

**MASTER AGREEMENT**

Concord School District

and

Concord Educational Assistants Association

September 1, 2023 – August 31, 2025

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CONTRACT  
BETWEEN  
CONCORD SCHOOL DISTRICT  
AND  
CONCORD EDUCATIONAL ASSISTANTS ASSOCIATION  
2023-2025

This Agreement, made and entered into between the Concord School District (the District) and the Concord Educational Assistants Association (the Association or CEAA) shall be in force for the years beginning September 1, 2023, and ending August 31, 2025. It will be renewed annually from September 1 of each year to August 31 of the following year (the termination date) unless one of the parties has notified the other in writing on or prior to the 1st of April preceding the termination date for that year that it will not agree to another renewal. Termination of this Agreement shall not be construed as limiting or modifying rights or benefits granted the Association or any employee by RSA 273-A or other applicable law.

**I. RECOGNITION**

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

**B. Definitions**

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

1. **School** -- means any work location.
2. **Non-Instructional Assistant** -- means those assistants who work in the elementary cafeteria, on the playground, and/or assist with clerical duties.
3. **Instructional Assistant** -- means those assistants who assist:
  - a. Classroom Teachers;
  - b. In the supervision of study halls, cafeteria, and playgrounds;
  - c. Special Education Teachers;

- d. Individual students with IEP's;
  - e. In the operation, repair, and use of audio-visual material and equipment and library/ media center(s);
  - f. In providing health services;
  - g. In the Advance Program;
  - h. In a 3R Program
4. **Program Assistant** -- means any position so designated by the School Board.
  5. **Autism** – means any position so designated by the School Board in the exclusive assignment of working with autistic/behavioral students.
  6. **CEAA Representative** -- means Concord Educational Assistants Association Representative.
  7. **Assistant** -- means Instructional Assistants and Program Assistants.
  8. **New Position** -- When new positions are created which have duties similar to those performed by assistants, the District agrees to meet with the Association, in negotiations, for the purpose of recognizing such new positions in the CEAA bargaining unit.
  9. **"Temporary Employee"** -- includes all personnel hired by the District on a temporary basis for a period of six months or less for positions with students new to the District or with students newly identified or coded, or contingent positions. The District reserves the right to hire temporary employees for six months or less who shall not become members of the bargaining unit. Thereafter, temporary employees shall be provided with benefits in accordance with this Agreement for the duration of their employment or of the defined period of their employment. Temporary employees who have served six (6) months outside the bargaining unit shall have their seniority calculated from their original date of continuous service to the District if they are employed by the District without any break in service at the conclusion of their service as a temporary employee. The District may also hire replacement employees for a defined period of employment in accordance with Article XIII, H.

C. **Probationary Period**

An individual selected from outside the CEAA to fill any vacant position will be given a one hundred and eighty (180) work day probationary period on that job with the appropriate wage rate starting on the first day he or she begins work. Probationary employees may be terminated in the sole discretion of the District

or its representatives. During the probationary period, no benefits will be provided to an employee except that health benefits shall be available after 60 calendar days, dental benefits will be available after 2 years of employment . Employees transferring into a CEAA position from another employee group will be allowed to maintain current health and dental insurance coverage (if applicable) until eligible for coverage under this Master Agreement. Employee contribution rates for health and dental insurance shall be at the prevailing contribution rates established by this Master Agreement. If a newly hired employee successfully completes the probationary period, the anniversary date for employees for purposes of determining eligibility for all other benefits, shall be the date the employee was hired, not the date on which the probationary period expired.

## **II. NEGOTIATIONS PROCEDURE**

- A. On or before October 15 of any year prior to the year of termination, either party may notify the other party of its intention to negotiate amendments or modifications of this Agreement or a successor Agreement.
- B. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist or represent it in negotiations.
- C. The District and the Association recognize and will fulfill its obligation to negotiate in good faith as prescribed in RSA 273-A.
- D. Any Agreement reached shall be reduced to writing and shall be signed by the District and the Association. A copy of the Agreement shall be filed with the Public Employees Labor Relations Board (PELRB) within fourteen (14) days of the signing.
- E. If agreement is not reached by January 15, preceding the termination date in any year, either party may declare an impasse and shall then follow the procedures outlined in RSA 273-A for the resolution of disputes.
- F. If the parties fail to agree on the selection of a mediator or fact finder, and pursuant to RSA 273-A:12, the matter is referred to the Public Employee Labor Relations Board (PELRB) for appointment of a mediator or fact finder, and if

within twenty (20) days of such reference the PELRB has failed to provide a list for selection of a mediator or fact finder, as the case may be, the parties will jointly petition the PELRB in writing for such list.

- G. If the PELRB does not provide such a list within ten (10) days from the date of the petition, either party may request the American Arbitration Association to appoint a mediator or fact finder, as the case may be, to which appointment the other party will be deemed to have consented.

