified mail with return receipt requested and restricted delivery at last known address. It shall be the responsibility of the laid-off employee to maintain a current address on file with the School District.
- b. If a laid-off employee refuses an offer for reemployment in a position for which he/she is qualified, or fails to respond to such an offer within fourteen (14) days of certified notification, the employee shall forfeit his/her rights to reemployment under the conditions of this section.
- c. The affected (to be laid off) employee with the highest seniority will start at the bottom of the seniority list and be considered for the bottom job. If he/she is not qualified, he/she will be considered for the next job (moving up the list) and so forth until he/she is qualified for a position or he/she reaches his/her original space on the seniority list. If he/she reaches his/her original space and has not qualified for any position, he/she will be laid off.

## XII. LEAVES OF ABSENCE

### A. Annual Leave

Fifty-two (52) week employees shall be entitled to one and one-half (1 1/2) days per month (or any part thereof) annual leave. All other employees shall be entitled to one-quarter (1/4) day per month (or any part thereof) annual leave during the first five (5) years of employment in the District; after five (5) years, these employees shall be entitled to one-half (1/2) day per month (or any part thereof) annual leave. Annual leave may be accrued for a period not to exceed sixty (60) days for fifty-two (52) week employees only. Less than fifty-two (52) week

employees shall exhaust accrued annual leave during the contract year. Less than fifty-two (52) week employees who are unable to exhaust all their accrued annual leave during the contract year will be paid for unused annual leave, up to a maximum of two (2) days of unused annual leave, on the last day of the fiscal year. Annual leave will not accrue during unpaid leaves of absence.

B. Sick Leave

1. Employees shall earn two (2) days of sick leave for each calendar month or portion thereof. (Fifty-two (52) week employees - twenty-four (24) days; less than fifty-two week employees -- twenty (20) days.) Sick leave is cumulative to one hundred and twenty-five (125) days.
2. On their 31st day of employment, new employees shall be credited with ten (10) days of sick leave. No additional accumulation shall occur until the employee's sixth (6th) month of employment and said accumulation shall then continue in accordance with Section 1 above.
3. Sick leave shall not be assigned or used for periods of employee's absences for injury or illness arising out of or in the course of employment except for the purpose of payment by the District of the difference in worker's compensation payments and the employee's regular salary as set forth in Article XX, Section E. Sick leave will not accrue during unpaid leaves of absence.

C. Emergency Leave

1. The parties recognize that emergencies not excluding illness in the family, may occur from time to time that require the absence of an Association member from customary employment responsibilities within the District. When said emergencies occur, an employee shall be entitled to absent themselves from their employment with pay.
2. An individual shall not be refused permission to leave if, in the opinion of the individual, an emergency exists. In the event that the District determines that an emergency requiring the individual's absence did not actually exist, it shall follow the requirements of the grievance procedure contained herein.

D. Bereavement Leave

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. Days utilized for funerals in the immediate family shall not be deducted from sick leave. Immediate family shall be defined as: spouse, civil union partner, domestic partner (unmarried and un-civil-unioned), child, mother/father, brother/sister, grandparents/grandchildren, step mother/father/brother/sister/child, aunt/uncle, first cousin, legal guardian, and in-laws: mother/father/brother/sister. An employee may utilize up to three (3) days of sick leave per year to attend other funerals.

E. Bonus Leave

Employees will earn one (1) day of bonus leave for each three (3) month period without using a sick leave day.

F. Jury Duty/Subpoena

An employee who is lawfully subpoenaed or requested to serve on jury duty will receive his/her 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, however, any such payment to the employee for mileage or travel shall be retained by the employee.

**G. Miscellaneous Leave**

1. Part-time employees transferring to full-time, fifty-two (52) week positions may transfer all days or sessions of sick, annual and bonus leave. Fifty-two (52) week employees transferring to part-time, forty-four (44) week or 180-day positions, may transfer all days or sessions of sick, annual and bonus leave.
2. If an employee shall die from any cause while in service and there remains sick, annual or bonus leave standing to his/her credit, then the sick, annual and bonus leave shall be paid to the following order of priority: (1) a named beneficiary whose name has been filed by said employee; (2) if no named beneficiary has been filed, to the employee's surviving spouse, then to the estate of the deceased employee.
3. All employees will receive an accounting of their accumulated sick leave, annual leave, and bonus leave on each pay check stub. Effective September 1, 2000, accumulated leave, future accrual of leave, and use of leave shall be accounted for in hour increments.

**XIII. CHILD CARE LEAVE**

- A. A leave of absence of up to one (1) year without pay shall be granted to an employee for the purpose of child care. Employees 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 a medical emergency.
- B. An employee who takes a 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 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 employee may contribute to the cost of his/her insurance coverage in order to remain on the group plan while on leave.

In the event an employee wishes to return to work before all granted leave has elapsed, he/she will give the Board at least fifteen (15) days notice of intent to return.

Should an employee decide to terminate employment at the end of leave, he/she will give the Board notice of such intent at least fifteen (15) days prior to the termination of leave.

**XIV. LEAVES OF ABSENCE - HEALTH**

- A. Leaves of absence for health reasons may be granted by the Superintendent. Extensions beyond one (1) year may be granted by the Superintendent. Denial of such leave may be appealed to the Board.
- B. Other leaves of absence may be granted without pay by the Superintendent.
- C. 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.
- D. An employee who takes 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 employee may contribute to the cost of his/her insurance coverage in order to remain in the group plan while on leave.

In the event an employee wishes to return to work before all granted leave (under Article XIV, Section A) has elapsed, he/she will give the Superintendent at least fifteen (15) days notice of intent to return.

Should an employee decide to terminate employment at the end of leave, he/she will give the Superintendent notice of such intent at least fifteen (15) days prior to the termination of leave.

E. Leaves of absence shall not be unreasonably denied.

**XV. MILITARY LEAVE**

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.

**XVI. LUNCH PERIOD**

To the extent consistent with the orderly functioning of school, employees will be given a duty-free lunch period of at least one-half (1/2) hour and no more than one (1) hour. The length of a lunch hour shall be subject to the discretion of the administrator, building principal, or other supervisor.

**XVII. SALARIES**

The salaries of all employees covered by this Agreement are set forth in Schedule B attached hereto and made a part hereof.

**XVIII. LONGEVITY**

The District agrees to award longevity payments as set forth herein. Longevity shall be credited to an employee as of the employee's date of hire. Employees who become eligible for longevity during a contract year (based upon their employment anniversary date) shall immediately begin to receive compensation pursuant to this Article XVIII.

10 - 14 years	\$1.00/hour
15 - 19 years	\$1.25/hour
20 - 24 years	\$1.50/hour
25 years or more	\$2.00/hour

Employees at Step 8 on the salary scale for one (1) year or more, and not eligible for longevity, shall receive a stipend ("the longevity stipend") of **\$1,000**.

**XIX. ANNUITIES**

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 salary. 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. No new investment provider may be included in this plan unless ten (10) District employees have expressed an interest in enrolling in that investment provider's portfolio.

