MASTER AGREEMENT

Concord School District

and

Concord Education Association

2018-2021

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NEGOTIATIONS CONTRACT

BETWEEN

CONCORD SCHOOL DISTRICT

AND

CONCORD EDUCATION ASSOCIATION

2018-2021

I. THIS CONTRACT, developed and agreed to by the Concord School District, hereinafter called the "District", and the Concord Education Association, hereinafter termed the "Association", is in force for the years beginning September 1, 2018, and ending August 31, 2021. It will be renewed annually from the termination date unless one of the parties has notified the other, on or prior to, December 1, preceding the expiration date that it will not accept renewal. It is agreed that this instrument supersedes any provisions of policies or procedures of the District which are contrary to the provisions of this contract.

II. RECOGNITION

A. The Association has presented to the District satisfactory evidence that it represents a majority of the certified personnel employed by the District exclusive of those that are paid on an administrative salary schedule. The District recognizes the Association as the Exclusive Bargaining Unit representative of all certified personnel pursuant to RSA 273-A, et seq., with the exception noted above, for the purpose of negotiating with the District.

B. The Association shall provide the Superintendent of the District with the names of its duly authorized representatives and shall notify him/her of any changes.

C. Before any Board Meetings, the Secretary of the Board shall provide the President of the Association, or someone designated by the President, with the same written information as is presented to the Press, and a copy of the minutes of each meeting shall be forwarded to said representatives after said minutes have been approved by the Board as correct.

D. Effective September 1, 1991, school psychologists will be members of the Concord Education Association bargaining unit, and will be paid according to the salary schedule provided in Appendix C.

III. NEGOTIATIONS PROCEDURES

Subject to Article I, the parties shall meet within a reasonable period of time after the written request of either party. The Association shall direct its requests to the Superintendent or his/her designated representative. The School Board shall make its request for a meeting to the President of the Association by means of a communication from the Superintendent or his/her designated representative. Negotiations between the parties shall be conducted in good faith and in accordance with provisions of RSA 273-A, et seq.

IV. GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" is a claim based upon the interpretation, meaning, or application of any of the provisions 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. Any claims based upon the non-renewal of a non-tenured teacher as defined by RSA 189:14-a and RSA 189-14-c shall be excluded from the arbitration provisions of this grievance procedure.

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. A certified employee with a grievance shall first submit it in writing through the Association's Building Grievance Representative or other duly-selected representative to grievant's principal or immediate supervisor. The principal or supervisor, as the case may be, shall meet with the grievant (certified employee) and the Association's Building Grievance Representative or other duly-selected representative within five (5) school days

after receiving the written grievance.

2. If the grievant is not satisfied with the disposition of the grievance by the principal or supervisor, or if no decision has been rendered within five (5) school days after the first meeting, the grievant has five (5) school days to file the grievance in writing with the Association's Grievance Committee. Within five (5) school days after having received a grievance, the Association's Grievance Committee may file the grievance in writing with the Superintendent or Director of Human Resources. The Superintendent or Director of Human Resources shall meet with the Grievance Committee or a representative of the Grievance Committee within five (5) school days after receiving the written grievance.

3. If the Grievance Committee is not satisfied with the disposition of the grievance by the Superintendent or Director of Human Resources, or if no decision has been rendered within ten (10) school days after the Grievance Committee's first meeting with the Superintendent or Director of Human Resources, the Grievance Committee may file the grievance in writing with the School Board Communications & Policy Committee (SBCPC) within ten (10) school days. A meeting between the Grievance Committee and the SBCPC to examine the facts of the grievance shall be held within fifteen (15) school days after receiving the written grievance. The SBCPC will render a written decision within fifteen (15) school days after such meeting.

4. If the Grievance Committee is not satisfied with the disposition of the grievance by the SBCPC, the Grievance Committee may submit the grievance to arbitration and will notify the SBCPC in writing of its intent to do so within ten (10) school days. If the parties fail to agree upon an arbitrator within fourteen (14) days after the Grievance Committee has notified the SBCPC, 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 interpret the contract in the resolution of the issue submitted to him/her by the parties and has no authority to alter, change, or modify any provisions of this Agreement.

   If either party fails to abide by the provisions of this Section (IV, B, 4), the other party may apply to Merrimack County Superior Court under 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(s) attendant with the hearings shall also be borne equally, subject to the agreement of both parties.

5. **a.** No reprisals of any kind will be taken by the District against any party in interest or other participant in the grievance procedure.

   b. Any party in interest who is a member of the bargaining unit may be represented by a representative selected by the Association. The Association may appear and be heard at any stage of the grievance procedure.

6. Forms for the grievance procedure will be jointly prepared by the Superintendent and the Association and be given appropriate distribution.

7. A grievance, which is not filed within forty-five (45) school days, shall be waived, regardless of whether the employee knew or should have known of the act or condition on which the grievance is based.

8. Grievance records shall be placed in a separate file, not in the employee's regular file.

9. The Association shall have the right to request and to receive complete data to expedite contract maintenance.

V. SALARIES AND OTHER ECONOMIC BENEFITS

A. Salaries

Salaries are set forth in Appendix C (bargaining unit members other than administrators), Appendix D (co-curricular activities), and Appendix I (nurses). If it makes a request in writing, the Association will be provided with all statistical information relating to payrolls.

B. Insurance

1. Life Insurance

The District will purchase $50,000 of term life insurance for each certified employee 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 time of separation from the District. The employee shall designate the beneficiary of this insurance. The District agrees to deduct from the salaries of its certified employees payment for additional term life insurance at a rate set by the life insurance carrier and to transmit the monies promptly to the life insurance carrier providing term life insurance.

2. Personal Property Insurance

The District will reimburse certified personnel for noninsured loss and/or damage to personal property used in school-related activities up to $500 for property and $250 for automobile per incident. The intent of this payment is to reimburse certified personnel for losses which are not insured or may be within deductibles on insurance carried by certified personnel.

C. Maximum Step

A payment in the amount of 2% of the maximum step of the teacher's salary track will be made to all certified employees who have been on the maximum step of their salary track for at least one (1) year, but who are not eligible for maximum step payments based on years of service with the District as provided below.

A payment in the amount of 3% of the maximum step of the teacher's salary track will be made to all certified employees who have been on the maximum step of their salary track for at least one (1) year and have ten (10) to fourteen (14) years of service with the District.

A payment in the amount of 4% of the maximum step of the teacher's salary track will be made to all certified employees who have been on the maximum step of their salary track for at least one (1) year and have fifteen (15) or more years of service with the District.

The maximum step benefit will be paid to a teacher who has earned it at the top step of one salary track of the salary schedule and moves from that top step to the top step of another salary track so long as

the move from one track to the next does not include a step increase. Teachers with fourteen (14) years of experience or more who are receiving a maximum step payment will continue to receive said payment when they move from the top step of one salary track to the top step of another salary track.

Maximum step payments do not compound from year to year.

D. Separation Benefit

The District will pay certified personnel who terminate employment voluntarily, are laid off, or die based upon the following schedule:

Beginning with the sixth (6) year through fifteen (15) complete years of actual teaching in the District - 35% of unused sick leave.

Beginning with the sixteenth (16) year through twenty-five (25) complete years of actual teaching in the District - 40% of unused sick leave.

Beginning with the twenty-sixth (26^{th}) complete year of actual teaching in the District - 50% of unused sick leave.

Those employees receiving 35% of unused sick leave shall be paid at a rate of $125 per day or per diem, whichever is less. Those employees receiving 40% of unused sick leave shall be paid at a rate of $150 per day or per diem, whichever is less. Those employees receiving 50% of unused sick leave shall be paid at a rate of $170 per day or per diem, whichever is less. In the case of death, this benefit will be paid to a named beneficiary or to the estate of the bargaining unit member.

E. Work Year

Teachers will not be required to return to school prior to the first Tuesday after Labor Day nor will they be required to work subsequent to June 30th provided that 180 student days have occurred. The work year for certified personnel shall include only those days for which attendance of all certified personnel is required but shall not exceed 183 days. For employment required beyond the work year, the District will pay certified personnel at the individual's per diem rate (1/183 x individual's annual salary).

1. Work Day

a. The Association and the District recognize that they have a joint responsibility to promote educational improvement and to provide the best possible opportunity to each and every student. Except as otherwise provided in this paragraph, the regularly scheduled work day for teachers shall begin twenty (20) minutes prior to the students' instructional day, at the school to which the certified personnel are assigned, and shall end twenty (20) minutes after the close of the students' instructional day. Certified personnel are expected to attend faculty, department, grade level and team meetings and other meetings of reasonable frequency and duration, beyond the regularly scheduled work day, with reasonable notice. Said meetings are considered part of the work day. Time worked beyond the work day will be at the sole discretion of the individual certified employee. The impact of any extension of the instructional day will be negotiated in accordance with RSA 273-A.

b. It is understood that the regularly scheduled work day for certified personnel at Concord High School will not exceed seven (7) hours and forty (40) minutes.

c. It is understood that the regularly scheduled work day for certified personnel at Rundlett Middle School will not exceed seven (7) hours and forty (40) minutes.

d. It is understood that the regularly scheduled work day for certified personnel at the elementary schools will not exceed seven hours (7) hours and twenty-five (25) minutes.

e. It is understood that certified personnel may be offered schedules at staggered starting and ending times at the school to which they are assigned to facilitate student opportunities. Staggered schedules which alter the work day of certified personnel in a given school shall be voluntary. Employees who voluntarily accept staggered schedules shall not be required to exceed the regularly scheduled work day. The Association shall be notified of any plan to implement staggered schedules and there shall be no coercion against employees who do not voluntarily accept such assignments.

2. School Day

a. It is understood that the school day for students, at Concord High School, will not exceed seven (7) hours.

b. It is understood that the school day for students, at Rundlett Middle School, will not exceed seven (7) hours.

c. It is understood that the school day for students, in the elementary schools, will not exceed six hours and forty-five (45) minutes.

3. Staggered schedules will not alter the above definitions of the school day, regularly scheduled work day, or work day.

4. Release Time Days - It is agreed that release time days shall not routinely lengthen the teacher's normal instructional day. However, it is understood by the parties to this Agreement that when special programs or speakers are planned during release time days, the normal instructional day may be extended.

5. After consulting with the Association, the District will prepare the school calendar and will make the approved calendar available to each certified employee and to the general public on or before June 1 of the year in which the calendar goes into effect.

6. After June 1, the District may make changes in the calendar:

a. In order to bring the calendar into line with a changed calendar of student attendance; or

b. By mutual agreement with the Association.

7. Delayed Opening - A school day begun late because of inclement weather will not go beyond the normal closing time of the school.

F. Experience

1. Except as provided for in the Manual of Board Policy, entitled "Advance to a higher salary", revised July 5, 1983, certified personnel will be placed on the proper step of the salary schedule

according to their teaching experience and education and shall be given any differential presently in force for any position. Credit will be given for previous experience teaching outside as well as within the District.

2. New personnel whose prior experience is outside the District may be placed on the salary schedule at a level determined by the District, provided that the employer's placement is not on a schedule or at a level which exceeds the employee's creditable experience. Creditable experience may include relevant non-teaching work experience performed after the completion of the Bachelor's degree but only for teachers hired for positions that are designated as in "critical shortage" by the New Hampshire Department of Education at the time of hire. Teachers must be certified in the critical shortage area and hired to teach students in that area. One year of experience on the current teacher's salary schedule for each two (2) years of relevant non-teaching work experience may be awarded. The maximum credit for non-teaching experience will be four steps. Nurses will remain on the nurses' salary schedule (Appendix I). Up to three years of salary credit or steps will be granted for all RN nursing experience outside of the public school sector which is job related. The ratio of two years of outside experience to one step on the salary schedule will be used. Previous school nursing experience as an RN will be counted on a ratio of one year of experience to one step on the salary schedule.

3. New personnel who have prior experience within the District shall receive full credit for such experience and for any other experience with which they had previously been credited.

4. Teachers on step 2 or below of the Bachelor's track of the salary schedule as of the 2006-2007 contract year and all teachers hired on the Bachelor's track of the salary schedule for the 2006-2007 contract year and thereafter may not advance beyond step 10 on the Bachelors track. Teachers subject to the cap at step 10 on the Bachelor's degree track who reach step 10 and subsequently qualify to move to the Master's degree track of the salary schedule will be placed on the Master's degree track at the step appropriate for their years of creditable experience.

G. Medical Benefits

1. Choice of Benefits

a. The District will offer bargaining unit members one medical plan: SchoolCare Yellow Open Access with Choice Fund. The plan coverages are designed by the carrier and outlined in Appendix E.

2. Annual Contributions

Bargaining unit members will contribute toward the cost of the plan at the rates and conditions set out below. Said annual contribution shall be paid through payroll deduction. The annual cost of the medical plans shall be provided on or before June 1 of each year.

a. For the 2018-2019, 2019-2020 and 2020-2021 medical plan years, the District and member will contribute the following depending on the hiring date and benefits status of the member.
    1. For members enrolled in a District's medical plan on or before June 30, 2015, the district will contribute 95% of the cost of the SchoolCare Yellow Open Access with Choice Fund for all three years of the contract.
    2. For members who are ineligible or new employees after June 30, 2015, the

District will contribute 85% and the member will contribute 15% towards the cost of the SchoolCare Yellow Open Access with Choice Fund.

3. Members eligible for coverage under District medical plans on June 30, 2015, but not participating in said plans, may only join said plans upon a qualifying event as defined by the carrier.

b. In the event that 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 position of the so-called "Cadillac tax" no later than February 15 in any given year. 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 in any given year 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 in any given year and that plan will be implemented on July 1 in any given year. The District agrees to continue to contribute the same percentage rate of the yearly premium cost for the Single, Two-Person or Family Plans.