### **III. ASSOCIATION RIGHTS**

- A. So long as this Agreement remains in effect, prior to each District Board meeting, the District will provide the Association president with the agenda and the place of the meeting.
- B. The District agrees that all employees within the bargaining unit shall have full freedom of association and self-organization and shall be free from coercion, interference, discrimination, or reprisals by the District by reason of membership in the Association or the exercise of their rights under RSA 273-A. This Agreement shall not be interpreted as divesting the New Hampshire Public Employees Labor Relations Board (PELRB) of any jurisdiction conferred by RSA 273-A.
- C. The Association will have the right to post notices of its activities and matters of concern and interest to Assistants, and to have the use of the school mailbox system and any electronic communications systems.
- D. Representatives of the Association shall be permitted to transact Association business on school property at reasonable times.
- E. At any District-wide meeting of Assistants, the Association shall be given the opportunity to distribute reports and announcements, provided that such activity is scheduled by the District or its agents, and that such activity does not interfere with the orderly conduct of the District's business.
- F. At the beginning of every school year, the Association will be credited with thirty (30) hours to be used by employees who are officers of the Association. Such use, with pay, will be at the discretion of the Association, and shall not be for less

than one hour, and the Superintendent will be notified no less than twenty-four (24) hours prior to the use of such time. This time will not be treated as time described in RSA 273-A:11, II.

**IV. DUES DEDUCTION (FAIR SHARE)**

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



notify the District and the Association concerned in writing sixty (60) days prior to the beginning of the school year.

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

**V. EMPLOYEE RIGHTS**

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

**VI. HOLIDAYS**

Employees in the bargaining unit shall be granted the following days with pay: Labor Day, Thanksgiving Day and the day after, 2 days during the Christmas break, and Memorial Day. Days off will be defined by the school calendar.

**VII. TEMPORARY SUBSTITUTIONS**

In the event an employee is assigned to substitute for another employee in a higher Assistant classification for a period in excess of five (5) working days, the substitute employee shall be paid at the Assistant classification rate of the person for whom the employee is substituting, if the rate is greater.

**VIII. EMPLOYMENT**

- A. An Assistant will not be expected to work beyond the number of hours agreed to in his/her individual contract with the District. However, if any Assistant and Principal/Supervisor mutually agree to additional hours of work, such hours will be considered overtime and compensated at the following rate:
  - 1. Up to and including forty (40) hours per week will be the normal hourly rate.
  - 2. Over forty (40) hours per week will be one and one-half (1 1/2) times the normal hourly rate.
- B. All Assistants will be given a job description outlining their duties when they are issued their individual contracts for the coming school year.
- C. The District shall make all reasonable efforts to issue contracts for Assistants for the forthcoming school year, as early as possible. Except in unusual circumstances, contracts for known positions will be issued no later than June 1st.
- D. Assistants shall not be assigned to duties beyond those contained in their job description unless voluntarily agreed to.
- E. Should an Assistant be temporarily assigned to duties compensated at a rate lower than those contracted for, such Assistant shall not be reduced in pay but shall continue at their current higher rate of pay.
- F. Assistants will be guaranteed one uninterrupted half (1/2) hour duty-free lunch break period without pay.
- G. CEAA bargaining unit members may not be assigned to substitute for any employee not recognized as part of the CEAA bargaining unit.
- H. If positions of employees covered by this Agreement are reclassified in a manner that reduces the wage levels applicable to that position, no person who is

employed by the District as of the effective date of this Agreement, will have his/her compensation reduced so long as he/she occupies the reclassified position for the remainder of the school year.

- I. Upon request, an Assistant will have his/her Supervisor(s) designated.
- J. The District will pay all bargaining unit employees up to six (6) hours at their regular rate of pay to attend a mandatory training day before the start of school, as determined by the school calendar. In addition, bargaining unit members shall attend one mandatory and one optional professional development day as published by the professional development committee and approved by the assistant superintendents.
- K. Bargaining unit employees shall be provided with sufficient time and equipment, including but not limited to an electronic device (i.e. ThinkPad or equivalent) in order to fulfill assigned duties not involving student contact. This includes, but is not limited to paperwork, electronic reporting and logging, meetings and literature review.

## **IX. FAIR TREATMENT**

### **A. Notification of Deficiencies**

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

### **B. Right to Representation**

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

C. **Due Process**

No Assistant shall be discharged, non-renewed, suspended, disciplined, reprimanded, reduced in rank or compensation, or deprived of any benefit without just cause. All information forming the basis for disciplinary action will be made available to the Assistant and the Association.

Any complaint regarding an Assistant made to any member of the Administration by a parent, student, or other person that may be used in any evaluative manner shall be promptly investigated. The Assistant shall have the opportunity to review any complaint placed in the file. The Assistant shall also have the right to submit a written answer to such material and said answer shall be reviewed by the Superintendent, or designee, and attached to all copies.

D. **Review of Personnel Files**

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

X. **VACANCIES, TRANSFERS (Voluntary and Involuntary), and REASSIGNMENTS**

A. **Notices of Vacancies**

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

B. **Requirements**

All vacant positions shall be filled by Assistants from within the school system, provided:

1. they make application within ten (10) school days of the posting date of the vacancy notice in their building or have a request for such assignment on file; and
2. they are the most qualified applicant for the position among the pool of qualified internal and external candidates.

**C. Voluntary Transfers**

1. Assistants who desire a change in assignment, or who desire to transfer to another building, may file a written statement of such desire with the Director of Human Resources not later than May 15. Such statement shall include the position to which the Assistant desires to be assigned and the school or schools to which he or she desires to be transferred, in order of preference.
2. When the District seeks to fill an Assistant vacancy by transfer, CEAA volunteers District-wide will be interviewed, evaluated and given first consideration in placement in the vacant position before an involuntary transfer is considered.