**XX. INSURANCES**

A. Health

1. Choice of Benefits

- a. The District will offer all bargaining unit members a choice of three medical benefits plans: (1) a Blue Cross/Blue Shield/Anthem POS plan (2) a Blue Cross/Blue Shield/Anthem HMO plan and (3) a Blue Cross/Blue Shield/Anthem OAPIN plan.
- b. The District and the bargaining unit member will contribute the following amounts toward the cost of medical benefits for eligible bargaining unit members who elect to enroll in the Point of Service (POS) plan based upon the audited annual cost of the plan subscribed to by the bargaining unit member (i.e., single, two-person or family) as that cost is determined by the District on or before September 1 of each year:
  - (1) The District will only contribute toward the cost of an HMO or deductible plan as noted below. To purchase POS plan coverage, the employee is responsible to pay the difference or "buy-up" to the POS plan.
- c. The District and the bargaining unit member will contribute the following amounts toward the cost of medical benefits for eligible bargaining unit members who elect to enroll in the Health Maintenance Organization (HMO) plan based upon the audited, annual cost of the plan subscribed to by the bargaining unit member (i.e., single, two-person or family) as that cost is determined by the District on or before September 1 of each year:
  - (1) The District will contribute 85% and the bargaining unit member will contribute 15% of the audited annual cost of the plan subscribed to by the bargaining unit member.
- d. The District and the bargaining unit member will contribute the following amounts toward the cost of medical benefits for eligible bargaining unit members who elect to enroll in the Open Access Plan In-Network (OAPIN) plan based upon the audited, annual cost of the plan subscribed to by the bargaining unit member (i.e., single, two-person or family) as that cost is determined by the District on or before September 1 of each year:
  - (1) The District will contribute 95% and the bargaining unit member will contribute 5% of the audited annual cost of the plan subscribed to by the bargaining unit member.
- e. Wellness Program. A wellness program will be offered as an element of medical benefits regardless of the specific plan chosen by the bargaining unit member. Bargaining unit members may participate in the wellness program.
- f. The District will offer bargaining unit members eligible for insurance the option to enroll in civil union benefits in the medical benefit plans offered by the District, provided that the bargaining unit member and his or her civil union partner complete and submit all forms required by the medical benefit plan provider to establish his or her eligibility for benefits. Bargaining unit members eligible for insurance and their civil union partners will have a choice of benefit plans as outlined in this Article XX,A,1 above and will contribute toward the cost of their elected benefit plan at the rates set out in Paragraphs c - e above.
- g. Each year the District will conduct a study of actual costs of health insurance claims and administrative costs to BC-BS, and will make an accurate determination of the actual premiums that would have otherwise been adequate to cover the costs. The association has the right to participate in this audit and shall receive a copy of the audited analysis.

On or before September 15, the District's annual budgeted health expense for the preceding fiscal year shall be measured against the actual health expense of the District for that fiscal year. Beginning with the plan year September 1, 2002: if there is a surplus at the end of the fiscal year between the amount of all health insurance claims plus administrative costs paid and the amount of the total premium set by BC-BS/Anthem in that year, the bargaining unit portion of any surplus will be rebated on a pro-rata basis to employees who contribute to the plan, following the District's

annual audit of the actual costs of health insurance claims and administrative costs. The amount of said pro-rata rebate shall be based upon dollars paid by the employee as co-payment during the given fiscal year. The rebate will be payable to current employees no later than December of the year following the fiscal year during which the surplus arose. However, no rebate will be paid to any employee until the minimum rebate due any current employee is \$50.

The unit member's contribution for medical benefits will be provided through payroll deduction in equal installments through the individual unit member's elected pay periods. 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, but not later than January 1, 1995, the District will file with the Internal Revenue Service to qualify all other allowable benefit contributions as pre-tax deductions pursuant to Section 125 of the Internal Revenue Code. As of September 1, 1993, and for all years thereafter in which medical benefit contributions are made by unit members, said contributions shall be equally divided among the elected pay periods.

The District's group health insurance coverage may be purchased by an employee who works less than thirty (30) hours per week, but at least twenty (20) hours per week. However, the Board will not contribute towards the cost of this insurance. The Board agrees that should it provide payment of health insurance to any other District employee who works less than thirty (30) hours per week, the identical benefits and restrictions will apply to members of CEOPA.

2. The District will begin coverage as of the first day of the month of employment if the District is aware prior to said date that an employee is to commence work in that month and the District has received a completed health insurance form at least five (5) days prior to the first day of the month of employment. In all other cases, coverage shall begin as of the first day of the month following employment if a completed health insurance form has been received by the District at least five (5) days prior thereto. Coverage shall continue through the last day of the month of termination.
3. The District will pay the following amounts to bargaining unit members eligible for health insurance who, during an open enrollment period, decline health insurance for the subsequent health insurance plan year and provide proof of health insurance coverage from a source other than the District:

\$1,400 to a bargaining unit member eligible for a family plan  
\$1,000 to a bargaining unit member eligible for a two-person plan  
\$700 to a bargaining unit member eligible for a single person plan

#### B. Retiree Health Insurance

Retirees shall be permitted access to the District's health insurance plan as it exists for District employees within the CEOPA bargaining unit. Upon retirement for the contract year 2012-2013, the District shall pay 65% of the premium for the single or two-person plan with the retiree paying the remaining costs. Upon retirement for the contract years 2013-2014 and 2014-2015, the District shall pay 65% of the premium of the HMO or OAPIN single or two-person plan only with the retiree paying the remaining costs. A retiree wishing to purchase a POS plan, will pay the difference or "buy-up". The parties agree to adhere to the rules of the health insurance provider.

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

#### C. Disability

1. The District will purchase long term disability and accident insurance coverage on employees who work a minimum of thirty (30) hours each week during the regular school year exclusive of vacation time. Disability coverage will provide 66 2/3 % of basic monthly earnings.
2. The District shall also purchase long term disability and accident insurance coverage on employees who work a minimum of twenty (20) hours each week during the regular school year, exclusive of vacation time. Disability coverage will provide 66 2/3% of basic monthly earnings. To become eligible under this section of the contract, an employee must have been employed for a minimum of three consecutive years.

D. Liability

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.

E. Worker's Compensation

The District agrees to purchase worker's compensation insurance at no cost to the employee. An employee injured in a covered accident who receives worker's compensation insurance payments will also receive from the District, the difference between such payments and the individual employee's regular gross salary for the balance of his/her accrued sick leave so as to reduce accumulated sick leave at the rate by which it is applied by the District, at full value of accumulated sick leave. Such use of sick leave to compensate for loss of net wages, shall be subject to the employee's approval and shall be applied as set forth in this article unless the employee has provided written objection that it not be applied.

F. Dental Insurance

The District will offer bargaining unit members a single, two person, or family Delta Dental plan, A, B, & C (100% of coverage A, 100% of coverage B, 50% of coverage C) or equivalent. Bargaining unit members will contribute toward the cost of their elected dental benefit plan in the amount of \$0.01 per pay period paid through payroll deduction during each of twenty (20) pay periods during the contract year.

G. Life Insurance

The District will purchase \$45,000 of term life insurance for each member 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.