   The annual payment will be provided through payroll deduction. Those who work less than full-time will receive a prorated benefit. However, no benefit will be paid for those working less than 15 hours per week.

   The District shall file with the Internal Revenue Service to qualify these medical benefit contributions as pretax 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 pretax 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.

c. The District agrees to continue to provide medical benefits as provided in this Agreement for tenured teachers who have used all their sick leave, sick bank days and Family and Medical Leave Act (FMLA) leave, and have obtained a disability determination from the disability insurance carrier (pursuant to Appendix F) during those leaves, for a period of twelve (12) months from the conclusion of a teacher's FMLA leave.

d. In the event the New Hampshire legislature eliminates Civil Unions, the District agrees to reinstate language in the 2005-2009 Collective Bargaining Agreement at Article V, F

3. Declination Payment

The District will pay the following amount 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 health insurance plan.

$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.

The District will pay a prorated portion of the above amounts to bargaining unit members who are eligible for a prorated health insurance benefit pursuant to Article V, G, 2, d and, 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 health insurance plan. One-half of the declination payment will be made in the last pay period in December, and one-half will be paid in the last pay period in May of each year.

4. Change of Carrier

It is further agreed that the Board may, in its sole discretion, with reasonable notice in advance to the Association, obtain such insurance from a different carrier, provided that it is mutually agreed that the benefits are comparable with those benefits provided by the SchoolCare Yellow Open Access with Choice Fund.

5. Dental Insurance

The District will pay for a family Delta Dental plan, A, B, & C (100% of coverage A, 100% of coverage B, 50% of coverage C) or equivalent (Appendix J).

In the event the New Hampshire legislature eliminates Civil Unions, the District agrees to reinstate language in the 2005-2009 Collective Bargaining Agreement at Article V, G, 6.

6. Wellness Program

In the event the District once again chooses to self-insure the Wellness Program language within the 2012-2015 Master Agreement will be reinstated.

7. Retiree Health Insurance

Retirees shall be permitted access to the District's health insurance plan. Upon retirement, the District shall pay 65% of the single or two-person plan with a retiree paying the remaining costs. The parties agree to adhere to the rules of the health insurance provider. Those retirees receiving a subsidy from the New Hampshire Retirement System shall pay 100% of the difference between the subsidy and the premium for said plan.

A retiree shall be defined, for purposes of this section of the contract, as a teacher who has taught in the District for a minimum of ten (10) consecutive years immediately prior to retirement and is at least fifty (50) and less than sixty-five (65) years of age at the time of retirement. This benefit will end when Medicomp becomes available.

For so long as the New Hampshire Retirement System (NHRS) provides a medical insurance subsidy to eligible retired teacher members (as defined by the NHRS), on the HMO or POS plans, the District will apply said NHRS subsidy, for all District retirees (as defined above) eligible for said NHRS subsidy, first, toward the retiree's cost for his or her health insurance benefit and, second, toward the District's contribution toward the cost of the retiree's health insurance benefit. The POS plans shall end as of August 31, 2015. Those Bargaining Unit Members who retire after June 30, 2015 shall be eligible for health benefits only under the SchoolCare Yellow Open Access with Choice Fund.

H. Worker's Compensation

Employees who suffer an injury or illness that is compensable under Worker's Compensation shall receive the following benefits for the contract year in which they began the Worker's Compensation and the next contract year, as long as the employee is unable to return to work:

1. Health care benefits regularly paid by the District under the collective bargaining agreement for the contract year in which they are paid shall continue.

2. Retirement payments shall continue on the same percentage as before said injury or illness and shall be based upon the dollar contribution actually paid by the District. In addition, the District will permit further payment as requested by the employee in accordance with the NH State Retirement System rules.

3. The District shall retain the employee's position, or similar position.

I. Reimbursement for Courses

1. The sum of $150,000 will be made available each year of the contract as part of the Staff Development Program to subsidize course work completed by certified CEA bargaining unit employees. Any certified personnel receiving course reimbursement while on leave for longer than thirty (30) days will be reimbursed for course work upon his/her return to District employment.

    a. Maximum amount of reimbursement will be at the actual UNH credit hour costs. An individual is limited to reimbursement for twelve (12) credit hours in a fiscal year.

    b. Prior approval of course work must be obtained from the Superintendent of Schools.

    c. The District will provide the Association with a copy of each request for course reimbursement and with the Superintendent's disposition of each request.

2. The sum of $20,000 per contract year will be made available as part of the Staff Development Program to cover the cost of course work (payable directly to the school) to be completed by certified CEA bargaining unit employees who have completed two (2) years of employment in the District and are on steps 3 through 6 of the CEA salary scale during the school year in which the course will be taken or during the school year following the summer in which the course will be taken. Any payment from this fund is subject to the conditions outlined in Paragraph 1 above for course reimbursement. Each pre-paid course must be successfully completed or the employee must reimburse the District for the cost of the course. No bargaining unit employee hired for the 2006-2007 contract year or thereafter will be eligible for payment for course work pursuant to this Article V.I.2.

3. The sum of $60,000 will be made available as part of the Staff Development Program to cover the cost of course work (payable directly to the school) in an approved Master's degree program which is completed by certified CEA bargaining unit employees subject to the following conditions:

    a. Beginning in the 2009-2010 contract year, all teachers who are hired into full-time positions on the Bachelors track of the salary schedule which are not designated as one-

year-only positions and meet the requirements set out below will be eligible to receive pre-payment for up to 12 credit hours per fiscal year until a pre-approved Masters' degree program is completed. The maximum reimbursement will be at the actual UNH credit hour costs.

b. To be eligible for pre-payment, teachers must before enrolling in course work: (1) have been nominated and approved by the School Board for, and have signed an employment contract for, their third through seventh year of full-time employment in a position in the District that is not designated as a one-year-only position; (2) be actively employed in a full-time position; (3) be on steps 3 through 7 on the Bachelors track of the CEA Salary Schedule at the time they apply for approval of the Master's degree program; (4) be accepted into a Master's degree program approved in advance by the Superintendent and (5) be seeking pre-payment for courses associated with that approved Master's degree program. The Master's degree program must be related to the teacher's assignment in the District and be demonstrated to be of value to, and in the interest of, the District.

c. Each pre-paid course must be successfully completed or the employee must reimburse the District for the cost of the courses.

d. Eligibility will not be provided on a pro-rated basis; that is, part-time and one-year-only teachers are not eligible for this benefit and years of part-time work will not be combined to equal years of full-time work.

J. Reimbursement for Conference and Travel

The sum of $25,000 per contract year will be provided by the District and disbursed in the same manner as Course Reimbursement for Conference and Travel of certified employees covered by this Agreement as follows:

1. An individual is limited to $450 reimbursement per year.

2. Prior approval of the conference must be obtained from the Superintendent.

3. Conferences attended must be demonstrated to be of value to, and in the interest of, the District.

4. The District will provide the Association with a copy of each request for conference reimbursement and with the Superintendent's disposition of each request.

5. Prior to the beginning of each reimbursement year on July 1, the CEA may make a single transfer of funds, up to a maximum amount of $7,000, between the Course Reimbursement and the Conference and Travel accounts by requesting said transfer in writing on or before June 1 of that year.

K. Leaves of Absence, Sick Leave Bank, and Disability Income

1. Sick Leave and Disability Income

Certified personnel shall be entitled to twenty (20) days of sick leave in each school year, cumulative to one hundred and seventy-five (175) days and, in addition, shall be entitled to the disability benefits set forth in Appendix F. In no event shall sick leave benefits, whether earned by

the individual or taken from the sick leave bank, be paid while disability benefits are received. Certified personnel in their first year of employment shall have twenty (20) sick days available for use at the start of the school year. After the first year of employment, additional sick leave days shall accrue pro-rata on a monthly basis.

2. 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. Any rules established by the Association shall include the following:

a. 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 ordinarily be supplied with additional days only at the start of each school year to bring it up to the two hundred (200) days maximum.

b. That no one may contribute more than two (2) days in any school year to fund the sick leave bank at the start of each school year; and that any days contributed shall be deducted from that year's sick leave entitlement for the person making said contribution.

c. That the Association shall notify the District by October 30 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.

d. That individuals may not elect to receive sick leave benefits in lieu of disability benefits pursuant to Appendix F. Eligibility for sick leave bank benefits shall terminate when an individual is eligible for benefits pursuant to Appendix F.

e. 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.

f. That no one shall, under any circumstances, be entitled to receive sick leave and disability benefits at the same time.

g. The Association may replenish the sick leave bank (back to 200 days) one time during the school year if the number of days left in the bank falls below 50 days. No teacher may contribute more than one (1) day in any replenishment of the sick leave bank; any days contributed shall be deducted from that year's sick leave entitlement for the person making said contribution. The Association shall notify the District of the individuals who have donated a day to the replenishment of the sick leave bank so that said day may be deducted from the individual's yearly entitlement.

3. Emergency, Personal, and Funeral Leave

Certified personnel are entitled to two (2) personal and three (3) emergency days each year, both noncumulative and not to be deducted from sick leave. Days used for funerals in the immediate family will not be deducted from sick, personal, or emergency leave. For purposes of this section, immediate family shall be defined as: spouse, civil-union partner, domestic partner (unmarried and uncivil-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. In addition, certified personnel may utilize up to three (3) sick days per year to attend a funeral for any relation that is not listed within the immediate family definition above. Personal days are 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 weekend or vacation.

4. Procedure for the Resolution of a Disputed Personal Day

   a. The District shall not inquire of any teacher as to the basis upon which a personal day is taken. However, if the District has reason to believe that a teacher has taken a personal day for a reason beyond the scope of "personal day", the District shall seek resolution of the disputed day through submission to a neutral person (arbitrator).

   b. The District shall inform the teacher of its intent to request denial of payment for said personal day and submit the dispute to the permanent arbitrator.

   c. Within ten (10) days of notification to the teacher of the District's intent to request denial of payment, the District shall notify the permanent arbitrator (selected by parties in accordance with the terms of this Agreement) as to the dispute and the basis upon which said request is based and shall request the permanent arbitrator to meet with the employee (and his/her representative if desired) to resolve said dispute within the terms of this contract.

   d. The parties shall abide by the decision of the permanent arbitrator and no appeal of that decision shall be permitted.

5. Selection of a Permanent Arbitrator

   a. The parties hereby appoint Gary Altman, Michael Ryan, and Bruce Fraser, (or other mutually agreed upon arbitrator) as a permanent arbitrator for the resolution of disputes regarding personal days.

   b. In the event a dispute arises concerning the taking of a personal day, said dispute shall be referred to first Mr. Altman, second Mr. Ryan, and third Mr. Fraser for resolution.

   c. After receiving notices of a request for denial of payment and the District's basis for said request, the chosen arbitrator shall meet with the affected employee and shall determine from said employee the reason for taking a personal day. If said employee refuses to meet with the arbitrator, denial of the personal day will be automatic and pay shall be withheld. Said meeting shall not occur at a time which requires the appointment of a substitute teacher.

   d. The chosen arbitrator shall not prepare a written decision. An order upholding or denying the District's request shall be sufficient.

   e. The chosen arbitrator's fee(s) for said review and Order shall be equally borne by the parties to this Agreement.

6. Emergency Days

a. The parties recognize that emergencies may occur from time to time that require the absence of a professional covered by this Agreement from customary employment responsibilities within the District. When such emergencies occur, an individual shall be given time off subject only to the requirement that an explanation of the emergency shall be provided to the individual's supervisor if one is requested.

b. 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 dispute sections of this Agreement.

7. Association Leave

a. At the beginning of each school year, the Association will be credited with five (5) days with pay to be used by the Association members with the approval of the President of the Association. Each occasion will be for one or more full day(s), and on each occasion the Association will notify the District no less than twenty-four (24) hours prior to the use of such time. This time will be treated as time described in RSA 273-A:11, II.

b. The Association will be allowed to send members (with pay) to the NEA-NH Delegate Assembly each year based upon the CEA's membership and application of the NEA-NH delegate formula in effect as of September 1, 1999.

8. Extended Leaves of Absence

Leaves of absence, without pay, will be granted upon and for such case as the Board deems appropriate.

9. Sabbatical Leave

The Sabbatical leave policy is set forth in Appendix G.

10. Jury Duty

Any certified employee summoned for jury duty or issued a subpoena shall be paid his/her full salary for each working day of absence provided he/she pays the District the jury or witness fee(s).

11. Child-Rearing Leave

The District shall not refuse an individual child-rearing leave except in extreme emergencies. If leave begins during an academic year, the remainder of that year may be used for child-rearing leave. In addition, the next full academic year may be included, if requested by the employee. It is understood by the parties that an extreme emergency is created when the District is forced to terminate a scheduled program. The Board shall make every reasonable effort to secure a replacement in such cases.

12. Newborn and Adoptive Leave

Certified personnel are eligible to use up to twenty (20) days of paid sick leave (if available) per year to prepare for or care for an adopted child age 0 to 18 years who is not the birth child

of either parent. Certified personnel who are parents of a newborn child are eligible to use up to ten (10) days of paid sick leave (if available) per year to prepare for and care for the newborn child. Sick days taken whether for a newborn or adoptive child shall be taken within the six (6) month period surrounding the day the employee brings the child home.