**D. Involuntary Transfers**

1. Involuntary Transfers – If all reasonable attempts by the Administration to assign an Assistant to a building, grade, and/or student by June 15 fail, the Administration may issue contracts without such information.
2. The President of the CEAA will be notified of the number and names of the individuals involved prior to the issuing of such contracts. Members so affected will be notified by July 31 of their placement for the coming school year.
3. If it is necessary to involuntarily transfer or reassign an Assistant after the start of the school year, the District will attempt to accomplish the transfer or reassignment on a voluntary basis, provided the needs of students and the District can be met. If the transfer or reassignment cannot be accomplished on a voluntary basis, the District may make an involuntary transfer or reassignment within the pool of Educational

Assistants who are within their first five years of employment in the bargaining unit. The date of hire in the bargaining unit will be used to determine those members who are within the first five years of employment.

4. If there is not a sufficient number of employees who are within their first five (5) years of employment to accomplish the necessary transfers, the Assistant in the building with the least seniority will be transferred. For purposes of this section, seniority shall be determined by the number of years of continuous service in the Assistant's current building ("building seniority"). In the event of a tie in building seniority, the Assistant's District seniority (within the bargaining unit) will be added to their building seniority to determine the least/most senior. If there is a tie in years of combined service in the District and the building, a lottery system will be used to determine seniority and the Assistant determined to have the least seniority will be transferred.
5. Years of service in the District (within the bargaining unit) and in the Assistant's building will be determined by the equivalent number of full-time years worked (example – two years of half-time equals one full-time year).

**E. Transfers and Reassignments**

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

**F. Notification of the Association**

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

**XI. TRAVEL ALLOWANCES**

Employees may not be required by the District to use their personal cars for District business. If employees are requested to use their cars and agree to do so, such

employees will be reimbursed for the use of their cars at the current school district travel reimbursement rate.

**XII. LAYOFF PROCEDURE (Full-Year Employees)**

When an Assistant position is eliminated, based on reduction in school attendance, decrease in the number of students, decrease in course enrollment, reduction in funding, discontinuance in a particular service, or reorganization of staff, or any other reason, the following procedure will be used:

- A. A comparable position is a position within the same classification (see “Recognition” provision) and with the same number of hours of work regularly scheduled per day.
- B. An Assistant's qualifications for a position are also based upon the Assistant's ability and proper training to perform the functions of the position, with or without a reasonable accommodation, and the Assistant's willingness to perform the functions of the position.
- C. When bumping into a position with fewer hours, it is the intent of the parties that the Assistant with seniority maintain as many of his/her previously scheduled hours of work per week as possible.
- D. **Layoffs**
  - 1. Layoffs will be in the inverse order of seniority when the employee is qualified. If an Assistant with seniority is laid off, that person will have the right to bump the Assistant with the lowest District seniority in a comparable position, if qualified for the position. If the senior Assistant is not qualified for that position, he/she will be considered for the next comparable position with the same or less hours per day (FTE) District-wide (moving up the seniority list until he/she is qualified for a position or he/she reaches his/her original placement on the District seniority list.
  - 2. If, after moving up the full list of positions district-wide by hours scheduled per day, the senior Assistant is not qualified for a position with fewer hours based upon the Assistant's District seniority and

qualifications, the Assistant will be subject to recall in accordance with Article XII.8.

3. If a school closes, Assistants will be placed at a new or merged building according to building seniority in a comparable position, if qualified. If there is a lack of comparable positions for which the employee is qualified, those persons would bump the Assistants with the lowest seniority district-wide in comparable positions where qualified.
  4. If no comparable position is available district-wide based upon the Assistant's seniority and qualifications, the Assistant will be subject to recall in accordance with Article XII.8.
- E. If an Assistant is laid off due to a reduction in federal funding, that Assistant will be offered restoration to the position should the particular funding for that position be restored, if the District restores the position with the same number of hours during that contract year. That Assistant will be offered the restored position before the District recalls any employee who may be eligible for recall in accordance with Article XII F. If the Assistant accepts the restored position, any Assistant who may be available for recall will be recalled in accordance with Paragraph F of this Article to fill the position of the Assistant who returned to the restored position.
- F. For a period of fourteen (14) months following the layoff, employees will be recalled in the inverse order of their being laid off, and no new appointments may be made within that fourteen (14) month period while there are laid off employees available who are qualified to fill a vacancy, provided that, this right to preferential rehiring shall apply only to positions for which the employee is qualified and shall apply only with respect to a comparable position to that from which the employee was laid off or, as an alternative, to a position with the same or fewer hours. Employees who wish to be eligible for rehiring under this Article XII must notify the Director of Human Resources in writing within ten (10) days of the original layoff. Seniority is determined by the total number of contracted school year hours worked for the District.
- G. The District shall have the right to issue up to three (3) open ended individual contracts to the least senior Assistants to provide for reduction in force arising



from the transfer of a special needs student out of district, during the school year, or a change in IEP code.

- H. The District shall notify, in writing, the affected Assistant or Assistants, and the Association, of all layoffs for the forthcoming school year by June 1 of the current school year.