H. Sick Leave Bank

The Board 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 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 additional days only at the start of each school year to bring it up to the two hundred (200) maximum.
2. That no one may contribute more than ten (10) days in any school year to the sick leave bank; and that any days contributed shall be deducted from that year's sick leave entitlement for the person making said contribution.

3. That the Association shall notify the Board by September 15th 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.
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.

I. Personal Property Insurance

The District will reimburse an Administrative Assistant up to \$200 to cover the deductible for non-insured loss and/or damage to the Administrative Assistant's automobile per incident in the course of job-related responsibilities.

**XXI. PHYSICAL EXAMINATION**

- A. 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 the physical examination, including a tuberculin skin test, to the extent it is not covered by insurance. Extra laboratory and x-ray procedures not normally included in a routine physical will not be paid by the District.
- B. The physical shall include a tuberculin skin test which shall be administered in accordance with Concord School Board policy.

**XXII. RETIREMENT AND SEPARATION PAY**

Employees who transfer or leave the District shall receive 100% of accumulated annual and bonus leave. Employees who transfer or leave the District with eight (8) to fifteen (15) consecutive years of service, except those employees terminated for just cause, shall be entitled to payment for 35% of the sick leave that they have accumulated at the rate they receive at the time of their separation. After fifteen (15) years of service to the District, employees shall be compensated for 100% of their unused sick leave.

In the event of any penalty assessed against the District by the New Hampshire Retirement System pursuant to RSA 100-A:16, III-A, the amount of compensation which results in said penalty shall be paid to a 403(b) plan on behalf of the employee in lieu of direct compensation.

**XXIII. PAY PERIODS**

All employees who work less than fifty-two (52) weeks may choose to be paid in either twenty-two (22) or twenty-six (26) equal bi-weekly payments, but are not to be paid in advance.

**XXIV. PROFESSIONAL IMPROVEMENT**

- A. 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.

- B. The District agrees to budget \$3,000 for each of the 2012-2013, 2013-2014, and 2014-2015 to pay for courses and workshops which are work related and approved by an employee's supervisor and the Director of Human Resources. Payment for each course or workshop shall be made to the institution on the employee's behalf at the time of enrollment. 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 "*Voluntary Payroll Deduction Authorization*" 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, or as specified on the *Voluntary Payroll Deduction Authorization* form. Satisfactory proof of course or workshop completion is required and shall be submitted to the HR Dept. within thirty (30) days of completion of the course or workshop. The administration of the reimbursement provision will be managed by the District's Professional Staff Development Director or Superintendent's designee.

The actual amount of reimbursement will be at the existing credit hour cost at the Concord campus of the New Hampshire Technical Institute (NHTI). An individual is limited to reimbursement for up to three (3) classes or workshops in a fiscal year.

- C. 1. The District agrees to fund the attendance of up to 10 members of the bargaining unit in order that they might attend the NHAEOP Conference, (namely, organizational meals excluding liquor, lodging at double occupancy room rate, registration fee and travel). Upon the request by the employee, the District will advance to the employee funds for registration, room fees and any other appropriate expenses which can be specifically determined prior to the conference.
2. An employee may request of his/her supervisor the opportunity to attend work related workshops, which requests shall not be unreasonably denied. The employee shall not be required to expend his/her own funds for registration costs relating to said workshops.

## **XXV. GRIEVANCE PROCEDURE**

### **A. Definition**

1. A "grievance" is a claim based upon the interpretation, meaning or application of any of the provision of this Agreement. Only claims based upon the interpretation, meaning or application of any of the provisions of this Agreement shall constitute grievances under this Article.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in 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. Procedure**

1. An employee with a grievance shall first submit it in writing to his/her immediate supervisor within 30 work days of the date he/she knew or should have known of the grievance. The supervisor shall meet with the employee within five (5) work days after receiving the written grievance.
2. If the aggrieved person is not satisfied with the disposition of the grievance by his/her supervisor, or if no decision has been rendered within five (5) work days after his/her first meeting, the written grievance may be filed with the Director of Human Resources. The Director of Human Resources shall meet with the employee within five (5) work days after receiving the written grievance and shall communicate his/her decision in writing to the aggrieved person and the Association within five (5) work days after the meeting.
3. If the employee is not satisfied with the disposition of the grievance by the Director of Human Resources he/she shall notify the Association within five (5) work days after receipt of the Director of Human Resources' decision. If the Association determines that the matter should be arbitrated, it shall advise the

Director of Human Resources in writing within ten (10) work days of the 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/she may determine to be necessary. The arbitrator is limited in his/her authority to interpreting the contract in the resolution of this issue submitted to him/her by the parties and has no authority to alter, change or modify any provision of this Agreement.

If either party fails to abide by the provisions of this Section (XXV, B3) the other party may apply to Merrimack County Superior Court under the provisions of RSA 542 for enforcement of this Agreement.

The cost of arbitration, including arbitrator's fees and reasonable expenses, shall be borne equally by the District and the Association. Any additional cost attendant with the hearing shall also be borne equally, subject to the agreement of both parties.

4. a. No reprisals of any kind will be taken by the District or the Association against any party in interest or otherwise participant in the grievance procedure.
- b. Any party in interest may be represented by counsel or by a representative selected by the Association. The Association may appear to be heard at any stage of the grievance procedure.
5. Forms for the grievance procedure will be jointly prepared by the Director of Human Resources and the Association and given appropriate distribution.
6. A grievance involving a group of employees from different buildings or departments may be submitted in writing by the Association directly to the Director of Human Resources. The Director of Human Resources may, in his/her sole discretion, process the grievance as if (1) it constituted a single grievance, or (2) as if it were a group of individual grievances, all of which had been processed through the preliminary steps described in this Agreement.

## **XXVI. DISCRIMINATION**

The Board 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, transfer or discipline of secretarial or clerical employees 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.

## **XXVII. OVERTIME**

- A. Overtime is authorized work performed in excess of the employee's established work week which is assigned, suffered or permitted by the employer.
- B. Actual hours worked, annual leave, compensatory time, holiday time, will constitute "time worked" for the purpose of determining the "established work week" required to establish eligibility for overtime compensation.
- C. Overtime shall be compensated at one and one-half (1 1/2) times the employee's regular salary rate for work performed in excess of forty (40) hours per week, unless the rate of the position assigned is higher, in which case the employee shall receive overtime pay computed at the higher rate after forty (40) hours. In the event an employee refuses overtime, the administrator will contact the Director of Human Resources to confirm the need for emergency overtime. In the event the Director of Human Resources determines that there exists an emergency need for overtime, the administrator requesting the overtime shall solicit volunteers from other employees within the necessary skill level before ordering involuntary overtime.

- D. Compensatory time shall be administered in accordance with the relevant provisions set forth in Article XXVII. Compensatory time earned under this Article shall be taken on days to be determined by mutual consultation between the bargaining unit employee and his/her supervisor.
- E. An employee may receive compensatory time off at the rate specified in Section C of this Article XXVII in lieu of overtime pay if the employee agrees to work for compensatory time. Compensatory time must be given within ninety (90) days. However, it may be extended an additional ninety (90) days if mutually agreed by employer and employee.