L. Veterans Salary Schedule

1. Each year the ten (10) teachers with the most years of service teaching in the District who have applied for placement on the veteran salary schedule will be offered placement on the veteran salary schedule. The Board shall determine those who are eligible to be placed on the veteran salary schedule, first by length of service in the Concord School District measured by comparable full-time service, the person with the greatest length of service being given preference. Placement on the veteran salary schedule shall be for two (2) years. Those teachers who are in year 1 of the Veterans Salary Schedule in the 2017-2018 school year and subsequent years shall not be eligible for re-employment with the Concord School District as a full-time bargaining unit member upon conclusion of their veteran salary schedule benefits.

    a. Teachers who work 80% of a full time schedule or more shall be eligible for placement on the veteran salary schedule. In addition, a teacher must be 53 years of age by the last day of the school year in which they apply for placement and at the top of his/her salary track and have at least seventeen (17) years of full-time service in the district by August 31st of the year prior to being placed on the veteran salary schedule.

    b. Years of service to the district will be determined by the equivalent number of full-time years worked (example – two years of half-time equals one full-time year). If there is a tie in years of service, the date of formal election within the District shall be the determining factor.

    c. Should there still be a tie in length of service, then by the age of the eligible individuals as of August 31st of the year prior to being placed on the veteran salary schedule, the older individual being given preference.

    d. Eligible teachers shall apply by April 1st of the school year preceding placement on the veteran salary schedule by two (2) years if they qualify for the veteran salary schedule. Each qualifying teacher shall have twenty (20) calendar days from the date of notification that they have been selected for the veteran salary schedule to accept placement on the schedule. Notification shall be considered received on the date of actual receipt or three (3) days after notification is placed in the U.S. mail, whichever is sooner. If a teacher declines placement on the veteran salary schedule the next most senior teacher who applied will be offered the slot. Any teacher who declines will be eligible to apply the following year.

    e. If a teacher who has accepted placement on the veteran salary schedule decides to withdraw for any reason during the year prior to the start of veteran teacher status, the slot shall not be filled.

    f. An applicant with thirty (30) or more years of service on or before August 31st of year prior to being placed on the veteran salary schedule will receive the top step of the veteran salary schedule ($20,000) per year for two years in addition to their top step of their salary track plus max step. The remaining step payments will decrease in $500

increments for each year's decrease in the number of years of service below thirty (30) years that the teacher has with the District on or before August 31st of each of the two years they are on veteran salary schedule (e.g., 29 years of service with the District = a total cash payment of $39,000 over 2 years; 28 years of service with the District = a total cash payment of $38,000 over 2 years; 20 years of service with the District = a total cash payment of $30,000 over 2 years) = and 17 years equals a total cash payment of $27,000 over 2 years.

g. Eligible teachers who work less than a full time schedule shall receive a pro-rated cash payment equal in amount to the percentage of a full-time schedule the teacher worked in the year he or she was placed on the veteran salary schedule (i.e., 80% - 99%) times the veteran salary step designated above for a teacher of his or her years of service on or about August 31st of each year they are placed on the veteran salary schedule.

2. In the event that the Legislature of State of New Hampshire revises RSA 100-A:16, III-a, the CEA reserves the right to be able to reinstitute the current planned retirement system in its 2008/2009 form except that Section 1, B of the 2008/2009 plan retirement language shall be substituted to read: As of the end of the year of planned retirement, said teacher has completed at least seventeen (17) years of full time teaching or the equivalent thereof in the District.

3. 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.

VI. OTHER BENEFITS

A. Teacher's Contract

1. The individual teacher contract (Appendix A of this Agreement) shall state the salary and, to the extent possible, work location, subject matter and grade level to be taught. Exceptions to this provision are those itinerant teachers whose caseloads are unknown at the time of writing of the contract, and/or individuals who face an involuntary transfer due to reduction in force.

2. Whenever a projected class enrollment upon which an individual's assignment is based differs substantially from the actual class enrollment in the month of September, the District reserves the right to reassign the certified employee by October 1 within the District. Every reasonable effort will be made to assign the employee in areas of previous experience and areas of certification.

3. When each individual contract is executed, a teacher shall be paid in twenty-one (21) or twenty-six (26) installments which shall not exceed the amount set forth in the individual's annual contract. Individuals electing twenty-six (26) installments shall have installments twenty-two (22) through twenty-six (26) after the twenty-first (21st) installment has been issued and shall receive all five installments at the same time.

4. Teachers who begin their employment and execute their contract after the start of the school year shall have the pay periods remaining in the year prorated and, when the contract is executed, shall elect the prorated portions of the remaining twenty-one (21) or biweekly pay periods. Said installments shall not exceed the amount set forth in the individual's annual contract.

These provisions of the individual contract shall constitute the employee's working conditions.

B. **Evaluation**

The parties agree teachers shall be evaluated in a fair, open, and effective manner. Any model for evaluation adopted by the school district shall detail when evaluation(s) will occur, notification of any teacher deficiencies in a timely manner with assistance provided to the teacher so that improvement can be made without undue delay or detriment to the teacher and the student. (See Appendix K.)

C. **Lunch Period**

Each certified employee will be entitled to a lunch period free of duties or meetings of approximately thirty (30) minutes duration (or equal to the students, whichever is greater). Whenever a teacher is deprived of their lunch period due to an I.E.P. meeting which cannot be scheduled at any other time, the teacher will be provided with their lunch period before or after the meeting. Other teachers will not be used to provide coverage for the teacher's early or late lunch. In case of an emergency, a certified employee should be ready to accept a duty or assignment by the building principal, even if it means shortening the employee's lunch period.

D. **Preparation Time**

1. Each teacher shall be scheduled for a daily preparation period of 45 continuous minutes except on early release days or in cases of emergency.

2. Preparation time will not be used for meetings unless requested by the classroom teacher except for I.E.P. meetings where parents must attend and cannot be present at any other time.

3. Certified personnel shall receive a minimum of 2 hours preparation time on the day before school starts. If planning is required for freshman orientation day, teachers will be notified two weeks prior to the end of the prior school year.

E. **Teacher in Charge**

Certified personnel who accept temporary responsibility as an acting principal (teacher-in-charge) during the absence of a principal are deemed to be covered by the indemnification voted by the School Board on January 7, 1974, under Policy #203, pursuant to RSA 31:105 (Supp.), during the period they execute their responsibility.

F. **Discharge, Discipline or Reprisal**

No certified employee will be discharged or reprimanded except for just cause, as long as this provision does not violate state tenure law.

G. **Layoff Procedure**

The District will make every reasonable effort to minimize the effects of the reduction-in-force by such means as letting terminated positions close through attrition of personnel or having teachers who face layoff replace those who are on leaves of absence or sabbatical.

The following reduction-in-force provisions will be implemented when the Board finds it necessary to reduce the number of certified positions. These provisions will apply to both full-time and part-time certified positions.

The Board may reduce-in-force certified positions for reasons of: declining enrollment; budget reductions; changes in or consolidation of Board-authorized programs or any other reason determined to be necessary by the Board.

As soon as the Board determines that a reduction in force is necessary, the Superintendent shall notify the President of the Teachers' Association of the Boards determination. The District will notify the Association at the same time it notifies the certified employee(s) to be affected.

The decision to implement the reduction-in-force shall be made at the sole discretion of the School Board.

1. If the Concord School Board deems a reduction in force necessary, the District shall lay off personnel (District wide in the elementary schools and by department in the Middle and High Schools and Special Services areas) by using the following criteria and order in identifying which teacher(s) to release in the area(s) of proposed reduction.

    a. The District will retain those teachers who have the proper certification and relevant District teaching experience to meet the District's staffing needs.

    b. A teacher in the classification group who is on a Performance Improvement Plan (PIP) will be laid off before a teacher who is not on a PIP.

    c. Teachers with the fewest total years of service in the District.

    d. Should a tie still exist, the Association, the Board, and, if possible, the affected teacher(s) shall jointly conduct a lottery to determine the teacher(s) with greatest service.

    Any employee who changes teaching assignments as a result of lay off may be assigned a mentor and, if necessary, placed on a PIP at any time after October 1. If the provisions of the PIP are not met to the satisfaction of administration the employee can be non-renewed at the annual review. This change in no way impacts the language in Appendix K as applied to other staff.

2. Years of service to the District will be determined by the equivalent number of full-time years worked (example - two years of half-time equals one full-time year). If there is a tie, the date of formal election within the District shall be the determining factor; if a tie still exists, the lottery system will be used to determine seniority.

3. The District will notify affected personnel as early as it possibly can, but no later than April 15 (in any given year).

4. The District will notify the Association at the same time it notifies the certified employee(s) to be affected.

5. 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).

6. Certified personnel laid off must annually, by March 1, or such other times as appropriate, advise the Superintendent's office in writing of their current address and availability for employment. If a laid-off employee refuses an offer for reemployment in an area for which he/she is qualified, the employee shall forfeit his/her rights to reemployment under the conditions of this section.

H. **Transfers**

1. Voluntary

Whenever a vacancy occurs, it may be filled by a teacher transfer provided that the teacher is qualified and is approved by the District. Teachers from within the same building shall have the first opportunity to transfer. Teachers from within the District shall next have the opportunity to apply for transfer.

2. Involuntary

If all reasonable attempts by the administration to assign teachers to a building, grade, and/or subject by April 15, fail, the administration may issue contracts without such information.

The President of the CEA will be notified of the number and names of the individuals involved prior to the issuing of such contracts. Teachers so affected will be notified by July 15 of their placement for the coming school year.

When involuntary transfers occur between buildings within the same level or between levels (elementary, middle, and high school), the teacher in the building with the least seniority will be transferred. For purposes of this section, seniority shall be determined by adding the number of years of continuous service in the teacher's current building ("building seniority") and the number of a teacher's years of service in the District. For involuntary transfers of teachers not assigned to a single building, "building seniority" shall be determined by the teacher's years of continuous service within his or her current level.

Years of service in the District and in the teacher'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). If there is a tie in years of combined service in the District and the building, the date of formal election within the District shall be the determining factor and the teacher with the later date of formal election within the District will be transferred. If a tie still exists, the lottery system will be used to determine seniority and the teacher determined to have the least seniority will be transferred.

3. Notice of Vacancy

The Concord School District through its administration will notify district personnel of vacancies in the district prior to advertising such. The administration will also post a courtesy copy of the notice of vacancy on the District's web page for the convenience of district personnel. However, the parties recognize that the web page may be unavailable at times for a variety of reasons and agree that, should notices of vacancies be unavailable on the web page for any reason, that the absence shall not be subject to the grievance procedure in Article IV of this Agreement.

Should a vacancy occur during the summer recess, a notice of vacancy will be posted at the Central Office and the President of the CEA will be notified at the same time the position is advertised. General notice of employment opportunities will also be provided on one line of the statement of earnings and deductions for paychecks distributed during the summer recess. Until August 15, at least seven (7) days will be allowed to elapse between notification of vacancy and filling of such.

I. Dues Deduction

1. The Board agrees to deduct from the salaries of its employees, union dues or service fees for the Concord Education 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. Teacher authorization will be in writing in the form set forth in Appendix H.

2. 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.

3. Each of the Associations named in Section 1 above will certify to the District, in writing, the current rate of its union membership dues or service fee. Any Association which changes the rate of its union membership dues or service fee will give the District thirty (30) days written notice, prior to September 1 of the year of such change.

4. Deductions referred to in Section 1 above will begin within thirty (30) days of the District's receipt of authorization from the employee.

5. 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 any of the Associations named in Section 1 above. Any certified employee, desiring to have the District discontinue deductions he/she has previously authorized must notify the District and the Association concerned, in writing, sixty (60) days prior to the beginning of the school year.

6. 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.

J. Supervision of Students Outside the Classroom & Teaching Assistants

1. The District will provide transportation aides for terminal transportation points located at the elementary schools.

2. The District will provide at least one cafeteria aide at Concord High School for each lunch

period. In addition to cafeteria aides, the administration may request that teacher(s) (at CHS) volunteer for cafeteria duty so as to provide coverage for three lunch periods each day. Said cafeteria duty shall be in lieu of other duty assignments. In the event of an insufficient number of volunteers, or in the event the principal of the high school determines that any particular volunteer is not suited to cafeteria duty, the principal may appoint a teacher(s) to cafeteria duty. No assigned teacher shall be required to perform cafeteria duty more than three (3) times per week.

3. Teachers at secondary schools will supervise study areas provided:

   a. That each room so used is designed for studying, and

   b. That no student is assigned to a study area for breach of school rules.

K. Technology Representatives

The District will determine the job description and stipends for any funded Technology Representative positions.

VII. PROVISIONS FOR INVALIDITY OF PART OF AGREEMENT OR APPLICATION OF AGREEMENT

If any provision of this Agreement is in violation of State and/or Federal Statutes and is held invalid or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application and to this end the provisions of this Agreement are severable, and the parties within two (2) weeks shall enter into a discussion session to consider a substitute or replacement provisions.

VIII. DISTRIBUTION OF THE AGREEMENT

This Agreement, once final, shall be made available on the Concord School District website.