### **XIII. LEAVES**

#### **A. Personal Leave**

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

#### **B. Bereavement Leave**

Employees shall be entitled to time off with pay for the purpose of attending funerals for members of their immediate family up to five (5) days for each occurrence. Immediate family shall be defined as : spouse, mother/father, brother/sister, child, grandparents, grandchildren, step: mother/father/brother/sister/child, aunt/uncle, legal guardian, and in-laws: mother/father/brother/sister. Days utilized for immediate family funerals shall not be deducted from sick leave. In extenuating circumstances, the Superintendent may approve the use of up to three (3) additional days of sick leave for a death in the immediate family. Employees may utilize up to three (3) days of sick leave per year to attend other funerals.

#### **C. Emergency Leave**

1. The parties recognize that emergencies not excluding illness in the family may occur from time to time that require the absence of an employee from customary employment responsibilities within the District. When said emergencies occur, an employee shall be entitled to absent themselves from their employment without loss of pay for up to three (3)

emergency days per contract year. These days are non-cumulative. The employee shall notify their supervisor in a reasonable period of time.

2. An individual shall not be refused permission to leave if, in the opinion of the individual, an emergency exists. In the event the District determines that an emergency requiring the individual's absence did not actually exist, it shall follow the requirements of the grievance procedure as outlined in Article XIX within this Agreement.

**D. Sick Leave**

All Assistants will receive an accounting of their accumulated sick leave on each paycheck stub.

1. All full-year Assistants shall be entitled to ten (10) sick days/sessions with pay, per year, accruable to ninety (90) days/sessions.
2. A starting balance of four (4) days will be given to all Assistants under this section after completion of their first 60 calendar days of employment in the bargaining unit .
3. If an employee shall die from any cause while in service and there remains sick leave standing to his/her credit, then the sick leave shall be paid in the following order of priority:
  - a. A named beneficiary whose name has been filed by said employee;
  - b. If no named beneficiary has been filed, to the employee's surviving spouse, then to the estate of the deceased employee.
4. After ten (10) continuous years of service in the bargaining unit, Assistants who voluntarily terminate their employment with two-week's notice will be paid 100% of their accrued sick time balance up to a maximum accrual pursuant to Article XXIII.D.1. Employees with 10-15 continuous years of service in the bargaining unit will be paid at a rate of \$90 per day. Employees with 16-20 continuous years of service in the

bargaining unit will be paid at a rate of \$100 per day and employees with 21+ continuous years in the bargaining unit will be paid at a rate of \$110 per day.

E. **Childcare Leave**

1. A leave of absence of up to one year without pay shall be granted to an Assistant for the purpose of childcare. Assistants desiring such leave shall notify the Director of Human Resources as soon as practical, but in no event later than thirty (30) days prior to the date a leave is to commence, except in the case of medical emergency.
2. An Assistant who takes childcare leave shall be returned to the position formerly held. If the leave has been for six (6) months, or less, there will be no reduction in pay or benefits and all rights and accrued benefits shall be received as if the employee had been actively employed during the leave. If the leave is longer than six (6) months, all rights and accrued benefits shall be reinstated, except that experience level credit will not be given for leave time. Such an assistant may contribute the cost of his/her insurance coverage in order to remain in the group plan while on leave.

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

F. **Health Leave**

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

G. **Military Leave**

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

H. **Other Leave**

Other leaves of absence may be granted with or without pay by the District.

An employee on any leave authorized pursuant to the terms of this Agreement shall be given a written statement of the type and duration of said leave.

I. **Replacement Employees**

The District may hire replacements for bargaining unit members who are on leaves of absence for a defined period of employment only. It is understood that said replacement employees shall be considered temporary employees for up to six (6) months of their employment as defined in Article I,B,8. Thus, replacement employees shall not be considered bargaining unit members and shall not receive benefits during that six (6) month period. Thereafter, replacement employees shall be provided with benefits in accordance with this Agreement for the duration of their employment or of the defined period of their employment.

The termination of employment of a replacement employee, whether at any time after the six (6) month period of temporary employment or at the conclusion of his or her defined period of employment, shall not be considered a layoff and the layoff procedure in Article XII of this Agreement shall not apply to a replacement employee whose employment has been terminated. However, replacement employees who have served six (6) months outside the bargaining unit shall have their seniority calculated from their original date of continuous service to the District if they are employed by the District without any break in service at the conclusion of their service as a replacement employee.

XIV. **SICK LEAVE BANK**

The District agrees to establish a sick leave bank to cover employees in the event of long-term illness. The sick leave bank shall be administered by a committee composed of five (5) members of the Association appointed by the Association President. Rules for membership and participation in the sick leave bank shall be established by the Association and shall be supplied to the School Board upon request. Any rules established by the Association shall include the following:

- 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 be supplied with days at the start of each school year to bring it up to the two hundred (200) day maximum. The sick bank may be replenished to the maximum of two-hundred (200) days one time during the school year and only when the sick bank balance falls below fifty (50) days.
- B. That employees may contribute up to ten (10) days in any school year to the sick leave bank; and that any days contributed shall be deducted from the year's sick leave entitlement for the person making said contribution.
- C. That the Association shall notify the District by November 15th of each year of the individuals who have donated days to the sick leave bank so that said days may be deducted from the individual's yearly entitlement. Only bargaining unit employees who have contributed to the sick leave bank in any contributing year are entitled to receive sick bank benefits.
- D. That individuals may not elect to receive sick leave benefits in lieu of disability benefits. Eligibility for sick leave bank benefits shall terminate when an individual is eligible for disability benefits.
- 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.