**XXVIII. MISCELLANEOUS**

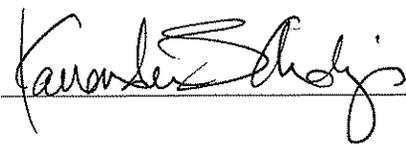
- A. The provisions of the Agreement are severable, and if any provision is found to be unlawful by any court of competent jurisdiction for any reason, it shall not affect the validity or enforceability of the remaining provisions of the Agreement.
- B. It is agreed that personnel policies, practices and matters affecting working conditions which are within the scope of the employer's authority will not be changed or implemented without prior negotiations when they are in conflict with this Agreement except as provided in RSA 273-A, et seq.
- C. Administrative Assistants in the bargaining unit shall not be required to perform job responsibilities outside the scope of those customarily associated with school Administrative Assistant positions except in emergency situations.

**XXIX. SUMMER HOURS**

- A. Summer hours will be six and one-half (6 1/2) hours per day. Effective July 1, 2010, summer hours will begin July 1 and will end ten (10) working days before students return to school for the fall term.
- B. The Superintendent may require bargaining unit members to work at Central Office until 4:30 p.m. on a rotating schedule for coverage.
- C. The District will continue the past practice of offering compensatory time for the performance of this extra duty and will continue to assign such non-unit employees who have in the past been assigned.

CONCORD SCHOOL DISTRICT

Date: 11-5-12

By: 

CONCORD EDUCATIONAL OFFICE  
PERSONNEL ASSOCIATION

Date: 11-6-12

By: 

## SCHEDULE A

### CEOPA POSITIONS IN CONCORD SCHOOL DISTRICT

<u>Title</u>	<u>Location</u>
Administrative Assistant - Business Office/Grant-Project Accounting	Central Office
Administrative Assistant - Business Office/Payroll	
Administrative Assistant - Business Office/Accounting	
Administrative Assistant - Business Office/Accounting	
Administrative Assistant - Maintenance/Custodial	
Administrative Assistant - Business/Human Resources	
Administrative Assistant - Business/Human Resources	
Administrative Assistant - Business/Human Resources	
Administrative Assistant - Business Office/Staff Development	
Administrative Assistant - Food Service	
Administrative Assistant - PPS/Special Ed.	
Administrative Assistant - Receptionist/IT/HR	
Administrative Assistant - Supervisor	Concord High School
Administrative Assistant - Supervisor CRTC	
Administrative Assistant - Commons A	
Administrative Assistant - Commons B	
Administrative Assistant - Commons D	
Administrative Assistant - Commons W	
Administrative Assistant - Community Education	
Administrative Assistant - Athletics/Physical Education	
Administrative Assistant - Guidance	
Administrative Assistant - Special Education	
Administrative Assistant - Vocational	
Administrative Assistant - Attendance	
Administrative Assistant - Receptionist	
Administrative Assistant - Finance	
Administrative Assistant – Administration/Personnel/Payroll	Rundlett Middle School
Administrative Assistant – Administration/Grade Level	
Administrative Assistant – Receptionist/Attendance	
Administrative Assistant – Special Programs	
Administrative Assistant – Financial/Scheduling	
Administrative Assistant – Abbot-Downing	Elementary Schools
Administrative Assistant - Beaver Meadow	
Administrative Assistant - Broken Ground	
Administrative Assistant – Christa McAuliffe	
Administrative Assistant – Mill Brook	

Concord School District reserves its managerial prerogative and right to change position titles and locations.

SCHEDULE B

CEOPA SALARY SCHEDULE

2012-2013

<u>STEP</u>	Administrative <u>Assistant</u>	Administrative <u>Assistant Supervisor</u>
1	\$14.21	\$15.62
2	\$14.88	\$16.38
3	\$15.57	\$17.13
4	\$16.24	\$17.87
5	\$16.93	\$18.61
6	\$17.59	\$19.36
7	\$18.26	\$20.09
8	\$18.96	\$20.86

2013-2014

<u>STEP</u>	Administrative <u>Assistant</u>	Administrative <u>Assistant Supervisor</u>
1	\$14.35	\$15.78
2	\$15.03	\$16.55
3	\$15.73	\$17.30
4	\$16.40	\$18.05
5	\$17.10	\$18.80
6	\$17.77	\$19.56
7	\$18.44	\$20.29
8	\$19.15	\$21.07

2014-2015

<u>STEP</u>	Administrative <u>Assistant</u>	Administrative <u>Assistant Supervisor</u>
1	\$14.50	\$15.94
2	\$15.18	\$16.71
3	\$15.89	\$17.47
4	\$16.57	\$18.23
5	\$17.27	\$18.99
6	\$17.95	\$19.75
7	\$18.63	\$20.49
8	\$19.34	\$21.28

**SCHEDULE B**  
**CEOPA SALARY SCHEDULE**

Page 2

**Stipends**

1. Full-time employees who were on Classification III as of June 30, 1996, will receive a stipend each year calculated as follows:
  - \$850.00 for full-year employees
  - \$750.00 for others
2. Full-time employees who were on classification IV as of June 30, 1996, will receive a stipend each year calculated as follows:
  - \$1,700.00 for full-year employees
  - \$1,500.00 for others
3. Employees who were on Classification III or IV as of June 30, 1996, and who work less than 7.0 hours per day or work less than five (5) days per week will have the stipend appropriate for their classification and schedule pro-rated.
4. Employees who were eligible to receive a stipend in accordance with Paragraphs 1-3 above and who transfer either from a full-year to a less than full-year position or from a full-time to less than full-time position or vice versa, will have their stipend modified and paid in accordance with Paragraphs 1-3 above.
5. It is understood by the parties that a stipend shall be paid, in accordance with Paragraphs 1-4 above, for so long as those employees who were on Classification III or IV as of June 30, 1996, continue in their employment with Concord School District. It is also understood by the parties that the stipends paid shall remain as set forth in paragraphs 1-4 above for that period.
6. Stipends shall be paid in installments equally divided over the number of pay periods elected by the employee in accordance with Article XXIII.
7. No stipends will be paid to employees hired after June 30, 1996.

SCHEDULE C

ADMINISTRATIVE ASSISTANT EMPLOYEE AGREEMENT

CCOUNT NUMBER <<ORGN\_DIST\_ORG>> - <<ACCT\_DIST\_ORGN>>  
<<EMP\_NO>>

EMPLOYEE NUMBER

CONCORD SCHOOL DISTRICT  
38 LIBERTY STREET  
CONCORD, NEW HAMPSHIRE 03301-3999

<<F\_NAME>> <<L\_NAME>>  
<<ADDR1>>, <<ADDR2>>  
<<CITY>>, NH <<ZIP>>

1. STEP <<STEP\_X>> ANNUAL SALARY <<ARATE2>> INCLUDING MAXIMUM STEP <<MAX\_STEP>>, STIPEND <<STIPEND>> HOURLY RATE <<HRT>> \* LONGEVITY <<HRATE2>>

2. PAY PERIODS WILL BE BI-WEEKLY MADE IN <<NO\_PAYS>> INSTALLMENTS BEGINNING JULY 10, 2009 AND ENDING JUNE 25, 2010

3. THE DISTRICT SHALL EMPLOY THE ABOVE-NAMED EMPLOYEE FOR THE CONTRACT YEAR BEGINNING JULY 1, 2009 AND ENDING JUNE 30, 2010 (SEE IMMEDIATE SUPERVISOR FOR SPECIFIC STARTING AND ENDING DATES).