CONCORD SCHOOL DISTRICT

By: _____
School Board President

Date: 10-7-19

CONCORD EDUCATION ASSOCIATION

By: _____
CEA President

Date: 10/04/2019

CONCORD
SCHOOL DISTRICT

Concord School Board
and
Concord Education Association
October 3, 2019

SIDEBAR AGREEMENT
CO-CIRRICULAR SCHEDULE

WHEREAS, the Concord Education Association (CEA) and the Concord School Board (Board) are parties to a Collective Bargaining Agreement which expires by its terms on August 31, 2021 and,
WHEREAS the parties reached the following tentative agreement on January 3, 2019 regarding the Co-Curricular Schedule:
"A committee consisting of **two (2)** administrators and **two (2)** CEA members co-chaired by Superintendent or designee and CEA President or designee will be formed to conduct a thorough evaluation of the Co-Curriculum Schedule (Appendix D).
The committee will begin its work **no later than the end of October of the 2018 school year with the district responsible for scheduling the first meeting at a time mutually convenient for all parties. The committee** will make recommendations by **July 2019.**"
and,
WHEREAS, the parties are desirous of extending the timelines set forth in the January 3, 2019 Tentative Agreement, NOW THEREFORE, the parties agree to modify the Tentative Agreement as follows:
"A committee consisting of **two (2)** administrators and **two (2)** CEA members co-chaired by Superintendent or designee and CEA President or designee will be formed to conduct a thorough evaluation of the Co-Curriculum Schedule (Appendix D).
The committee will begin its work **no later than the end of ~~October of the 2018~~ November 2019 school year with the district responsible for scheduling the first meeting at a time mutually convenient for all parties. The committee** will make recommendations by **~~July 2019~~ June 30, 2020.**"

10-7-19
Date

President, Concord School Board

10/04/2019
Date

President, Concord Education Association

CONCORD SCHOOL DISTRICT

AND

CONCORD EDUCATION ASSOCIATION

SIDE BAR AGREEMENT
CO-CURRICULAR SCHEDULE STUDY COMMITTEE

The Concord School District ("CSD") and the Concord Education Association ("CEA") agree that a committee consisting of two (2) administrators and two (2) CEA members co-chaired by Superintendent or designee and CEA President or designee will be formed to conduct a thorough evaluation of the Co-Curriculum Schedule (Appendix D).

The committee will begin its work no later than the end of October of the 2018 school year with the district responsible for scheduling the first meeting at a time mutually convenient for all parties. The committee will make recommendations by July 2019.

10-7-19
Date

President, Concord School Board

10/04/2019
Date

President, Concord Education Association

Concord School District – Proposal
September 25, 2018

Appendix K: Proposal Renewal of Sidebar
The district proposes renewing a revised sidebar for 3 years.

9/25/2018 – Tentative Agreement:

Concord School District

Concord Education Association

CONCORD
SCHOOL DISTRICT

Concord School Board
and
Concord Education Association
October 13, 2015 – June 30, 2016

SIDEBAR AGREEMENT FOR CONSIDERATION OF REVISIONS TO APPENDIX K

Under this agreement the CEA and the District agree to use the May 2015 revised Appendix K document and the revised teacher rubric developed by the joint CEA/CSD Educator Evaluation Committee for the duration of the 2015-2018 school years. At the end of the 2015-2018 collective bargaining agreement the provisions of this sidebar agreement will expire and revert back to the 2015-2018 Appendix K contract language.

A standing Committee consisting of 4 administrators and 4 CEA members, co-chaired by Superintendent or designee and CEA President or designee will continue the process to review, modify, and recommend appropriate rubrics for the evaluation of bargaining unit members whose positions are outside the traditional classroom model (guidance counselors, speech and language specialists, school psychologist, etc.) This committee will also monitor the implementation of the teacher mini observation evaluation model and recommend changes/improvements as needed. It is expected that there would be a formal survey of participants, both teachers and administrators, to gain information to consider improvements as needed. This committee will also develop an evaluation summary page to support documentation beyond simply a rubric.

As this agreement has been reached in mid-October, we would recommend that 7-9 mini-observations be completed by the end of February 2016 to support this year's evaluation process.

10-7-19
Date

President, Concord School Board

10/04/2019
Date

President, Concord Education Association

CONCORD
SCHOOL DISTRICT

Concord School Board
and
Concord Education Association
October 3, 2019

SIDEBAR AGREEMENT
FOR CONSIDERATION OF REVISIONS TO APPENDIX K

Under this Sidebar Agreement the CEA and the District agree to establish a Committee consisting of two (2) administrators and two (2) CEA members, co-chaired by the Superintendent or designee and CEA President or designee.

The Committee shall review, modify, and recommend appropriate changes to the Appendix K Sidebar, including appropriate rubrics for the evaluation of bargaining unit members whose positions are outside the traditional classroom model (guidance counselors, speech and language specialists, school psychologist, etc.) under the current Collective Bargaining Agreement, which expires by its terms on August 31, 2021.

The Committee shall convene no later than November 30, 2019 and shall make recommendations to the respective bargaining committees of the CEA and the District by June 30, 2020.

Upon mutual agreement of the parties, the recommended modifications shall replace the Appendix K Sidebar under the current Collective Bargaining Agreement.

10-7-19
Date

President, Concord School Board

10/04/2019
Date

President, Concord Education Association

APPENDIX K UPDATE - DRAFT
Concord School District
December 2015

I. Purpose

The purpose of staff appraisal is to improve the quality of education. Inherent in this purpose is the challenge of each certified staff member to build upon existing strengths and to develop those skills needing improvement. To accomplish this goal, we support the right of each staff member to:

- know how well one is performing the duties and responsibilities of the position;
- know what areas of improvement are needed;
- have a candid appraisal of one's work;
- have the opportunity to discuss evaluation reports with the supervisor;
- seek and receive supervisory assistance when needed;
- receive recognition for commendable performance;
- be familiar with the evaluation process;
- have the opportunity to participate in the development of the evaluation process.

In addition to the formal procedures below, staff members and administrators are encouraged to explore and develop as broad a range of evaluation methods as possible, as mutually agreed upon for supplementary purposes.

Administrators are responsible for monitoring the operation of the school and the performance of their staff. This includes recognizing individual staff members for their strengths, working with staff members to establish growth plans, or identifying performance areas that might need improvement. While the evaluation procedures outlined below are important, they should be viewed as only part of the ongoing effort to monitor and improve the entire range of teaching and school activities. It is understood, however, that these procedures will be used throughout the district for the basic, continuing appraisal of all instructional staff.

The underlying assumption of this process is that all staff members can and should improve their contribution to the educational efforts of the Concord School District.

II. Definition of Components of the Staff Evaluation, Certification and Development Systems

A. Guidelines for Certified Staff
   1. It is expected that the Guidelines for Certified Staff, which are included in this document, will be used as a framework to develop, review and assess each staff member's Three-Year Growth Plan as a collaborative effort by staff members and administrators.
   2. These documents, as well as mutually agreed upon rubrics based on the Guidelines for Certified Staff, are not to be considered as checklists.

B. State Recertification Cycle: Staff members are required by the State of New Hampshire to complete, as outlined in the staff development master plan, a Three-Year Growth Plan at the beginning of each certification cycle. This requirement is met by the process outlined in the Concord Professional Development Master Plan so staff members are able to have one set of goals serving both needs. For more details see the Concord Professional Development Master Plan.

C. Three-Year Growth Plan (referred to as the "Plan" in this section)
   1. Goal Setting:
      a. This Three-Year Growth Plan is developed at the start of a Three-Year certification cycle or for an adjusted part of the cycle upon entry to the district. Staff members, in conjunction with an administrator, will be responsible for writing the Plan. The Plan should identify the goals to be

addressed, the professional activities to be undertaken, and the aligned evidence.

b. Staff members, in collaboration with an administrator, will be asked to select areas for growth. This is neither intended nor should it be construed as an unfavorable or unsatisfactory performance. This part of the review process assumes that there is always room for growth, and staff members will have a plan to accomplish this goal.

c. Staff members should focus on goals that will impact student learning. Each goal must have proposed strategies and expected evidence aligned to it. There are three type of goals.
    1. District goal(s)
    2. Certification goal(s)
    3. Personal goal(s) - may be related to the Guidelines for Certified Staff

2. Annual Update Meeting: This meeting is held between administrator and staff member to review the staff member's progress on their Growth Plan. There are no pay or termination decisions associated with an Annual Update Meeting. It is entirely for the purpose of professional growth and instructional enhancement. To be effective the Annual Update Meeting must be based on the continuing collaboration of the administrator and the staff member and should involve reflection and evidence. The teacher will provide a written reflection on their progress. At this meeting, goals can be adjusted, removed or added.

3. Annual Recommendation Form: Prior to March 15 of each year, administrators are required to submit for each staff member an Annual Recommendation Form to the Superintendent of Schools. This form will be part of the online annual review form. Staff are sent a notification that the form has been submitted. Staff members should review sign the form - advising them of the recommendation being made - and have the opportunity, if necessary, to discuss this with an administrator.

4. Culminating Meeting: The purpose of the Culminating Meeting is to do a "final" assessment of performance on the current Three-Year Growth Plan goals. This meeting takes place in the last year of the cycle and replaces the Annual Update meeting. The Annual Recommendation Form, as well as the Growth Plan Completion Form (marking the successful completion of recertification hours and the Culminating Meeting) will be completed during this meeting.

5. Establish new Three-Year Growth Plan Meeting: A new Three-Year Growth Plan is developed at this meeting. Ideally this meeting takes place by September 15th of the following school year. The Three-Year Growth Plan can be influenced by the outcomes of the observation and evaluation process.

D. Traditional Observational Clinical Cycle

1. The observation will be conducted by an administrator and will follow the clinical process with pre- and post-observation conferences.
2. Pre- and Post-Observation Conferences: There should be a pre-observation conference not more than a few days prior to the observation and a post-observation conference within a few days following the observation. It is expected that staff members will prepare the observer for the observation. The post-observation conference is designed to provide immediate feedback from the supervisor or administrator. It is an opportunity for staff members and administrators to review the data gathered during the observation and to discuss the data relative to the objectives of the lesson as stated in the pre-observation conferences. The post-observation conference should also focus on the staff member's continued growth or improvement, and recommendations made at this time should be incorporated into the staff member's Three-Year Growth Plan. Finally, all observation reports will be in written form and signed by the administrator and staff member.

3. There will be one mini-observation (see definition below) as a part of after each clinical observation.

E Mini-Observation Evaluation Cycle

1. Mini-Observation: Mini-observations are unannounced, frequent, short (10 minutes) thoughtful observations of classroom activities by the administrator; followed by face to face brief informal conversation and a brief follow up note to the teacher.
2. A full cycle will involve at least 8-10 mini-observations over a year's span.
3. Mini-Observation Culminating Meeting: The teacher and administrator/supervisor will meet to assess the staff member's performance against the guidelines for certified staff. The CEA and administration will, in agreement, supplement the Guidelines for Certified Staff with rubrics to assist in assessment. The teacher and administrator will complete an independent assessment of the teacher using the Guidelines for Certified Staff rubrics and then will collaboratively review their assessments. Both assessments will be submitted to the Superintendent. The administrator's assessment is the final say. There will be no numerical summary document.

F. Peer Observers: Staff members may request that another member of the staff be part of the observation process, including any teacher leader, another administrator, or any qualified staff member, except the Superintendent or Assistant Superintendent of Schools. While staff members are encouraged to benefit from the skills and experience of other staff, the use of peer observers is entirely voluntary. It is also understood that information shared between a peer observer (as opposed to a supervisor or administrator) and a staff member will remain confidential and will not be used for evaluation purposes. Peer observation is entirely for instructional enhancement and professional growth.

G. Performance Improvement Plan:
If it is necessary for a staff member to be placed on a Performance Improvement Plan, it will be done only after a number of conferences have taken place between the staff member in question and the responsible administrator and written documentation addressing the specific areas of concern has been made available to the staff member. Staff members will be allowed a reasonable opportunity to respond to these concerns.

It is the responsibility of the administrator to meet with the staff member and develop a Performance Improvement Plan that identifies the performance areas that are not satisfactory and the goals that will be addressed to remediate these concerns. In addition to these steps, it is expected that the responsible administrator will:

1. indicate the applicable approaches, behaviors, and strategies that are recognized as good practice in the school and the district;
2. suggest specific activities the individual could undertake to remedy the difficulties;
3. determine with the staff member any special help and/or materials the school might provide to help remedy the situation;
4. follow through to make certain the staff member receives this assistance;
5. regularly monitor the staff member's performance and provide advice and assistance as necessary. It is understood that termination decisions may be associated with a Performance Improvement Plan.
6. The Professional Improvement Plan will address those specific performance areas which have been noted in observation reports, conferences, or other forms of written communication. With the approval of the staff member, a copy of the written Performance Improvement Plan will be forwarded to the President of the Concord Education Association.

H. Mentor:
1. Any new teacher with two years or less experience will automatically have a mentor assigned by the administration for at least six months. A teacher with more than two years' experience may be assigned a mentor at the discretion of the Superintendent.
2. A paid training program has been established to prepare teachers to be mentors. The compensation for mentors will be $15.00 per hour for contractual time and $25.00 per hour for non-contractual time. No document created by the mentorship program may be used in any proceeding concerning the non-tenured teacher.

III. Process, Timelines and Roles of the Staff Evaluation, Certification and Development Systems

A. Continuing Contract Staff
1. Staff members under continuing contract will complete the Recertification and Evaluation Cycle following the steps outlined below:
   a. Start of Cycle: Establish Three-Year Growth Plan - by September 15 of Year One.
   b. Year One and Two: Annual Update Meeting by March 15
   c. Year Three: Complete Mini-Observation Evaluation Cycle - by March 15
   d. Year Three: Complete Three-Year Growth Plan Culminating Meeting and Mini-Observation Evaluation Culminating Meeting - by March 15 (can be done in one meeting)

2 More frequent observations may be arranged and are encouraged.

3 Performance Improvement Plan can be implemented at any time if the expectations for the process established in Section II have been followed.