**XV. WAGE SCHEDULE**

- A. The wage schedule of all employees covered by this Agreement is set forth in Schedule A which is attached hereto and made a part hereof.
- B. The District agrees to pay all members who attain and maintain the status of Registered Behavioral Technician (RBT) an additional \$1.75 per hour. The District must receive documentation of this status by no later than August 31<sup>st</sup> of each year in order for the member to be paid this additional amount for that school

year. Mid-year changes will be effective with the issuance of the subsequent year's contract.

C. All Assistants will be placed on the appropriate step of the CEAA Wage Schedule in accordance with their experience in the area for which the Assistant is hired. Experience is to be determined by the Principal, the Assistant Superintendent or the Director of Human Resources, with notification to the Association President.

D. **Longevity**

Assistants who have ten (10) or more years of service in the bargaining unit as of October 1, 2023, will receive additional compensation as follows:

10-14 years	\$1.80/hour
15-19 years	\$2.05/hour
20-24 years	\$2.30/hour
25 years or more	\$2.55/hour

Assistants who complete ten (10) years of service in the bargaining unit after October 1, 2023, will receive annual longevity compensation as follows:

10-14 years	\$2100
15-19 years	\$2400
20-24 years	\$2700
25 years or more	\$2900

In order to qualify for longevity, Assistants must reach longevity status prior to October 1<sup>st</sup> of any given school year.

The annual longevity payment will be paid in two (2) equal installments. The first payments shall be in the first payroll in December and the final installment shall be paid in the last payroll in June. If the Assistant leaves prior to receiving either of the two payments, the Assistant forfeits the payment.

E. All members of the bargaining unit are hourly, non-exempt employees according to the Fair Labor Standards Act. All bargaining unit members are required to record all approved hours worked in the District's electronic time keeping system. Employees will be paid under one of the following options:

(1) Members of the bargaining unit hired on or after July 1, 2023 will be paid on a bi-weekly basis for all hours worked during that pay period.

(2) Members of the bargaining unit hired prior to July 1, 2023 will continue to be paid in twenty-six (26) equal bi-weekly installments, unless they elect to be paid on an hourly basis under option 1. Once an employee elects to convert to the hourly basis under option 1, that employee will not be able to return to the 26 equal installment option. The pay and hours worked by employees electing the 26 equal installment option will be reconciled a minimum of once per year.

(3) Members of the bargaining unit hired prior to July 1, 2023 who had previously elected to be paid in twenty-one (21) equal installments will be converted to an hourly basis under option 1 unless they notify the District, prior to August 30, 2023 that they wish to elect to be paid in 26 equal bi-weekly installments under option 2.

F. Mentor Program

There shall be a mentor program established by a committee comprised of the following members from the district and the association:

- One administrator from each of the following: the High school, Middle School and Elementary level,
- One Paraeducator from each of the following: the High School, Middle School and Elementary level
- The CEAA President or their designee
- The committee shall be overseen by the Curriculum Coordinator or their designee.

The committee shall hold their first meeting no later than September 29, 2023 and will provide recommended guidelines to the Superintendent no later than December 22, 2023 for discussion and approval by January 31, 2024.

The district will post for mentor applications by May 15 of each school year, as needed, each year. PA or IA applying to serve as mentors shall satisfy the following criteria as determined by the committee.

A stipend of \$1,000.00 per year, divided into two equal payments in January and June, will be paid to each appointed mentor. Mentoring will be provided to all new Paraeducators who are new to the district, if a sufficient number of mentors are

available. Mentor guidelines as agreed to by the parties will be maintained by the Superintendent or their designee and provided to mentors as appointed.

Mentors will be given up to 3 hours per week during the school day, to meet with their mentee. All hours will be recorded on a timeslip or log and can be used as professional development for both parties.

The Building Principal or his/her designee may remove a PA or IA from the role of mentor for just cause. In a case where a mentor is removed or resigns from their role prior to full completion of all required activities, the mentor will be compensated in a pro-rated fashion.

It is understood that the role of "mentor" does not constitute a separate position within the certified bargaining unit, but is an added responsibility for appointed bargaining unit members which is compensated at the agreed-upon rate of pay established in this article.

**XVI. INSURANCE**

**A. Health Insurance**

**1. Choice of Benefits**

- a. The District will offer eligible bargaining unit members enrollment in a SchoolCare Yellow Open Access with Choice Fund or Orange Plan. Employees will be eligible to enroll sixty (60) days from their date of hire. Coverage will become effective on the first day of the following month.
- b. The District and bargaining unit members will contribute toward the cost of bargaining unit members' elected benefit plan at the rates set out in section (2) below. The annual cost of the medical benefits plans shall be provided on or before June 1 of each year.