4. ACTUAL WORKING DAYS ARE BASED ON <<HOURS\_DAY>> HOURS PER DAY, 5 DAYS PER WEEK NOT TO EXCEED <<CONT\_DAYS>> DAYS (SUMMER HOURS WILL BE PROVIDED IN ACCORDANCE WITH THE CEOPA MASTER AGREEMENT).

5. POSITION <<PHYS\_NAME>> LOCATION <<LOCATION\_DESC>>

PLEASE REFER TO THE CEOPA MASTER CONTRACT FOR INFORMATION RELATING TO THE FOLLOWING:

	<u>APPLIES</u>
6. PAID HOLIDAYS	<u>YES</u>
VACATION/ANNUAL LEAVE BENEFITS (12-MONTH EMPLOYEES ONLY) (LESS THAN 52-WEEKS EMPLOYEES)	<u>YES</u>
8. SICK LEAVE	<u>YES</u>
9. BLUE CROSS/BLUE SHIELD COVERAGE	<u>YES</u>
10. LONG-TERM DISABILITY & ACCIDENT INSURANCE COVERAGE	<u>YES</u>
11. LIFE INSURANCE	<u>YES</u>
12. REEMPLOYMENT CONTRACT FOR THE FOLLOWING YEAR WILL BE ISSUED, EXCEPT IN UNUSUAL CIRCUMSTANCES, ON OR BEFORE MAY 15TH AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY JUNE 1ST.	

\* HOURLY RATE INCLUDES LONGEVITY.

AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, BY AND BETWEEN THE CONCORD SCHOOL DISTRICT AND THE ADMINISTRATIVE ASSISTANT.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS.

CONCORD SCHOOL DISTRICT

BY \_\_\_\_\_  
DIRECTOR OF HUMAN RESOURCES

BY \_\_\_\_\_  
ADMINISTRATIVE ASSISTANT

SCHEDULE C'

PROVISIONAL ADMINISTRATIVE ASSISTANT EMPLOYEE AGREEMENT

ACCOUNT NUMBER «ORGN\_DIST\_ORG» - «ACCT\_DIST\_ORGN»  
«EMP\_NO»

EMPLOYEE NUMBER

CONCORD SCHOOL DISTRICT  
38 LIBERTY STREET  
CONCORD, NEW HAMPSHIRE 03301-3999

«F\_NAME» «L\_NAME»  
«ADDR1», «ADDR2»  
«CITY», NH «ZIP»

1. STEP «STEP X» ANNUAL SALARY «ARATE2» INCLUDING MAXIMUM STEP «MAX STEP», STIPEND «STIPEND» HOURLY RATE «HRT» \* LONGEVITY «HRATE2»
2. PAY PERIODS WILL BE BI-WEEKLY MADE IN «NO PAYS» INSTALLMENTS BEGINNING JULY 10, 2009 AND ENDING JUNE 25, 2010
3. THE DISTRICT SHALL EMPLOY THE ABOVE-NAMED EMPLOYEE FOR THE CONTRACT YEAR BEGINNING JULY 1, 2009 AND ENDING JUNE 30, 2010 (SEE IMMEDIATE SUPERVISOR FOR SPECIFIC STARTING AND ENDING DATES).
4. ACTUAL WORKING DAYS ARE BASED ON «HOURS DAY» HOURS PER DAY, 5 DAYS PER WEEK NOT TO EXCEED «CONT DAYS» DAYS (SUMMER HOURS WILL BE PROVIDED IN ACCORDANCE WITH THE CEOPA MASTER AGREEMENT).
5. POSITION «PHYS NAME» LOCATION «LOCATION DESC»

PLEASE REFER TO THE CEOPA MASTER CONTRACT FOR INFORMATION RELATING TO THE FOLLOWING:

- |  |                |
|--|----------------|
|  | <u>APPLIES</u> |
| 6. PAID HOLIDAYS   | <u>YES</u>     |
| 7. VACATION/ANNUAL LEAVE BENEFITS<br>(12-MONTH EMPLOYEES ONLY)<br>(LESS THAN 52-WEEKS EMPLOYEES) | <u>YES</u>     |
| SICK LEAVE   | <u>YES</u>     |
| 9. BLUE CROSS/BLUE SHIELD COVERAGE   | <u>YES</u>     |
| 10. LONG-TERM DISABILITY & ACCIDENT<br>INSURANCE COVERAGE  | <u>YES</u>     |
| 11. LIFE INSURANCE   | <u>YES</u>     |
12. REEMPLOYMENT CONTRACT FOR THE FOLLOWING YEAR WILL BE ISSUED, EXCEPT IN UNUSUAL CIRCUMSTANCES, ON OR BEFORE MAY 15TH AND RETURNED TO THE SUPERINTENDENT'S OFFICE BY JUNE 1ST.
13. THIS CONTRACT MAY BE TERMINATED BY THE DISTRICT PRIOR TO ITS EXPIRATION DATE IF THE CRIMINAL RECORDS BACKGROUND CHECK AS CONDUCTED BY THE DISTRICT IN ACCORDANCE WITH THE REQUIREMENTS OF RSA 189:13-a DISCLOSES ANY FELONY CONVICTIONS. IN THE CASE OF SUCH A TERMINATION, THE DISTRICT SHALL BE OBLIGATED TO PAY THE ADMINISTRATIVE ASSISTANT COMPENSATION FOR SERVICES UP TO THE EFFECTIVE DATE OF TERMINATION BUT SHALL NOT BE OTHERWISE LIABLE TO THE ADMINISTRATIVE ASSISTANT.

\* HOURLY RATE INCLUDES LONGEVITY.

AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, BY AND BETWEEN THE CONCORD SCHOOL DISTRICT AND THE ADMINISTRATIVE ASSISTANT.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS.

CONCORD SCHOOL DISTRICT

BY \_\_\_\_\_  
DIRECTOR OF HUMAN RESOURCES

BY \_\_\_\_\_  
ADMINISTRATIVE ASSISTANT

**Point of Service (Open Access)  
\$10 Office Visit, \$5/15/25 Rx**

**SCHOOLCARE  
SUMMARY OF BENEFITS**

Benefits outlined below are intended only as a general summary. All benefits are subject to the terms and conditions of your Health Benefits Booklet. In the event of any inconsistency between this summary and the actual provisions of the plan, the provisions as defined in the Health Benefits Booklet and Endorsements will govern. Covered benefits are subject to review for medical necessity. Out of network payments to providers are based on reasonable and customary charges. Subscriber is responsible for charges above reasonable and customary. Plan year is defined from July 1 through June 30.