B. New Staff and Non-Tenured Experienced Staff New to the District:
1. Administrators are responsible for carefully monitoring the performance of staff members who are new to the district. Administrators are expected to keep all new staff members informed of their strengths and improvement needs and provide appropriate assistance if necessary.
2. Staff members new to the district or non-tenured, experienced staff new to the district will complete the Recertification and Evaluation Cycle following the steps outlined below:
   a. Start: Review Guidelines
   b. Start of Cycle: Establish Three-Year Growth Plan - by September 15 of Year One.
   c. Year One and Two: Annual Update Meeting by March 15
   d. Year One, Two and Three: Evaluation Process
      1. New Teachers: Years 1-3: Traditional Observational Clinical Cycle; Years 4-5 Mini-Observation Evaluation Cycle
      2. Non-Tenured Experienced, New to the District: Year 1 Traditional Observational Clinical Cycle; Year 2-53 Mini-Observation Evaluation Cycle
   e. Year Three: Complete joint Three-Year Growth Plan Culminating Meeting and Mini-Observation Evaluation Culminating Meeting (for Non-Tenured Experienced) - by March 15 (can be done in one meeting)
   f. A mentor is provided per expectations established in Section II of this document.

IV. Appeal Procedures

Two processes are available for staff members and administrators for the purpose of resolving disagreements regarding these procedures.

A. Informal
1. If mutually agreed, an informal procedure may be utilized to resolve a disagreement regarding the recommendations of the Performance Improvement Plan. Staff members and administrators may call on other staff members, supervisors, or

administrators to mediate these differences to the satisfaction of both partners. The use of this procedure is advisory and voluntary.

B. Formal

1. Appeals under this procedure for non-tenured staff will be limited to a hearing before the Superintendent of Schools. Appeals for tenured teachers will follow the procedures of Article IV of the Master Agreement. Beginning with the 1994-1995 year, no non-tenured teacher will be non-renewed without taking part in the full mentorship program during the same year.

V. **Forms**

It is understood that forms and signatures may look different from paper and ink versions as we adopt digital formatting and approval processes. Outlined in this section is what the form must include and not an actual form.

A. Three-Year Growth Plan Form (currently on MyLearningPlan.org)
   1. Staff Member Name/School or Program/Administrator
   2. (Certified Staff Member) Overall title of plan and years it spans
   3. (Certified Staff Member) Title of each goal (minimum of two, but allowing more)
   4. (Certified Staff Member) Categorize each goal as District, Certification, or Personal
   5. (Certified Staff Member) Full description of each goal and proposed strategies or professional activities to be undertaken.
   6. (Certified Staff Member) Intended student evidence aligned to each goal
   7. (Administrator) Comment and approval section

B. Three-Year Growth Plan - Annual Update Form
   1. Staff Member Name/School or Program/Administrator
   2. (Certified Staff Member) Reflect on progress towards completion of each individual goal within the Three-Year Growth Plan goals. (Year 1, Year 2)
   3. (Administrator) Comment on overall progress towards completion of Three-Year Growth Plan goals (Year 1, Year 2)
   4. (Certified Staff Member) Reflect on each individual goal within the Three-Year Growth Plan and on the growth achieved through this process. (Year 3)
   5. (Administrator) Comment on completion of Three-Year Growth Plan goals and growth achieved (Year 3)

C. Performance Improvement Plan Form
   1. Staff Member Name/School or Program/Administrator
   2. Performance areas that are not satisfactory
   3. Outline of specific goals which address the unsatisfactory areas in #2.
   4. Professional growth activities designed to improve performance
   5. Signatures of both parties
      a. The signature of the staff member indicates that he/she has read and understands the purpose and intent of this plan.

D. Annual Recommendation Form
   1. Staff Member Name/School or Program/Administrator
   2. Recommended for renewal of contract OR recommended for renewal with the following reservations OR not recommended for renewal - for the _____ school year.
   3. Certified staff member's comments
   4. Signatures of both parties

E. Growth Plan Completion Form
   1. Staff Member Name/School or Program/Administrator

2. Recommended for re-certification OR recommended for re-certification with the following reservations OR not recommended for recertification
3. Certified Staff Member Comments
4. Signatures of both parties

VI. Review of Procedures

A. It is agreed that the Guidelines and rubric will be reviewed, per request by either Negotiation Committee, by a team of 50/50 administration and CEA members. The team will meet and make adjustments that are mutually agreeable.

B. A committee can be established to modify the mentor selection process. The committee would consist of a central office administrator, a principal, a Board member, an elementary teacher, a secondary teacher (both appointed by the CEA President), and the CEA President.

C. It is agreed that all the other procedures associated with Appendix K will be reviewed periodically by the Evaluation Committee and that the District reserves final approval of these procedures until they have been in place for at least two years.

VII. Guidelines for Certified Staff

There are two sets of guidelines - one set for classroom teachers and another for school specialists.

A. Classroom Teachers
GUIDELINES for Certified Staff - Classroom Teachers (developed using the Marshall Rubrics)
Appendix K - Revised April 2015

PLANNING AND PREPARATION

a. Knowledge	Keeps current in subject matter and has a good grasp of child development and how students learn.
b. Standards	Plans the year so students will meet high standards consistent with district curriculum.
c. Units	Plans most units with big ideas, essential questions, knowledge, skill and non-cognitive goals.
d. Assessments	Plans formative and summative assessments to measure student learning.
e. Anticipation	Anticipates misconceptions that students might have and plans to address them.
f. Lessons	Designs lessons focused on measurable, achievable outcomes aligned with unit goals.
g. Engagement	Designs lessons that are relevant, motivating, and likely to engage most students.
h. Differentiation	Designs lessons that target several learning needs, styles, and interests.

CLASSROOM MANAGEMENT

a. Expectations	Clearly communicates and consistently enforces high standards consistent with universal expectations in building.
b. Relationships	Is fair and respectful toward students and builds positive relationships.
c. Social-emotional	Fosters positive interactions among students and teaches useful social skills.
d. Routines	Teaches routines and has students maintain them all year.
e. Repertoire	Has a repertoire of discipline "moves" and can capture and maintain students' attention.

f. Efficiency	Maximizes academic learning time through coherence, lesson momentum, and smooth transitions.
g. Prevention	Has a confident presence and nips most discipline problems in the bud.

DELIVERY OF INSTRUCTION

a. Expectations	Conveys to students: 'This is important, you can do it, and I'm not going to give up on you.'
b. Mindset	Tells students that effective effort, not innate ability, is key.
c. Goals	Gives students a clear sense of purpose by communicating and posting the unit's essential questions and the lesson's goals.
d. Connections	Activates students' prior knowledge and hooks their interest in each lesson and new vocabulary.
e. Clarity	Uses clear explanations, appropriate language, and examples to present material.
f. Repertoire	Orchestrates effective strategies, questions, materials, technology, and groupings to foster student learning.
g. Engagement	Has students actively think about, discuss and use the ideas and skills being taught.
h. Differentiation	Differentiates and scaffolds instruction and uses peer and adult helpers to accommodate most students' learning needs.
i. Closure	Has students sum up what they have learned and apply it in a different context.

MONITORING, ASSESSMENT AND FOLLOW UP

a. Criteria	Establishes and communicates criteria for proficiency or competency, including rubrics and Exemplars of student work.
b. Diagnosis	Diagnoses students' knowledge and skills up-front and makes small adjustments based on the data.
c. Formative Assessment	Frequently utilizes formative assessment to give students clear and specific feedback.
d. Self-Assessment	Has students set goals, self-assess, and know where they stand academically at all times.
e. Communication	Regularly records and communicates students' performance on standards/competencies.
f. Common Assessments	Collaborates with colleagues on data from common assessments to adjust teaching, re-teach, and follow up with failing students.
h. Analysis	Analyzes data from assessments, draws conclusions, and makes instructional changes.
i. Reflection	Reflects on the effectiveness of lessons and units and continuously works to improve them.

FAMILY AND COMMUNITY OUTREACH

a. Respect	Communicates respectfully with parents and is sensitive to different families' culture and values.
b. Expectations	Gives parents clear expectations for student learning and behavior for the year.
c. Communication	Promptly informs parents of behavior and learning problems, and also updates parents on good news.

d. Responsiveness	Responds promptly to parent concerns

PROFESSIONAL RESPONSIBILITIES

a. Reliability	Is punctual and reliable with regards to attendance and professional obligations.
b. Language	Uses correct grammar, syntax, usage and spelling in professional contexts.
c. Professionalism	Demonstrates professional demeanor, follows school policies and procedures, and maintains appropriate boundaries.
d. Contributor	Shares responsibility for grade-level and school-wide activities and makes positive contributions to school community.
e. Collegiality	Is a positive team player and contributes ideas, expertise and time to the overall mission of the school.
f. Openness	Listens thoughtfully to other viewpoints and responds constructively to suggestions anc criticism.
g. Collaboration	Collaborates with colleagues to plan units, share teaching ideas and review student work.

B. School Specialists

1. A committee will be established (using process established in part A of Review of Procedures) to write the guidelines and related rubrics for school specialists by December 2016 for use in March 2017.
2. In the meantime, school specialists may either will (1) continue to formally use the following School Specialist Guidelines (or previous) and (2) continue to pilot mutually acceptable (between the CEAA and administration) rubrics that toward potentially will provide insight into the creation of the new set of guidelines and related rubrics for school specialists.

Guidelines for Certified Staff - School Specialists

1. Responsibilities Are Based On Clearly Defined Goals And Objectives

   a. Individual goals have been developed which contribute to the overall effectiveness of the school.
   b. Day-to-day activities are consistent with school and district priorities and are periodically reviewed for their appropriateness and effectiveness.

2. Policies And Procedures Support High Expectations For All Students

   a. Staff believe that all students can learn and that school has a large degree of influence over whether students succeed or not.
   b. Staff members set high standards for student learning. These standards should be both challenging and attainable.
   c. Individual routines are established that focus on improving student performance. Learning is seen as the most important purpose of school.
   d. Student progress is systematically monitored. Up-to-date records and information are kept for the purpose of improving student achievement.
   e. Daily activities are regularly reviewed to determine the effect they have on learning and growth.

3. Consultation And Support Are Designed To Improve The Overall Effectiveness Of The School

   a. Specialists communicate on a regular basis with other specialists, classroom teachers, and school administrators.
   b. Specialists and support personnel assist schools in their improvement efforts. They provide consultation, materials development, and training assistance as needed; support personnel are responsive to expressed building needs.
   c. Using the instructional goals as a foundation, classroom teachers and specialists are expected to modify or differentiate the curriculum to meet individual student needs.

4. Interaction With Students, Staff, Parents, and Community Agencies Are Positive And Effective

   a. Specialists are accessible and responsive to students.
   b. Specialists work cooperatively with other staff and contribute to the overall effectiveness of the school.
   c. Where appropriate, specialists work with parents to solve academic and behavioral problems; parents are viewed as partners in the education of their children.

5. Specialist Will Assume Responsibility For The Professional Development Of Themselves As Well As That Of The District

   a. Specialists remain current in the appropriate content areas, in the general research on education, and in their area of specialization.
   b. Specialists share their knowledge and expertise by actively participating on committees, at in-service activities, and staff meetings.

APPENDIX A

CONCORD SCHOOL DISTRICT

TEACHER'S CONTRACT
2019-2020
[OYO]

ACCOUNT NUMBER **[ACCT1]**
[ACCT2] [ACCT3]

EMPLOYEE NUMBER **[EMP ID]**

CONCORD SCHOOL DISTRICT
38 LIBERTY STREET
CONCORD, NEW HAMPSHIRE 03301-2934

[NAME]
[ADDRESS]
[CITY], [STATE] [ZIP]

[FTE] FTE TRACK/STEP **[RANGE]** / **[STEP]** ANNUAL SALARY **[BASE]** MAXIMUM STEP **[MAX]** TOTAL SALARY **[TOT SAL]** PAID BIWEEKLY IN **[PAYS]** EQUAL INSTALLMENTS BEGINNING **SEPTEMBER 6, 2019** LESS ANY DEDUCTIONS REQUIRED BY FEDERAL OR STATE LAW. PROPER DEDUCTIONS FOR LOSS OF TIME AND OTHER DEDUCTIONS MUTUALLY AGREED UPON BY BOTH PARTIES AND AUTHORIZED IN WRITING BY THE TEACHER.

1. THE DISTRICT SHALL EMPLOY THE TEACHER FOR THE CONTRACT YEAR BEGINNING ON **SEPTEMBER 1, 2019** AND ENDING ON **AUGUST 31, 2020** WITHIN WHICH WILL NOT CONTAIN MORE THAN **[DAYS]** SCHOOL OR OTHER PROFESSIONAL WORK DAYS.

2. THE ANNUAL SALARY IS BASED ON THE **2019-2020** SALARY SCHEDULE.

3. THE TEACHER IS ASSIGNED TO **[CONTRACT LOCATION]** WITH NO MORE THAN THE FOLLOWING INSTRUCTIONAL RESPONSIBILITIES:

NUMBER OF CLASSES PER DAY AND/OR WEEK	COURSES	GRADE LEVEL
[CLASS1]	**[ASSIGN]**	**[GRADE]**
[CLASS2]	**[ASSIGN2]**	**[GRADE2]**

4. THIS CONTRACT MAY BE TERMINATED BY THE DISTRICT, PRIOR TO ITS EXPIRATION DATE, IF THE TEACHER IS LAWFULLY DISMISSED IN ACCORDANCE WITH RSA 189:13, 14A, 31, 32, AND IN CASE OF SUCH TERMINATION THE DISTRICT SHALL BE OBLIGED TO PAY THE TEACHER THE COMPENSATION FOR SERVICES UP TO THE EFFECTIVE DATE OF TERMINATION BUT SHALL NOT BE OTHERWISE LIABLE TO THE TEACHER.

5. THE TEACHER MAY TERMINATE THIS CONTRACT AS OF JULY FIRST IN ANY YEAR GIVING NOTICE TO THE DISTRICT IN WRITING NOT LATER THAN JUNE 15 IN SUCH YEAR.