**2. Annual Contributions**

The District will provide a single membership in the SchoolCare (Yellow Open Access with Choice Fund or Orange Plan with the negotiated contribution set out below to Assistants who are scheduled to work at least 30 hours per week. Employees who are scheduled to work at least 25 hours per week and were enrolled in a District health insurance plan as of June 30, 2009, will be allowed to remain in the District health insurance plan under the same terms and negotiated contributions as



Assistants who are scheduled to work at least 30 hours per week. Employees who are eligible for health insurance coverage may elect to enroll in a two-person or family plan, but the employee will be responsible for paying the additional premium costs for such coverage.

The District and the bargaining unit member will contribute the following amounts toward the annual cost of a single membership in medical benefits for bargaining unit members who elect to enroll in the SchoolCare Yellow Open Access with Choice Fund or Orange plan:

- a. Effective July 1, 2023, for those who were enrolled in a District health insurance plan as of June 30, 2015, the District will contribute 95% and the bargaining unit member will contribute 5% of the annual cost of a single membership in the SchoolCare (Yellow Open Access with Choice Fund) plan.
  - b. Effective July 1, 2023, for those who were either eligible to enroll but were not enrolled in a District health insurance plan as of June 30, 2015, or for those who were hired on or after July 1, 2015, the District will contribute 85% and the bargaining unit member will contribute 15% of the annual cost of a single membership in the SchoolCare (Yellow Open Access with Choice Fund) plan.
  - c. Effective July 1, 2023, for those who are eligible to enroll in a District health insurance plan, the District will contribute 95% and the bargaining unit member will contribute 5% of the annual cost of a single membership in the SchoolCare Orange Plan.
3. The annual payment will be provided through payroll deduction. The District shall file with the Internal Revenue Service to qualify these medical benefit contributions as pre-tax deductions pursuant to Section 125 of the Internal Revenue Code. As early as possible, the District will file to qualify all other allowable benefit contributions as pre-tax deductions pursuant to Section 125 of the Internal Revenue Code. Said contributions shall be equally divided among 20 pay periods.

Health and dental benefits will continue in summer (July and August), unless an Assistant is terminated with just cause.

**B. Retiree Health Insurance**

Retirees shall be permitted to remain on their elected health insurance plan (either an HMO or OAPIN – the Point of Service (POS) plan is no longer available) or will be provided access to the District's health insurance plan, as it exists for bargaining unit members. Retirees who transition to the SchoolCare (Yellow Open Access with Choice Fund) from their existing plan will not be permitted to return to their prior plan. For those retirees who are enrolled in health insurance at the date of their retirement, the District will contribute 30% of the cost of a single membership in the retiree's chosen health insurance plan, with the retiree paying the remaining cost. For those Assistants who retire with fifteen (15) or more years of continuous service to the District immediately before retirement, the District will contribute 65% of the cost of a single membership in the retiree's chosen health insurance plan, with the retiree paying the remaining cost. This benefit is not available to those who are hired on or after July 1, 2018.

For the purposes of this section of the contract, a retiree shall be defined as an employee who is at least fifty-five (55) and has at least ten (10) or more continuous years of service in the bargaining unit immediately before retirement. This benefit is available for a maximum of 10 years or when the employee becomes eligible for Medicare, whichever comes first.

**C. Dental Insurance**

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

**D. Disability**

The District will purchase long-term disability and accident insurance coverage on all Association members who work thirty (30) hours per week or more.

Disability coverage will provide 66-2/3% of basic monthly earnings, subject to the terms of the District's policy. See Appendix D.

E. **Liability**

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

F. **Worker's Compensation**

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

G. **Personal Property Insurance**

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

H. **Life Insurance**

The District will purchase \$35,000 of term life insurance for each employee scheduled to work a minimum of 17½ hours per week during each year of the Agreement. The amount of life and accidental death and dismemberment insurance reduces to 67% at age 70 and to 50% at age 75. The life and accidental death and dismemberment insurance coverage cancels at the time of separation from employment with the District. The employee shall designate the beneficiary of this insurance.

I. **Tax Sheltered Annuity Participation**

The District agrees to purchase annuities for employees in accordance with provisions of Section 403(b) of the Internal Revenue Code of 1954, as amended from time to time. Such purchase shall be made pursuant to written application

from the employee requesting an agreement with the District. Said agreement inter-alia will provide for reduced payments to the employee from his/her wage. The Director of Human Resources is authorized to approve such agreements on behalf of the District and to establish the amount of the reduction which will, in turn, be remitted to an annuity program selected by the employee. The program will be for a non-forfeitable annuity account maintained under contracts qualifying under Section 403(b) and issued by such District-approved investment providers as the employee may select. The District will provide to any employee, upon request, a list of all participating investment providers.

**XVII. PHYSICAL EXAMINATIONS**

Physical examinations may be required by the District after a conditional offer of employment has been extended to an applicant and thereafter. An offer of employment is conditional upon the results of the physical examination. The District will be responsible for the cost of any physical examination or medical procedure it requires, including a tuberculin skin test.

**XVIII. PROFESSIONAL IMPROVEMENT**

- A. If a Principal/Supervisor assigns training for an Assistant, the Assistant will be paid at his/her regular hourly rate for the time he/she is attending training. This, however, does not apply during non-school time when Assistants are attending courses or doing homework.
  