BENEFITS	Open Access Point of Service (In Network)	Open Access Point of Service (Out of Network)
<b>DEDUCTIBLES, MAXIMUMS</b> Plan Year Deductible (Medical Only) Coinsurance (Medical Only) Out-of-Pocket Maximum per plan year (Medical Only) Maximum Lifetime benefit	N/A N/A N/A Unlimited	A POS MEMBER PAYS Individual: \$150 Family: \$450 20% Individual: \$1,050 Family: \$3,150 Unlimited
<b>PREVENTIVE CARE*</b> Routine Physical Examination Routine Immunizations Well Child Care Routine Gynecological Exam (one per plan year) Mammograms Prostate Cancer Screening * Includes Naturopathic Services, Routine Laboratory and Diagnostic Testing	\$0 \$0 \$0 \$0 \$0	Not Covered Not Covered Not Covered Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
<b>ROUTINE VISION CARE</b> Routine Exam (one every 12 months for all ages) Discounts Available for Eyewear	\$10 per visit	Not Covered
<b>HEARING TESTS</b>	\$10 per visit	Not Covered
<b>OTHER PHYSICIAN SERVICES*</b> Office Visits and/or Office Surgery Maternity Care * Includes Naturopathic Services	\$10 per visit \$10 per visit (initial visit only)	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
<b>OUTPATIENT DIAGNOSTIC TESTING</b> Radiology and Laboratory Services (prior authorization required for some tests)	\$0	Deductible, then 20% to the Out of Pocket Maximum
<b>HOSPITAL CARE</b> Inpatient Services Same Day or Outpatient Surgery Radiation and Chemotherapy Physician Visits and Services Anesthesiologist Services Operating Room X-ray and Laboratory Services Medications and Supplies Newborn Care (Inpatient admissions and some outpatient procedures require prior authorization)	\$0	Deductible, then 20% to the Out of Pocket Maximum

# Point of Service (Open Access)

\$10 Office Visit, \$5/15/25 Rx

BENEFITS	Open Access Point of Service (In Network)	Open Access Point of Service (Out of Network)
<b>EMERGENCY ROOM CARE</b> Hospital Emergency Room Urgent Care Facility <i>(Medically Necessary and Worldwide)</i>	A POS MEMBER PAYS \$50 per visit (waived if admitted) \$25 per visit	A POS MEMBER PAYS \$50 per visit (waived if admitted) \$25 per visit
<b>MENTAL HEALTH/SUBSTANCE ABUSE</b> OUTPATIENT INPATIENT (prior authorization required)	\$10 copay per visit \$0 \$0	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
<b>DRUG/ALCOHOL ABUSE</b> (prior authorization required) <i>(diagnosis, detox, rehab, and medical treatment)</i>	Retail: (30 day supply) \$5 generic/\$15 preferred brand name/\$25 non-preferred brand name drugs. Maintenance: (90 day supply) available only through mail order (Cigna Home Delivery) for one copay.	Through participating pharmacies. See previous column.
<b>PRESCRIPTION DRUGS</b> Through participating pharmacies (prior authorization required for some drugs)	\$0 \$0	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
<b>PHYSICAL, OCCUPATIONAL AND SPEECH THERAPIES</b> OUTPATIENT: short-term rehab, up to 60 visits per person/per plan year; includes PT, OT, ST and cardiac rehab (combined maximum in and out of network) INPATIENT (prior authorization required)	\$10 per visit	Deductible, then 20% to the Out of Pocket Maximum
<b>CHIROPRACTIC CARE</b> 20 visits per person/per plan year (combined maximum in and out of network)	\$10 per visit	Deductible, then 20% to the Out of Pocket Maximum
<b>ACUPUNCTURE*</b> 12 visits per person/per plan year; combined maximum in and out of network *Coverage based on CIGNA's medical guidelines.	\$10 per visit	\$10 per visit
<b>DURABLE MEDICAL EQUIPMENT</b>	20%	Deductible, then 20% to the Out of Pocket Maximum
<b>EXTERNAL PROSTHETIC APPLIANCES</b>	20%	Deductible, then 20% to the Out of Pocket Maximum
<b>OTHER BENEFITS</b> ORAL SURGERY (accidents only) REMOVAL OF BONEY IMPACTED WISDOM TEETH SKILLED NURSING CARE (100 days maximum per person/per plan year) AMBULANCE (if medically necessary) BLOOD TRANSFUSIONS HOME HEALTH SERVICES HOSPICE	\$0 \$0 \$0 \$0 \$0 \$0 \$0	All other covered services subject to plan year deductible and 20% coinsurance to the out-of-pocket maximum for the plan year.
<b>GOOD FOR YOU! BY SCHOOLCARE</b> Health & Wellness Incentives, Employee Assistance Program	Covered	Covered

**HMC (Open Access)  
\$5 Office Visit, \$5/15/25 Rx**

**SCHOOLCARE  
SUMMARY OF BENEFITS**

Benefits outlined below are intended only as a general summary and are covered only when using a Cigna participating provider. All benefits are subject to the terms and conditions of your Health Benefits Booklet. In the event of any inconsistency between this Summary and the Health Benefits Booklet, the provisions as defined in the Health Benefits Booklet and Endorsements will govern. Covered benefits are subject to review for medical necessity. Plan year is defined from July 1 through June 30.

BENEFITS	OPEN ACCESS/HMO
<b>DEDUCTIBLES, MAXIMUMS</b> Plan Year Deductible Out-of-Pocket Maximum/ per plan year Maximum Lifetime benefit	N/A N/A Unlimited AN HMO MEMBER PAYS
<b>PREVENTIVE CARE *</b> Routine Physical Examination Routine Immunizations Well Child Care Routine Gynecological Exam (one per plan year) Mammograms Prostate Cancer Screening * Includes Naturopathic Services, Routine Laboratory and Diagnostic Testing	\$0 \$0 \$0 \$0 \$0 \$0
<b>ROUTINE VISION CARE</b> Routine Exam (one every 12 months for all ages) Discounts Available for Eyewear	\$5 per visit
<b>HEARING TESTS</b>	\$5 per visit
<b>OTHER PHYSICIAN SERVICES *</b> Office Visits and/or Office Surgery Maternity Care * Includes Naturopathic Services	\$5 per visit \$5 per visit (initial visit only)
<b>OUTPATIENT DIAGNOSTIC TESTING</b> Radiology and Laboratory Services (prior authorization required for some tests)	\$0
<b>HOSPITAL CARE</b> Inpatient Services Same Day or Outpatient Surgery Radiation and Chemotherapy Physician Visits and Services Anesthesiologist Services Operating Room X-ray and Laboratory Services Medications and Supplies Newborn Care	\$0 (Inpatient admissions and some outpatient procedures require prior authorization.)
<b>EMERGENCY ROOM CARE</b> Hospital Emergency Room Urgent Care Facility (Medically Necessary and Worldwide)	\$50 per visit (waived if admitted) \$25 per visit