6. THAT EXCEPT AS PROVIDED IN SECTION 4 AND 5, THIS CONTRACT MAY NOT BE TERMINATED AT ANY TIME PRIOR TO ITS EXPIRATION WITHOUT THE CONSENT OF BOTH PARTIES.

7. RE-EMPLOYMENT CONTRACT FOR THE FOLLOWING SCHOOL YEAR WILL BE ISSUED AS CLOSE TO, BUT BEFORE, APRIL 15 AND RETURNED TO THE SUPERINTENDENT'S OFFICE PRIOR TO APRIL 30.

AGREEMENT MADE BY AND BETWEEN THE CONCORD SCHOOL DISTRICT AND THE TEACHER. IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS ACCORDING TO RSA 189:39.

CONCORD SCHOOL DISTRICT

TEACHER

DIRECTOR OF HUMAN RESOURCES

APPENDIX B

EDUCATIONAL ACTIVITIES CONTRACT

CONCORD SCHOOL DISTRICT

[SCHOOL]
EDUCATIONAL ACTIVITIES CONTRACT
[SCHOOLYR]

ACCOUNT NUMBER [ACCT]

EMPLOYEE NUMBER [EMP ID]

CONCORD SCHOOL DISTRICT
38 LIBERTY STREET
CONCORD, NEW HAMPSHIRE 03301-2934

[NAME]
[ADDRESS]
[CITY], [STATE] [ZIP]

AGREEMENT MADE BY AND BETWEEN CONCORD SCHOOL DISTRICT, HEREINAFTER CALLED THE DISTRICT, AND [NAME], HEREINAFTER CALLED THE ADVISOR.

WHERE IT IS MUTUALLY AGREED AS FOLLOWS:

THE DIRECTOR OF HUMAN RESOURCES CONCURS WITH THE RECOMMENDATION OF SCHOOL ADMINISTRATION OF [SCHOOL], TO CONTRACT YOUR SERVICES AS ADVISOR FOR THE [SCHOOLYR] SCHOOL YEAR.

EDUCATIONAL ACTIVITY:

[CLUB] [STIPEND]
STEP [STEP]

1. [PAY] [PAYDATE]

2. THIS CONTRACT IS ISSUED WITH THE UNDERSTANDING THAT YOU WILL ACCEPT THE RESPONSIBILITIES OR PERFORMANCE EXPECTATIONS OF THE ACTIVITY LISTED ABOVE. ANY CHANGE OR DEVIATION FROM THE PERFORMANCE EXPECTATION SHALL BE MADE BY MUTUAL CONSENT ONLY AND IN NO WAY SHALL REFLECT AS A CONDITION OF PRESENT OR FUTURE EMPLOYMENT.

3. THIS CONTRACT MUST BE SIGNED BY [EXPDATE].

CONCORD SCHOOL DISTRICT

_____
ADVISOR

_____
DIRECTOR OF HUMAN RESOURCES

APPENDIX C

TEACHER'S SALARY SCALE

APPENDIX C
TEACHER'S SALARY SCALE

	2018 - 2019			2019-2020			2020-2021		
Step	Bachelors	Masters	Masters +30	Bachelors	Masters	Masters +30	Bachelors	Masters	Masters +30
1	$43,237	$47,561	$50,155	$44,102	$48,512	$51,158	$44,984	$49,482	$52,181
2	$45,702	$50,025	$52,619	$46,616	$51,026	$53,672	$47,548	$52,046	$54,746
3	$48,166	$52,490	$55,084	$49,130	$53,540	$56,186	$50,112	$54,611	$57,310
4	$50,674	$54,997	$57,592	$51,688	$56,098	$58,744	$52,721	$57,220	$59,919
5	$53,138	$57,462	$60,056	$54,201	$58,612	$61,258	$55,285	$59,784	$62,483
6	$55,603	$59,926	$62,521	$56,715	$61,125	$63,771	$57,849	$62,348	$65,047
7	$58,111	$62,434	$65,028	$59,273	$63,683	$66,329	$60,458	$64,957	$67,656
8	$60,575	$64,899	$67,493	$61,787	$66,197	$68,843	$63,023	$67,521	$70,220
9	$63,040	$67,363	$69,957	$64,301	$68,711	$71,357	$65,587	$70,085	$72,784
10	$65,547	$69,871	$72,465	$66,859	$71,269	$73,915	$68,196	$72,694	$75,393
11	$68,012	$72,336	$74,930	$69,372	$73,783	$76,429	$70,760	$75,258	$77,957
12	$71,341	$75,665	$78,259	$72,768	$77,179	$79,825	$74,224	$78,722	$81,421
13	$74,670	$78,994	$81,588	$76,164	$80,574	$83,220	$77,687	$82,186	$84,885
14		$82,280	$84,874		$83,926	$86,572		$85,605	$88,304

APPENDIX D

CONCORD CO-CURRICULAR SCHEDULE

The co-curricular schedule will use the following base for each year of the contract:

1. Year 1: $42,204
2. Year 2: $42,837
3. Year 3: B1 Base

Steps equal years of experience coaching the sport or advising the activity.

GROUP	ACTIVITY	STEP 1	STEP 2	STEP 3
1	CHS Football - Boys (Head) CHS Drama Club Director ROPE Teacher (New Placement 15-16)	17.0%	18.0%	19.0%
2	CHS Basketball - Boys (Head) CHS Basketball - Girls (Head) CHS Hockey - Boys (Head) CHS Hockey - Girls (Head) CHS Wrestling - Boys (Head)	15.0%	16.0%	17.0%
3	CHS Alpine Skiing - Co-Ed (Head) CHS Alpine Skiing - Girls (Head) (Not Active) CHS Alpine Skiing - Boys (Head) (Not Active) CHS Baseball - Boys (Head) CHS Lacrosse - Boys (Head) CHS Lacrosse - Girls (Head) CHS Marching Band CHS National Honor Society Advisor CHS Senate Executive Director CHS Soccer - Boys (Head) CHS Soccer - Girls (Head) CHS Softball - Girls (Head) CHS Spring Track - Boys (Head) CHS Spring Track - Girls (Head)	11.0%	12.0%	13.0%
4	CHS Football - Boys (Assistant) CHS Football - Boys (JV) (2 Positions) CHS Football - Boys (Head) (Freshman Team)	11.0%	12.0%	13.0%
5	RMS Leadership (4 Positions) (Language Arts, Math, Science, Social Studies)	9.5%		

6	CHS Basketball - Boys (Freshman Team)	7.5%	8.5%	9.5%
	CHS Basketball - Boys (JV)			
	CHS Basketball - Girls (Freshman Team)			
	CHS Basketball - Girls (JV)			
	CHS Cross-Country Running - Boys (Head)			
	CHS Cross-Country Running - Girls (Head)			
	CHS Cross-Country Skiing - Co-Ed (Head)			
	CHS Drama Club Advisor			
	CHS Field Hockey - Girls (Head)			
	CHS Football - Boys (Freshman Team - Asst)			
	CHS Gymnastics - Co-Ed (Head)			
	CHS Hockey - Boys (Assistant)			
	CHS Hockey - Girls (Assistant)			
	CHS Indoor Track - Boys (Head)			
	CHS Indoor Track - Girls (Head)			
	CHS Nordic Skiing (Not Funded)			
	CHS Ski Jumping - Co-Ed (Head)			
	CHS Spirit - Co-Ed (Fall) (Head)			
	CHS Spirit - Co-Ed (Winter) (Head)			
	CHS Swimming - Co-Ed (Head)			
	CHS Tennis - Boys (Head)			
	CHS Tennis - Girls (Head)			
	CHS Volleyball - Girls (Head)			
	CHS Wrestling - Boys (JV)			
	CHS Yearbook Advisor			
7	CHS Newspaper Advisor	7.5%	8.0%	8.5%
	RMS Student Council Advisor			
8	CHS Baseball - Boys (JV)	6.5%	7.0%	7.5%
	CHS Lacrosse - Boys (JV)			
	CHS Lacrosse - Girls (JV)			
	CHS Softball - Girls (JV)			
9	CHS Cross Country Skiing - Co-Ed (Assistant) (New 08-09)	6.0%	6.5%	7.0%
	CHS Cross Country Running - Girls (Assistant) (New 07-08)			
	CHS Indoor Track - Girls (Assistant) (New 07-08)			
	CHS Orchestra Director			
	CHS ROPE Advisor (Assistant)			
	CHS Soccer - Boys (JV)			
	CHS Soccer - Girls (JV)			
	CHS Spring Track - Boys (Assistant) (New 07-08)			
	CHS Spring Track - Girls (Assistant) (2 Positions) (New 07-08)			
	CHS Wrestling - Boys (Assistant) (Do Not Fund)			
	RMS Orchester Director			

10	CHS Golf - Co-Ed (Head)	5.5%	6.0%	6.5%
	CHS Volleyball - Girls (JV)			
11	CHS Baseball - Boys (Freshman Team)	5.0%	5.5%	6.0%
	CHS Field Hockey - Girls (JV)			
	CHS Lacrosse - Boys (Freshman Team)			
	CHS Lacrosse - Girls (Freshman Team)			
	CHS Soccer - Boys (Freshman Team)			
	CHS Soccer - Girls (Freshman Team)			
	CHS Softball - Girls (Freshman Team)			
	RMS Basketball - Boys (7 & 8) (2 Positions)			
	RMS Basketball - Girls (7 & 8) (2 Positions)			
	RMS Field Hockey - Girls (2 Positions)			
	RMS Soccer - Boys (7 & 8) (5 Positions)			
	RMS Soccer - Girls (7 & 8) (5 Positions)			
	RMS Spring Track - Boys (Head)			
	RMS Spring Track - Girls (Head)			
	RMS Yearbook Advisor			
12	CHS Choral Director	4.0%	4.5%	5.0%
	CHS Concert Band Director			
	CHS Junior Class Advisor			
	CHS Senior Class Advisor			
	CHS Ticket Manager			
	RMS Chamber Chorus Concert Director			
13	CHS Alpine Skiing - Co-Ed (Supplemental) (New 08-09)	3.0%	3.5%	4.0%
	CHS Color Guard Director			
	CHS Cross Country Skiing - Co-Ed (Supplemental) (New 08-09)			
	CHS Jazz Ensemble			
	CHS Marching Band (Assistant)			
	CHS Nat'l. Art Honor Society Advisor			
	CHS Senior Class Advisor (Assistant)			
	CHS Spirit - Co-Ed (Fall) (JV)			
	CHS Spirit - Co-Ed (Winter) (JV)			
	CHS Spring Track - Boys (Supplemental) (New 08-09)			
	CHS Varsity Club Advisor			
	CHS Wrestling - Boys (Supplemental) (New 08-09)			
	CHS Yearbook Advisor (Assistant)			
	RMS Drama Club Advisor			
	RMS Jazz Band Director			
	RMS Student Newspaper Advisor			
14	CHS Dance Club Advisor	2.0%	2.5%	3.0%
	CHS Freshman Class Advisor			
	CHS Intramural Strength Training - Co-Ed - Fall			

CHS Intramural Strength Training - Co-Ed - Spring
CHS Intramural Strength Training - Co-Ed - Winter
CHS Majorette - Girls
CHS Math Team Advisor
CHS Sophomore Class Advisor
RMS Drama Club Advisor (2nd Show) (New 09-10)
RMS Intramural Cross Country Running - Boys
RMS Intramural Cross Country Running - Girls
RMS Intramural Floor Hockey - Co-Ed
RMS Intramural Volleyball - Girls (1 Position + 1 New 08-09)
RMS Intramural Strength Training - Boys - Fall
RMS Intramural Strength Training - Boys - Winter
RMS Spirit - Basketball - Co-Ed
RMS Spring Track - Boys (Assistant) (New 08-09)
RMS Spring Track - Girls (Assistant) (New 08-09)
RMS Wrestling - Boys (Head)
RMS Wrestling - Boys (Assistant) (New 08-09)
RMS Wrestling - Boys (Supplemental) (New 08-09)

15	CHS Chess Club Advisor	1.5%	2.0%	2.5%
	CHS Classical Club Advisor			
	CHS French Club Advisor			
	CHS German Club Advisor			
	CHS Oceanography Club Advisor			
	CHS Spanish Club Advisor			
	CHS Community Action Club Advisor			
	RMS Cross-Country Ski Club Advisor - Co-Ed (New 09-10)			
	RMS Dance Club (New 08-09)			
	RMS Game Club Advisor			
	RMS Literacy Magazine "The Apple" (New 08-09)			

16 Elementary Activities

The District will contribute $30,000 to sponsor activities at the elementary level. Said activities will be determined by the administration at each elementary school on a year-to-year basis. It is understood that specific elementary activities will not be added to the Co-Curricular Schedule. To the extent activities are supervised by staff before or after staff member's regularly scheduled workday, staff members will be paid at the rate of $15.00 per contact hour with students.

Flat Rate Positions:

Athletic Trainer – Fall	$6,000
Athletic Trainer – Spring	$6,000
Athletic Trainer – Winter	$6,000

The administration may include new positions during the life of the contract if funded by the School Board. The salary category will be determined by the administration and reviewed during negotiations

for the next master contract. If this schedule results in a lower salary for any person under contract, they will be held harmless at the higher level.

APPENDIX E

MEDICAL INSURANCE

SCHOOLCARE Yellow **Open Access** — **Choice Fund**

(Formerly CDHP)

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.