- B. **Course and Workshop Reimbursement**
  - 1. The District agrees to pay for courses and workshops which are work related and approved by an Assistant's supervisor up to the amount of nineteen thousand dollars (\$19,000) during each contract years for the CEAA unit. Approval will not be arbitrarily denied by a supervisor. Payment for each course or workshop shall be made to the institution on the employee's behalf at the time of enrollment. The employee must provide the District a) satisfactory documentation from the institution to include course/workshop name, dates of enrollment, and associated costs to attend and b) a completed '*Authorization For Voluntary Payroll Deduction*' form (See Appendix I). In the event the employee does not attend the course or workshop or fails to receive a passing grade, the tuition or fees paid at the time of enrollment shall be deducted in equal

installments from the employee's remaining paychecks. Satisfactory proof of course or workshop completion is required and shall be submitted to the HR Dept. within 30 days of completion of the course or workshop. The administration of the reimbursement provision will be jointly managed by the District's Professional Staff Development Director or Superintendent's designee and a CEAA Representative.

2. The maximum amount of reimbursement will be at the actual credit hour costs at University of New Hampshire part-time undergraduate rate or six hundred twenty-five dollars (\$625) per credit, whichever is greater. An individual is limited to reimbursement for six (6) credit hours in a fiscal year.
- C. **Staff Development** - In addition to the current practice whereby employees may receive approval to attend in-service activities during a work day, an Assistant may attend any relevant workshops and in-service activities during a non-work day and receive compensatory time off with the prior, written approval of the appropriate Administrator. It is understood that such approval will not extend the length of the Assistant's individual contract.
  - D. Upon approval of the immediate supervisor, reviewable by the Superintendent, employees shall be granted up to three (3) days with pay to participate in activities which promote professional improvement. Such days shall not be arbitrarily denied.
  - E. With regard to workshops which are required by the District, employees are eligible for conference and travel funds which may be expended subject to the discretion of Building Principals and Administrators, if any are available for expenditure.

An employee may request of his/her supervisor the opportunity to attend work related workshops, which requests shall not be unreasonably denied. If the District requests that the employee attend a work-related workshop, the employee shall not be required to expend his/her own funds for registration costs relating to said workshops.

- F. Any employee who previously completed fifty (50) hours of administratively approved work-related staff development hours between September 1, 1999 and May 1, 2023 will continue to receive an additional \$.25 per hour up to a cap of \$1.75 per hour. Staff development hours completed after May 1, 2023 will not be eligible for any additional compensation.
  
- G. The District will contribute funds in the amount of twenty thousand dollars (\$20,000) during each contract year to sponsor District-wide initiatives that will provide work-related staff development hours for Assistants. Said initiatives may be in the form of workshops, seminars or classes, and shall be planned by a collaborative committee consisting of up to five (5) Association members who shall be selected by CEAA and up to four (4) persons selected by the District. Of the five (5) Association members on the committee, one employee shall be selected by CEAA from each of the following areas where possible: elementary, middle school, high school, special needs, and technology/media.

**XIX. GRIEVANCE PROCEDURE**

**A. Definition**

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

**B. Procedures**

- 1. An employee with a grievance shall first submit it in writing to his/her Principal within thirty (30) school days of the date he/she knew or should have known of the grievance. The Principal shall meet with the employee within five (5) working days after receiving the written grievance.

2. If the aggrieved person is not satisfied with the disposition of the grievance by the Principal, or if no decision has been rendered within five (5) working days after the first meeting, the written grievance may be filed with the Superintendent or designee. The Superintendent or designee shall meet with the employee within five (5) working days after receiving the written grievance and shall communicate his/her decision in writing to the aggrieved person and the Association within five (5) working days after the meeting.
  
3. If the employee is not satisfied with the disposition of the grievance by the Superintendent or designee, the employee shall notify the Association within five (5) workdays after receipt of the Superintendent's or designee's decision. The Association may then file the grievance in writing with the School Board Communications Committee (SBCC) within ten (10) school days. A meeting between the Grievance Committee and the SBCC to examine the facts of the grievance shall be held within fifteen (15) days after receiving the written grievance. The SBCC will render a written decision within fifteen (15) school days after such meeting.
  
4. If the Association is not satisfied with the disposition of the grievance by the SBCC and determines that the matter should be arbitrated, it shall advise the Superintendent in writing within ten (10) working days of receipt of the employee's request. If the parties fail to agree upon an arbitrator within fourteen (14) days after the employee has requested arbitration, then either party may apply to the American Arbitration Association for designation of an arbitrator. The arbitrator shall proceed forthwith to make a final and binding disposition of the grievance by such means and methods as he may determine to be necessary. The arbitrator has no authority to alter, change, or modify any provision of this Agreement.

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

The cost of arbitration, including the arbitrator's fees and reasonable expenses, shall be borne equally, subject to the agreement of both parties.

5. a. No reprisals of any kind will be taken by the District or the Association against any party of interest or other participant in the grievance procedure.
  - b. Any party of interest may be represented by counsel or by a representative selected by the Association. The Association may appear and be heard at any stage of the grievance procedure.
6. A grievance involving a group of employees from different buildings or departments may be submitted in writing by the Association directly to the Superintendent or designee.

**XX. DISCRIMINATION**

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


**XXI. MISCELLANEOUS**

The provisions of the Agreement are severable, and if any provision is found to be unlawful by any court of competent jurisdiction for any reason, it shall not affect the validity or enforceability of the remaining provisions of the Agreement.