**HMC (Open Access)**  
**\$5 Office Visit, \$5/15/25 Rx**

BENEFITS	OPEN ACCESS HMO
MENTAL HEALTH/SUBSTANCE ABUSE	AN HMO MEMBER PAYS
OUTPATIENT	\$5 copay per visit
INPATIENT (prior authorization required)	\$0
DRUG/ALCOHOL ABUSE (prior authorization required) (diagnosis, detox, rehab, and medical treatment)	\$0
PRESCRIPTION DRUGS Through participating pharmacies (prior authorization required for some drugs)	Retail: (30 day supply) \$5 generic/\$15 preferred brand name/\$25 non-preferred brand name drugs Maintenance: (90 day supply) available only through mail order (Cigna Home Delivery) for one copay.
PHYSICAL, OCCUPATIONAL AND SPEECH THERAPIES	
OUTPATIENT: short-term rehab, up to 60 visits per person/per plan year; includes PT, OT, ST and cardiac rehab (combined maximum)	\$0
INPATIENT (prior authorization required)	\$0
CHIROPRACTIC CARE 20 visits per person/per plan year	\$5 per visit
ACUPUNCTURE* 12 visits per person/per plan year *Coverage based on CIGNA's medical guidelines.	\$5 per visit
DURABLE MEDICAL EQUIPMENT	20%
EXTERNAL PROSTHETIC APPLIANCES	20%
OTHER BENEFITS ORAL SURGERY (accidents only) REMOVAL OF BONEY IMPACTED WISDOM TEETH SKILLED NURSING CARE (100 days maximum per person/per plan year) AMBULANCE (if medically necessary) BLOOD TRANSFUSIONS HOME HEALTH SERVICES HOSPICE	\$0 \$0 \$0 \$0 \$0 \$0 \$0
GOOD FOR YOU! BY SCHOOLCARE Health and Wellness Incentives, Employee Assistance Program	Covered

**SCHOOL CARE  
SUMMARY OF BENEFITS**

Benefits outlined below are intended as a general summary and are covered only when using a Cigna participating provider. All benefits are subject to the terms and conditions of your Health Benefits Booklet. In the event of any inconsistency between this Summary and the Health Benefits Booklet, the provisions as defined in the Health Benefits Booklet and Endorsements will govern. Covered benefits are subject to review for medical necessity. Plan year is defined from July 1 through June 30.

<b>BENEFITS</b>	<b>OPEN ACCESS + (In-Network Benefits Only)</b>
<p><b>DEDUCTIBLES, MAXIMUMS</b></p> <p>Plan Year Deductible (Medical Only)</p> <p>Coinsurance (Medical Only)</p> <p>Out-of-Pocket Maximum/Plan Year (Medical Only)</p> <p>Maximum Lifetime Benefit</p>	<p><b>YOU PAY</b></p> <p>Individual: \$250; Family: \$500</p> <p>20%</p> <p>Individual: \$1,000; Family: \$2,000</p> <p>Unlimited</p>
<p><b>PREVENTIVE CARE*</b></p> <p>Routine Physical Examination</p> <p>Routine Immunizations</p> <p>Hearing Tests</p> <p>Well Child Care</p> <p>Routine Gynecological Exam (one per plan year)</p> <p>Mammograms</p> <p>Prostate Cancer Screening</p> <p>Routine Eye Exam (one every 12 months for all ages)</p> <p>Discounts Available for Eyewear</p> <p>* Includes Naturopathic Services, Routine Laboratory and Diagnostic Testing</p>	<p>\$0</p> <p>\$0</p> <p>\$0</p> <p>\$0</p> <p>\$0</p> <p>\$0</p> <p>\$0</p> <p>\$0</p>
<p><b>OTHER PHYSICIAN SERVICES*</b></p> <p>Office Visits and/or Office Surgery</p> <p>Maternity Care</p> <p>* Includes Naturopathic Services</p>	<p>Deductible, then 20% to the Out of Pocket Maximum</p> <p>Deductible, then 20% to the Out of Pocket Maximum</p>
<p><b>OUTPATIENT DIAGNOSTIC TESTING</b></p> <p>Radiology and Laboratory Services (prior authorization required for some tests)</p> <p><b>HOSPITAL CARE</b></p> <p>Inpatient Services</p> <p>Same Day or Outpatient Surgery</p> <p>Radiation and Chemotherapy</p> <p>Physician Visits and Services</p> <p>Anesthesiologist Services</p> <p>Operating Room</p> <p>X-ray and Laboratory Services</p> <p>Medications and Supplies</p> <p>Newborn Care</p>	<p>Deductible, then 20% to the Out of Pocket Maximum</p> <p>Deductible, then 20% to the Out of Pocket Maximum</p> <p>Deductible, then 20% to the Out of Pocket Maximum (Inpatient admissions and some outpatient procedures require prior authorization)</p>

BENEFITS	OPEN ACCESS + (In-Network Benefits Only)
<p>EMERGENCY &amp; URGENT CARE Hospital Emergency Room Urgent Care Facility <i>(Medically Necessary and Worldwide)</i></p>	<p><b>YOU PAY</b></p> <p>\$50 per visit (waived if admitted) \$25 per visit</p>
<p>MENTAL HEALTH/SUBSTANCE ABUSE</p> <p>OUTPATIENT INPATIENT (prior authorization required) DRUG/ALCOHOL ABUSE (prior authorization required) <i>(diagnosis, detox, rehab, and medical treatment)</i></p>	<p>\$0 \$0 \$0</p>
<p>PRESCRIPTION DRUGS Through participating pharmacies  (prior authorization required for some drugs)</p>	<p>Retail: (30 day supply) \$5 generic/\$15 preferred brand name/\$35 non-preferred brand name drugs.  Maintenance drugs (90 day supply) available only through mail order (Cigna Home Delivery) \$0 generic/\$15 preferred brand name/\$35 non-preferred brand name drugs.</p>
<p>PHYSICAL, OCCUPATIONAL AND SPEECH THERAPIES</p> <p>OUTPATIENT: short-term rehab, up to 60 visits per person/per plan year, includes PT, OT, ST and cardiac rehab (combined maximum).  INPATIENT (prior authorization required)</p>	<p>Deductible, then 20% to the Out of Pocket Maximum  Deductible, then 20% to the Out of Pocket Maximum</p>
<p>CHIROPRACTIC CARE 20 visits per person/per plan year</p>	<p>Deductible, then 20% to the Out of Pocket Maximum</p>
<p>ACUPUNCTURE* 12 visits per person/per plan year  *Coverage based on Cigna medical guidelines.</p>	<p>Deductible, then 20% to the Out of Pocket Maximum</p>
<p>DURABLE MEDICAL EQUIPMENT</p>	<p>Deductible, then 20% to the Out of Pocket Maximum</p>
<p>EXTERNAL PROSTHETIC APPLIANCES</p>	<p>Deductible, then 20% to the Out of Pocket Maximum</p>
<p>OTHER BENEFITS ORAL SURGERY (accidents only) REMOVAL OF BONEY IMPACTED WISDOM TEETH SKILLED NURSING CARE <i>(100 days per person/per plan year maximum)</i> AMBULANCE (if medically necessary) BLOOD TRANSFUSIONS HOME HEALTH SERVICES HOSPICE</p>	<p>All other covered services subject to plan year deductible and 20% coinsurance to the out-of-pocket maximum for the plan year.</p>
<p><b>GOOD FOR YOU! BY SCHOOLCARE</b> Health and Wellness Incentives, Employee Assistance Program</p>	<p>Covered</p>