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

SCHOOLCARE Yellow Open Access

Choice Fund

(Formerly CDHP)

BENEFITS	YELLOW OPEN ACCESS (In Network Benefits Only)
HEARING TESTS	Deductible, then 20% to the Out of Pocket Maximum
EMERGENCY & URGENT CARE *(Medically Necessary and Worldwide)* 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: $0. (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* *(In or Out of Network)* 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 *(accidents only)* REMOVAL OF BONEY IMPACTED WISDOM TEETH SKILLED NURSING CARE *(100 days per person/per plan year maximum)* AMBULANCE *(if not a true emergency, services are not covered)* 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

APPENDIX F

DISABILITY INCOME

1. The District agrees to provide disability income benefits during lifetime to age sixty-five (65) for all certified personnel who are scheduled to work at least 17.5 hours per week and are actively 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 (minimum monthly benefit is $100).

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.

APPENDIX G

SABBATICAL LEAVE

1. The number of persons on sabbatical for any one year would be limited to a total of no more than 1 1/2% of the total professional staff.

2. No person would be eligible to apply unless he/she had been employed by the School District of Concord for a period of at least seven consecutive years.

3. A sabbatical leave will consist of either one full year at half pay or one half year at full pay.

4. Any person applying for a sabbatical must submit to the Superintendent, in writing, a resume of his/her proposed plans. This resume should show the value which this program would return to the school system. Any change in program, which in the opinion of the Evaluating Committee would substantially decrease the value of the program, could result in the withdrawal of the sabbatical.

5. The recipient must agree to serve for at least two full years in the School District of Concord or must reimburse the District for all expenses incurred as a result of the sabbatical.

6. The Evaluating Committee shall consist of the Superintendent of Schools, the Assistant Superintendent, and a standing committee of three members of the Board of Education.

7. The committee may in any one year grant fewer than the 1 1/2% allowed if they feel that there are not enough applications of sufficient merit.

8. All applications shall be held in strictest confidence.

9. Application for full sabbatical year or half sabbatical year must be submitted to the Superintendent of Schools by December 1 of the preceding year. Applicants will be notified of results by February 1. A proposed plan describing its value to the school system must accompany application (one original and four copies typewritten).

APPENDIX H

DUES DEDUCTION FORM

NEA New Hampshire
Shaping the Future, One Student at a Time

Membership Year _____

NEA NATIONAL EDUCATION ASSOCIATION
Great Public Schools for Every Student

Name: _____ (First) ____ (M.I.) _____ (Last) Gender: _____

Last Four Digits of Social Security #: ____ ____ ____ ____ Ethnicity*: _____ Date of Birth: ____/____/____

Mailing Address: _____

Physical Address: _____

Home Phone: _____ Cell Phone: _____

Home Email Address: _____ Local Association Name: _____

Building Name: _____ Date of Hire: ____/____/____

Position: _____ Subject: _____

By providing my phone number, I understand that the National Education Association, NEA Member Benefits and NEA360 may use automated calling techniques and/or text message me on my cellular phone on a periodic basis. Neither the National Education Association nor any of its affiliates charge for text message alerts. Carrier message and data rates may apply to such alerts. Text STOP to 84693 to stop receiving NEA messages. Text HELP to 84693 or go to nea.org/terms for more information.

☐ Yes — I want to join my colleagues by becoming a member of the _____ (Local Association Name), the National Education Association-New Hampshire, and the National Education Association. I hereby request and voluntarily accept membership in these associations, and agree to abide by the Constitution and Bylaws of all three associations. Membership is annual beginning September 1 and automatically renews annually thereafter.

Member Signature: _____ **Date:** ____/____/____

Category	Membership Type Code	Annual Amount
NEA		
NEA-NH		
Local Dues		
NEA-NH Fund (Apple Corps Fund) (suggested $25) ***		
NEA Fund (FCPE) (suggested $15) ***		
Total Annual Dues Obligation		

NEA-New Hampshire Payment Authorization Form Must Be Completed and Accompany Membership Form if Paying by EFT or CC		
Payment	✓	Method
(EasyPay) EFT		Dues will be deducted from your bank account after signing up on the NEA-NH website or by filling out an EFT Authorization form.
Check		Dues paid in full upon enrollment. (One annual payment)
MC/VISA		Dues paid in full upon enrollment using the NEA-NH website or by Credit Card Authorization form. (One annual payment)
Payroll Deduction		Dues deducted from your paycheck. Please check with the SAU Office to be sure the correct dues amount is being deducted.

*** NEA FUND and APPLE CORPS FUND - The National Education Association Fund for Children and Public Education (NEA FUND) and the New Hampshire Education Political Action (APPLE CORPS FUND) collect voluntary contributions from Association members and use these contributions for political purposes, including, but not limited to, making contributions to and expenditures on behalf of friends of public education who are candidates for federal office. Only U.S. citizens or lawful permanent residents may contribute to the NEA FUND and the APPLE CORPS FUND. Contributions to the NEA FUND and APPLE CORP FUND are voluntary; making a contribution is neither a condition of employment nor membership in the Association, and members have the right to refuse to contribute without suffering any reprisal. Although the NEA FUND requests an annual contribution of $15 and the APPLE CORPS FUND requests an annual contribution of $25, this is only a suggestion. A member may contribute more or less than the suggested amount, or may contribute nothing at all, without it affecting his or her membership status, rights, or benefits in NEA or any of its affiliates.

*** Contributions or gifts to the NEA FUND and the APPLE CORPS FUND are not deductible as charitable contributions for federal income tax purposes. Federal law requires political committees to report the name, mailing address, occupation, and name of employer for each individual whose contributions aggregate in excess of $200 in a calendar year.

*** Federal law prohibits the NEA FUND from receiving donations from persons other than members of NEA and its affiliates, and their immediate families. All donations from persons other than members of NEA and its affiliates, and their immediate families, will be returned forthwith.

Dues payments are not deductible as charitable contributions for federal income tax purposes.

☐ Yes — I understand and agree: 1) annual membership dues may change from year to year; 2) dues may be paid annually or incrementally, however, the financial obligation for membership is an annual fee and any cancellation after December 1 will result in a dues obligation for the remaining portion of the year.

Member Signature: _____ **Date:** ____/____/____

Local Association Representative Signature: _____ Date: ____/____/____

Original—NEA-NH Yellow Copy—Local Association Pink Copy—Payroll Office Goldenrod Copy—Member

APPENDIX I

RN NURSE'S SALARY SCHEDULE

APPENDIX I
NURSE'S SALARY SCALE

	2018 - 2019		2019-2020		2020-2021		
Step	RN	BSN/MSN	RN	BSN/MSN	RN	BSN	MSN
1	$41,500	$42,500	$42,330	$43,350	$43,177	$44,217	$44,217
2	$43,160	$44,200	$44,023	$45,084	$44,904	$45,986	$45,986
3	$44,820	$45,900	$45,716	$46,818	$46,631	$47,754	$47,754
4	$46,480	$47,600	$47,410	$48,552	$48,358	$49,523	$49,523
5	$48,140	$49,300	$49,103	$50,286	$50,085	$51,292	$51,292
6	$49,800	$51,000	$50,796	$52,020	$51,812	$53,060	$53,060
7	$51,460	$52,700	$52,489	$53,754	$53,539	$54,829	$54,829
8	$53,120	$54,400	$54,182	$55,488	$55,267	$56,598	$56,598
9	$54,780	$56,100	$55,876	$57,222	$56,994	$58,366	$58,366
10	$56,440	$57,800	$57,569	$58,956	$58,721	$60,135	$60,135
11	$58,100	$59,500	$59,262	$60,690	$60,448	$61,904	$61,904
12	$59,760	$61,200	$60,955	$62,424	$62,175	$63,672	$63,672
13							$65,441

Outline of Coverage
Delta Dental PPO plus Premier Network

SAU #08 Concord SD
Group Number: 0146

DELTA DENTAL

Northeast Delta Dental

Read Your Dental Plan Description Carefully—This Outline of Coverage provides a very brief description of the important features of your dental benefits plan. This is not the insurance contract, and only the actual policy provisions will control. The Dental Plan Description itself sets forth in detail the rights and obligations of both you and your insurance company. It is therefore important that you ***READ YOUR Dental Plan Description CAREFULLY!*** *Not all time limitations and exclusions are shown herein. Benefit percentages shown are based on the actual charges submitted up to the Maximum Allowable Charge for participating dentists, or Delta Dental's allowance for non-participating dentists.*

Diagnostic / Preventive (Coverage A)	Basic Restorative (Coverage B)	Major Restorative (Coverage C)
DIAGNOSTIC: Evaluations twice in a 12-month period; this includes periodic, limited, problem-focused, and comprehensive evaluations. X-rays (complete series or panoramic film) once in a 5-year period Bitewing x-rays once in a 12-month period X-rays of individual teeth as necessary Brush biopsy once in a 12-month period **PREVENTIVE:** Two cleanings in a 12-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 3-year period per tooth, for children to age 19	**RESTORATIVE:** Amalgam (silver) fillings; Composite (white) fillings (on anterior and posterior teeth) **ORAL SURGERY:** Surgical and routine extractions **ENDODONTICS:** Root canal therapy **PERIODONTICS:** Periodontal maintenance (cleaning) **Note**: *Cleanings are limited to two in a 12-month period; these may be routine (Coverage A) or periodontal (Coverage B), or a combination of both.* Treatment of gum disease Clinical crown lengthening once per tooth per lifetime **DENTURE REPAIR:** Repair of a removable denture to its original condition **EMERGENCY PALLIATIVE TREATMENT**	**PROSTHODONTICS:** Removable and fixed partial dentures (bridge); complete dentures Rebase and reline (dentures) Crowns Onlays Implants
Delta Dental Pays: 100%	**Delta Dental Pays: 100%**	**Delta Dental Pays: 50%**

Contract Year Maximum: $1000 per Person beginning each July 1st
Health through Oral Wellness® program included (please see reverse for details)

Rev. 2/10/2017

APPENDIX J

APPENDIX K

STAFF APPRAISAL AND DEVELOPMENT PROCEDURES

I. PURPOSE

The purpose of staff appraisal is to improve the quality of education. Inherent in this purpose is the challenge of each certified staff member to build upon existing strengths and to develop those skills needing improvement. To accomplish this goal, we support the right of each staff member to:

- know how well one is performing the duties and responsibilities of the position;
- know what areas of improvement are needed;
- have a candid appraisal of one's work;
- have the opportunity to discuss evaluation reports with the supervisor;
- seek and receive supervisory assistance when needed;
- receive recognition for commendable performance;
- be familiar with the evaluation process;
- have the opportunity to participate in the development of the evaluation process.
- In addition to the formal procedures below, staff members and administrators are encouraged to explore and develop as broad a range of evaluation methods as possible, as mutually agreed upon for supplementary purposes.

II. DISTRICT REQUIREMENTS FOR STAFF APPRAISAL AND DEVELOPMENT

Administrators are responsible for monitoring the operation of the school and the performance of their staff. This includes recognizing individual staff members for their strengths, working with staff members to establish annual growth plans, or identifying performance areas that might need improvement. While the evaluation procedures outlined below are important, they should be viewed as only part of the ongoing effort to monitor and improve the entire range of teaching and school activities. It is understood, however, that these procedures will be used throughout the district for the basic, continuing appraisal of all instructional staff.

A. Annual Review

Annually, administrators are responsible for reviewing the performance of each staff member assigned to his or her building. This annual review, along with the goals targeted for the following year, will be put into an individual development plan, which, together with the annual recommendation form, will be submitted to the Superintendent of Schools by March 1 of each year. It is expected that the Guidelines for Certified Staff, which are attached to this document, will be used as a framework to develop each staff member's individual development plan, and that this will be a collaborative effort by staff members and administrators.

B. Observations

1. Non-Tenured Staff
   Non-tenured staff members will have at least two formal observation sequences between March 1 and December 15 of each evaluation year. The observation will be conducted by an administrator and will follow the clinical process with pre- and post-observation conferences.

2. Staff members under continuing contract will have at least one complete observation sequence every three years, although more frequent observations may be arranged and are encouraged.

C. New Staff

1. Administrators are responsible for carefully monitoring the performance of staff members who are new to the district, in part, by providing at least two (2) formal observation sequences, including at least one formal observation sequence within six to eight weeks of the start of the school year and at least one additional formal observation sequence to be completed no later than December 15. An individual development plan for new staff members will be written and a copy forwarded to the Superintendent's Office by March 1. In the period before March 1, administrators are expected to keep all new staff members informed of their strengths and improvement needs and provide appropriate assistance if necessary.

2. Any new teacher with two years or less experience will automatically have a mentor assigned by the administration for at least six months. A teacher with more than two years experience may be assigned a mentor at the discretion of the Superintendent.

3. Any mentorship program adopted by the District will be collaboratively developed with the Association before it is implemented and will contain the following components:

a. A committee has been established to create a mentor selection process. The committee would consist of a central office administrator, a principal, a Board member, an elementary teacher, a secondary teacher (both appointed by the CEA President), and the CEA President. A paid training program has been established to prepare teachers to be mentors.

b. The compensation for mentors will be $15.00 per hour for contractual time and $25.00 per hour for non-contractual time.

c. No document created by the mentorship program may be used in any proceeding concerning the non-tenured teacher.

d. This will be completed by January 11, 1994.

III. PROFESSIONAL REVIEW PROCESS

In general, the clinical process will be used; however, by mutual agreement of the staff member and administrator, other appraisal strategies may be used. The clinical process includes a written individualized plan, annual review of the progress toward this plan, an observation sequence that is based, in part, on the classroom observations. Specific steps of the review process are outlined below.