This chart represents the level of coverage for services performed by dentists who participate in the Delta Dental PPO and Delta Dental Premier National Networks. Employees and their eligible dependents are free to visit *any* dentist, participating or nonparticipating. Visit our Web site at [www.nedelta.com](http://www.nedelta.com) for an updated list of participating dentists. Your Northeast 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 this benefit chart and either the 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
<b>Deductible:</b> There is no deductible applied to your program		
<b>Covered at *100%</b>	<b>Covered at *100%</b>	<b>Covered at *50%</b>
<b>Diagnostic:</b> 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  <b>Preventive:</b> Cleanings once in a 6-month period  Fluoride once in a 12-month period to age 19  Space maintainers to age 16  Sealant application to permanent molars, once in a lifetime per tooth for children to age 15	<b>Restorative:</b> Amalgam (silver) fillings Composite (white) fillings (anterior teeth only)  <b>Oral Surgery:</b> Surgical and routine extractions  <b>Endodontics:</b> Root canal therapy  <b>Periodontics:</b> Periodontal maintenance (cleaning)  Only one cleaning is covered in a 6-month period; this can be routine (Coverage A) or Periodontal (Coverage B), but not both.  Treatment of gum disease  <b>Denture Repair:</b> Repair of a removable denture to its original condition  <b>Emergency Palliative Treatment</b>	<b>Prosthodontics:</b> Removable and fixed partial dentures (bridge); complete dentures  Rebase and reline (dentures)  Crowns  Onlays  Implants

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

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

## SCHEDULE F

### DISABILITY INCOME

1. The District agrees to provide disability income benefits during lifetime to age sixty-five (65) for all full-time personnel employed by the District, who are under the age of sixty-five (65) on September 1, 1972, 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 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 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 three thousand five hundred dollars (\$3,500) 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.

**SCHEDULE G – Dues Authorization/Membership Form**

**CONCORD SCHOOL DISTRICT**

**AND**

**CONCORD EDUCATIONAL OFFICE PERSONNEL ASSOCIATION**

**July 1, 2012 – June 30, 2015**

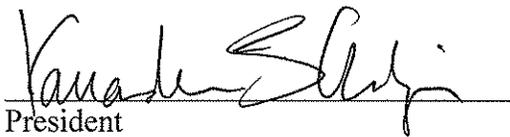
**SIDE BAR AGREEMENT**

The Concord School District (“District”) and the Concord Educational Office Personnel Association (“CEOPA”) agree:

To establish and participate in a health insurance study committee to educate District stakeholders in current District health insurance programs and to research additional health insurance options in order to provide input to the District.



President  
Concord Educational Office  
Personnel Association



President  
Concord School Board

**SIDEBAR AGREEMENT**

**JULY 1, 2012 – JUNE 30, 2015**

NOW COMES the Concord School District (the "District") and the Concord Educational Office Professionals Association ("CEOPA") and say as follows:

WHEREAS, the District and CEOPA are participants in a Collective Bargaining Agreement (2012-2015) which contains health benefits offered by the Local Government Center Health Trust ("LGC"); and

WHEREAS, the District has negotiated health care benefits with SchoolCare Health Benefits Plans ("SchoolCare"); and

WHEREAS, the parties wish to enter into an agreement modifying Article XX A of the CEOPA Collective Bargaining Agreement; and the parties agree that said contract modification shall commence on July 1, 2012 and remain in place for at least three years, ending June 30, 2015.

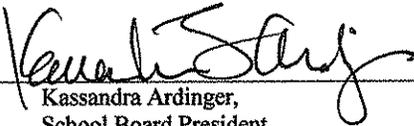
NOW, THEREFORE, the parties agree as follows:

1. That the contract provision noted above shall be amended for the period commencing July 1, 2012 by replacing coverage offered through LGC with coverage offered through SchoolCare.
2. The coverages offered through the SchoolCare plan shall be those set forth in the attached Summary Plan Descriptions.
3. Upon the expiration of this Sidebar Agreement, the current contract language in the Collective Bargaining Agreement noted above shall be in effect unless a successor Sidebar Agreement is agreed upon or a change in the current contract language is negotiated.
4. Upon mutual agreement, the parties may elect to change carriers in Year 3 of this agreement (2014-2015).

Respectfully Submitted,

**Concord School District**

Date: 8-5-12

By:   
Kassandra Ardinger,  
School Board President

**Concord Educational Office Professionals Assoc.**

Date: 11-6-12

By:   
Collene Mitchell,  
Association President

CONCORD SCHOOL BOARD

AND

CONCORD EDUCATIONAL OFFICE PROFESSIONALS ASSOCIATION

September 1, 2012 – August 31, 2015

**SIDEBAR AGREEMENT  
TO AMEND ARTICLE XX-A – HEALTH INSURANCE**

The Concord School District (“CSD”) and the Concord Educational Office Professionals Association (“CEOPA”) agree that during the period of their current CBA (September 1, 2012 through August 31, 2015) the language of Article XX-A shall be amended to state:

In place of the Blue Cross/Blue Shield/Anthem plans, the District will offer the following SchoolCare medical benefit plan designs for contract years 2012-2013, 2013-2014 and 2014-2015:

- (1) A plan design that includes regional and/or NH in-network benefits and national out-of-network benefits according to the selected carrier’s provider directory (**POS**)
- (2) A plan design that includes regional and/or NH in-network benefits according to the selected carrier’s provider directory (**HMO**)
- (3) A deductible plan that may include national network benefits according to the selected carrier’s provider directory (**OAPIN**)

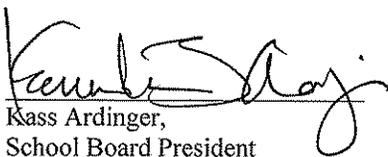
Contributions:

**POS** – for the **2012-2013** contract year, the District will contribute 86% and the bargaining unit member will contribute 14% of the audited, annual cost of a single membership. In contract years **2013-2014** and **2014-2015**, the District will only contribute toward the cost of the OAPIN or HMO plans as noted below. To purchase POS plan coverage, the employee is responsible to pay the difference or “buy-up” to the POS plan.

**HMO** – for the **2012-2013** contract year, the District will contribute 90% and the bargaining unit member will contribute 10% of the audited, annual cost of a single membership. For the contract year **2013-2014**, the District will contribute 88% and the bargaining unit member will contribute 12% of the audited, annual cost of a single membership. For the contract year **2014-2015**, the District will contribute 85% and the bargaining unit member will contribute 15% of the audited, annual cost of a single membership.

**OAPIN** – for the contract years **2013-2014** and **2014-2015**, the District will contribute 95% and the bargaining unit member will contribute 5% of the audited, annual cost of a single membership

CONCORD SCHOOL DISTRICT

  
Kass Ardinger,  
School Board President

CONCORD EDUCATIONAL OFFICE  
PROFESSIONALS ASSOCIATION

  
Collene Mitchell,  
CEOPA President