A. Individual Development Plan

The underlying assumption of this process is that all staff members can and should improve their contribution to the educational effort of the Concord School District. To accomplish this goal staff members, in conjunction with their administrator and where appropriate the supervisor, will be responsible for writing an individual development plan each school year, which focuses on either (1) satisfactory areas targeted for growth (Annual Growth Plan), or those aspects of the staff member's performances which are unsatisfactory and need to be improved (Performance Improvement Plan). The individual development plan should identify the goals to be addressed, the professional activities to be undertaken, and a brief review of the progress of this plan. The method to review the plan need not be quantitative, but simply a considered judgment on the part of the staff member and administrator or supervisor involved.

1. Annual Growth Plan

Staff members, in collaboration with their administrator and where appropriate the supervisor, will be asked to select

areas for growth. This is neither intended nor should it be construed as an unfavorable or unsatisfactory performance. This part of the review process assumes that there is always room for growth, and staff members will have an Annual Growth Plan to accomplish this goal. To be effective the annual growth plan must be based on the continuing collaboration of the administrator and the staff member and should be an intensive effort focusing on two or three goals that will have a lasting impact on teacher performance. There are no pay or termination decisions associated with an Annual Growth Plan. It is entirely for the purpose of professional growth and instructional enhancement. Revisions in the Growth Plan may be made as needed until March 1 of the following year.

2. Performance Improvement Plan

At the time of the annual review, if it is necessary for a staff member to be placed on a Performance Improvement Plan, it will be done only after a number of conferences have taken place between the staff member in question and the responsible administrator and written documentation addressing the specific areas of concern have been made available to the staff member. Staff members will be allowed a reasonable opportunity to respond to these concerns.

It is the responsibility of the administrator to meet with the staff member and develop a Performance Improvement Plan that identifies the performance areas that are not satisfactory and the goals that will be addressed to remediate these concerns. In addition to these steps, it is expected that the responsible administrator will:

a. indicate the applicable approaches, behaviors, and strategies that are recognized as good practice in the school and the district;
b. suggest specific activities the individual could undertake to remedy the difficulties;
c. determine with the staff member any special help and/or materials the school might provide to help remedy the situation;
d. follow through to make certain the staff member receives this assistance;
e. regularly monitor the staff member's performance and provide advice and assistance as necessary. It is understood that termination decisions may be associated with a Performance Improvement Plan.

The Professional Improvement Plan will address those specific performance areas which have been noted in observation reports, conferences, or other forms of written communication. With the approval of the staff member, a copy of the written Performance Improvement Plan will be forwarded to the President of the Concord Education Association.

B. Observation Sequence

1. Pre- and Post-Observation Conferences

There should be a pre-observation conference not more than a few days prior to the observation and a post-observation conference within a few days following the observation. It is expected that staff members will prepare the observer for the observation. The post-observation conference is designed to provide immediate feedback from the supervisor or administrator. It is an opportunity for staff members and administrators to review the data gathered during the observation and to discuss the data relative to the objectives of the lesson as stated in the pre-observation conferences. The post-observation conference should also focus on the staff member's continued growth or improvement, and recommendations made at this time should be incorporated into the staff member's development plan. Finally, all observation reports will be in written form and signed by the administrator and staff member.

2. Peer Observers

Staff members may request that another member of the staff be part of the observation process, including any house or teacher leader, another administrator, or any qualified staff member, except the Superintendent or Assistant Superintendent of Schools. While staff members are encouraged to benefit from the skills and experience of other staff, the use of peer observers is entirely voluntary. It is also understood that information shared between a peer observer (as opposed to a supervisor or administrator)

and a staff member will remain confidential and will not be used for evaluation purposes. Peer observation is entirely for instructional enhancement and professional growth.

C. Annual Recommendation Form

Prior to March 1 of each year, administrators are required to submit for each staff member an Annual Recommendation Form to the Superintendent of Schools. Staff members should sign the form - advising them of the recommendation being made - and have the opportunity, if necessary, to discuss this with the responsible administrator.

IV. TIMELINE

The professional review process begins each year prior to March 1 with a meeting to discuss and write an individual plan for the coming school year. A follow-up conference may be scheduled whenever the staff person feels the plan is achieved or needs revision, but not later than March 1 of the next year. Even if the plan has not been completed, the staff person, administrator, and where appropriate the supervisor, will review the progress made and next steps necessary.

Three-Year Growth Plan

Staff members are required by the State of New Hampshire to complete as outlined in the staff development master plan, a Three-Year Growth Plan at the beginning of each certification cycle. When possible, staff members are encouraged to coordinate their Three-Year Growth Plan with the individual development plan required by the Staff Appraisal and Development Procedures outlined in this document.

V. APPEAL PROCEDURES

Two processes are available for staff members and administrators for the purpose of resolving disagreements regarding these procedures:

A. Informal

If mutually agreed, an informal procedure may be utilized to resolve a disagreement regarding the recommendations of the Performance Improvement Plan. Staff members and administrators may call on other staff members, supervisors, or administrators to mediate these differences to the satisfaction of both partners. The use of this procedure is advisory and voluntary.

B. Formal

Appeals under this procedure for non-tenured staff will be limited to a hearing before the Superintendent of Schools. Appeals for tenured teachers will follow the procedures of Article IV of the Master Agreement. Beginning with the 1994-1995 year, no non-tenured teacher will be non-renewed without taking part in the full mentorship program during the same year.

VI. REPORTING FORMS

A. Annual Growth Plan - to be completed annually for each staff member whose performance is considered satisfactory. This form is to be a cooperative effort by the individual staff member and the responsible administrator. Where appropriate, a supervisor's input will be included. This form must be signed and returned to the Superintendent's Office by March 1 of each school year. A copy of all revisions will be forwarded to the Superintendent.

B. Performance Improvement Plan - to be completed for each staff member whose performance is

considered unsatisfactory. It is understood that progress toward this plan, together with other pertinent information, will be used to make decisions regarding employment status. This form must be signed by the appropriate parties and returned to the Superintendent's Office by March 1. With the permission of the staff member, a copy of the Performance Improvement Plan will be forwarded to the President of the Concord Education Association.

C. Annual Recommendation Form - to be completed by administrators for each staff person assigned to their building or program. This from should be accompanied by either an Annual Growth Plan, or a Performance Improvement Plan. This form should be returned to the Superintendent's Office by March 1 of each school year.

D. Guidelines For Certified Staff - to be used by staff members, administrators, and supervisors as a guide when completing the Annual Growth Plan or the Performance Improvement Plan. These documents are not to be considered as checklists or to be included with other evaluation documents.

E. Three-Year Plan - By state law and school district policy, staff members are required to develop with their administrators a Three-Year Plan of professional activities at the start of each recertification cycle. For details see Staff Development Master Plan.

VII. REVIEW OF EVALUATION PROCEDURES

It is agreed that these procedures will be reviewed periodically by the Evaluation Committee and that the District reserves final approval of these procedures until they have been in place for at least two years.

VIII. GUIDELINES FOR CERTIFIED STAFF

A. Guidelines For Classroom Teachers

1. Instruction Is Guided By A Prepared Curriculum

a. Units of instruction and lessons have clearly defined goals, consistent with district priorities and curriculum guidelines.
b. Lesson objectives are evident and clearly explained to students.
c. Unit or lesson objectives are set in a timeline so that the calendar can be used for instructional planning.
d. Instructional resources and teaching activities are identified, matched to objectives and student developmental levels, and recorded in lesson plans. Alternative resources and activities are identified, especially for priority objectives.
e. Resources and teaching activities are reviewed for content and appropriateness and are modified according to experience to increase their effectiveness in helping students learn.

2. There Are High Expectations For Student Learning

a. Diagnostic data is used to assess student's strengths and weaknesses.
b. Teachers set high standards for learning and let students know they are all expected to meet them. Standards are set so they are both challenging and attainable.

3. Instruction Is Clear and Focused

a. Lesson activities are previewed; clear written and/or verbal directions are given; key points and instructions are repeated; student understanding is checked.
b. Lesson activities are purposeful and support the instructional goals.
c. To check understanding, teachers ask clear questions and make sure all students have a chance

to respond.

4. Learning Progress Is Monitored Closely

   a. Teachers frequently monitor student learning, both formally and informally, using a variety of assessment techniques.
   b. Teachers use assessment results not only to evaluate students, but also for instructional diagnosis and to determine if teaching methods are working.
   c. A record of student progress is maintained and progress is communicated to students, parents, and other appropriate staff.
   d. Regular, focused reviews of key concepts and skills are used throughout the year to observe on and strengthen student learning.

5. Class Time Is Used for Learning

   a. Teachers set priorities for using class time and allocate time for each lesson or activity.
   b. Teachers assist students in planning and organizing for learning.
   c. There are smooth, efficient, classroom routines.
   d. Classroom behavior standards are clearly defined and communicated to students, parents, and administrators. Standards are consistent with the code of conduct for the building.

6. A Variety Of Teaching Techniques Are Used

   a. Flexible grouping techniques are used to accomplish instructional objectives.
   b. Teachers modify and adapt learning activities to meet the needs of all students.

7. Interactions With Students, Staff, and Parents Are Positive And Effective

   a. **With Students:**
   - Teachers are accessible and responsive
   - Teachers encourage students to be active, responsible, and independent learners.
   - Teachers provide opportunities for all students to be successful and recognized.
   - Teachers create and maintain an atmosphere of mutual respect and concern.
   - Teachers reinforce positive student behavior and achievements.
   - Teachers provide for student safety and well-being through active supervision.

   b. **With Staff:**
   - Teachers make positive contributions to the school and effectiveness of the total school program.
   - Teachers use the advice of specialists in planning and carrying out the instructional program.
   - Teachers support school policy and administrative and faculty decisions.
   - Teachers maintain a respect for the ideas and feelings of other staff.

   c. **With Parents:**
   - Parents are kept informed about the academic and behavioral progress of students.
   - Teachers work cooperatively with parents to solve academic and behavioral problems; parents are viewed as partners in the education of their children.

8. Professional Development

   a. Positive contributions are made to the success of school and district committees, in-service activities, and staff meetings.
   b. Teachers remain current in the content areas and teaching strategies.
   c. Teachers update their knowledge about the educational and social needs of the students.

B. Guidelines For School Specialists

1. Responsibilities Are Based On Clearly Defined Goals And Objectives

   a. Individual goals have been developed which contribute to the overall effectiveness of the school.
   b. Day-to-day activities are consistent with school and district priorities and are periodically reviewed for their appropriateness and effectiveness.

2. Policies And Procedures Support High Expectations For All Students

   a. Staff believe that all students can learn and that school has a large degree of influence over whether students succeed or not.
   b. Staff members set high standards for student learning. These standards should be both challenging and attainable.
   c. Individual routines are established that focus on improving student performance. Learning is seen as the most important purpose of school.
   d. Student progress is systematically monitored. Up-to-date records and information are kept for the purpose of improving student achievement.
   e. Daily activities are regularly reviewed to determine the effect they have on learning and growth.

3. Consultation And Support Are Designed To Improve The Overall Effectiveness Of The School

   a. Specialists communicate on a regular basis with other specialists, classroom teachers, and school administrators.
   b. Specialists and support personnel assist schools in their improvement efforts. They provide consultation, materials development, and training assistance as needed; support personnel are responsive to expressed building needs.
   c. Using the instructional goals as a foundation, classroom teachers and specialists are expected to modify or differentiate the curriculum to meet individual student needs.

4. Interaction With Students, Staff, Parents, and Community Agencies Are Positive And Effective

   a. Specialists are accessible and responsive to students.
   b. Specialists work cooperatively with other staff and contribute to the overall effectiveness of the school.
   c. Where appropriate, specialists work with parents to solve academic and behavioral problems; parents are viewed as partners in the education of their children.

5. Specialist Will Assume Responsibility For The Professional Development Of Themselves As Well As That Of The District

   a. Specialists remain current in the appropriate content areas, in the general research on education, and in their area of specialization.
   b. Specialists share their knowledge and expertise by actively participating on committees, at in-service activities, and staff meetings.

ANNUAL GROWTH PLAN

STAFF MEMBER: _____

SCHOOL/PROGRAM: _____ ADMINISTRATOR: _____

A. AREAS OF STRENGTH:

B. PROGRESS TOWARD COMPLETION OF CURRENT (PREVIOUS GROWTH PLAN)

C. NEW/REVISED GROWTH PLAN (AREAS SELECTED FOR GROWTH)

Signature of Administrator: _____ **Date:** _____

Signature of Staff Member: _____ **Date:** _____

PERFORMANCE IMPROVEMENT PLAN

STAFF MEMBER: _____

SCHOOL/PROGRAM: _____ ADMINISTRATOR: _____

A. PERFORMANCE AREAS THAT ARE NOT SATISFACTORY:

B. OUTLINE OF THE SPECIFIC GOALS WHICH ADDRESS THE UNSATISFACTORY AREAS ABOVE:

C. PROFESSIONAL GROWTH ACTIVITIES DESIGNED TO IMPROVE PERFORMANCE:

Signature of Administrator: _____ **Date:** _____

Signature of Staff Member: _____ **Date:** _____

The signature of the staff member indicates that he/she has read and understands the purpose and intent of this plan.

ANNUAL RECOMMENDATION FORM

STAFF MEMBER: _____

SCHOOL/PROGRAM: _____ ADMINISTRATOR: _____

1. _____ Recommend for Renewal of Contract

2. _____ Recommend for Renewal with the following Reservations

3. _____ **Not** Recommend for Renewal of Contract for the _____ School Year

Signature of Administrator: _____ **Date:** _____

Signature of Staff Member: _____ **Date:** _____

TEACHER COMMENTS:

Note: Administrators are required to submit this form for all staff members to the Superintendent of Schools by March 1 of each year.