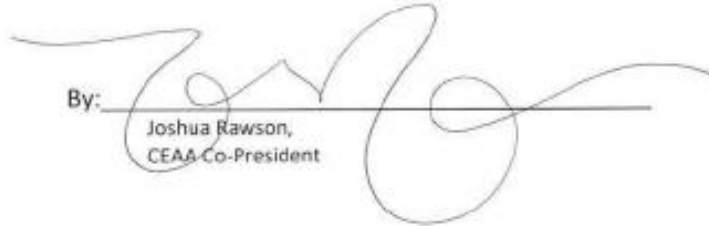
**CONCORD SCHOOL DISTRICT**

Date: 9/18/2023

By:   
James Richards  
School Board President

**CONCORD EDUCATIONAL  
ASSISTANTS ASSOCIATION**

Date: 9/15/23

By:   
Joshua Rawson,  
CEAA Co-President

Date: 9-15-23

By:   
Matthew Loughery,  
CEAA Co-President

**APPENDIX A**

**ASSISTANT WAGE SCALE**

<b>2023-2024</b>			
STEP	IA	LNA	PA
1	17.14	18.89	19.29
2	17.66	19.41	19.86
3	18.16	19.91	20.44
4	18.68	20.43	21.02
5	19.20	20.95	21.60
6	19.71	21.46	22.18
7	20.22	21.97	22.76
8	20.74	22.49	23.34
9	21.25	23.00	23.92
10	21.77	23.52	24.50
11	22.28	24.03	25.08

<b>2024-2025</b>			
STEP	IA	LNA	PA
1	17.78	19.53	20.01
2	18.32	20.07	20.60
3	18.84	20.59	21.21
4	19.38	21.13	21.81
5	19.92	21.67	22.41
6	20.45	22.20	23.01
7	20.98	22.73	23.61
8	21.52	23.27	24.22
9	22.05	23.80	24.82
10	22.59	24.34	25.42
11	23.12	24.87	26.02

**Retention Bonus**

Bargaining unit members will be paid a one-time retention bonus in the gross amount of \$215. Bonuses will be paid in a single lump sum in the first payroll of December 2023. Only employees employed as of the date of the payment will be eligible for the retention bonus.

## Appendix B

### SCHOOLCARE (YELLOW OPEN ACCESS WITH CHOICE FUND) HEALTH INSURANCE (Page 1)

## SCHOOLCARE Yellow Open Access

### SUMMARY OF BENEFITS

Benefits outlined below are intended as a general summary and are covered only when using a CIGNA Open Access Plus Network 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. The plan year is defined from July 1

BENEFITS	YELLOW OPEN ACCESS (In-Network Benefits Only)
<b>DEDUCTIBLES, MAXIMUMS*</b> Plan Year Deductible Coinsurance Out-of-Pocket Maximum/Plan Year Maximum Lifetime Benefit *All family members contribute towards family deductible/out-of-pocket max.	Individual: \$1,250; Family: \$2,500 Medical 20%; Pharmacy 10% (\$75 cap per prescription) Individual: \$2,000; Family: \$4,000 Unlimited
<b>EMPLOYER FUNDING</b> Optional subject to collective bargaining or governance policy, the employer may contribute up to 50% of the out-of-pocket maximum through an HRA, FSA or other legally permissible method.	Individual: \$1,000; Family: \$2,000 <b>This is the maximum amount allowed annually under SCHOOLCARE policy.</b>
<b>PREVENTIVE CARE</b> <i>(Includes Naturopath Services, Routine Laboratory &amp; Diagnostic Testing)</i> Routine Physical Examination (Physician's Office or Virtual Care) Additional services such as urinalysis, EKG and other laboratory tests when billed as part of preventive care visit Routine Immunizations Mammogram, PAP and PSA Tests Routine Eye Exam (one every 12 months for all ages) Discounts Available for Eyewear Routine Hearing Exam	\$0 \$0 \$0 \$0 \$0 \$0
<b>OTHER PHYSICIAN SERVICES</b> <i>(Includes Naturopath Services)</i> Office Visits and/or Office Surgery Maternity Care Virtual Care Visit <i>(see details on myCigna.com)</i>	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
<b>OUTPATIENT DIAGNOSTIC TESTING</b> Radiology and Laboratory Services (Prior authorization required for some tests)	Deductible, then 20% to the Out of Pocket Maximum
<b>HOSPITAL CARE</b> Inpatient Services including Newborn Care Same Day or Outpatient Surgery Physician Visits and Services Surgeon, Radiologist, Pathologist and Anesthesiologist Services Operating Room Lab and Radiology Services, including Advanced Radiological Imaging as well as Medical Specialty Drugs	Deductible, then 20% to the Out of Pocket Maximum  (Inpatient admissions and some outpatient procedures require prior authorization)

## Appendix B

### SCHOOLCARE (YELLOW OPEN ACCESS WITH CHOICE FUND) HEALTH INSURANCE (Page 2)

#### SCHOOLCARE Yellow Open Access

BENEFITS	YELLOW OPEN ACCESS (In-Network Benefits Only)
HEARING TESTS <i>(Non-Routine)</i>	Deductible, then 20% to the Out of Pocket Maximum
EMERGENCY & URGENT CARE <i>(Medically Necessary and Worldwide)</i> Hospital Emergency Room Urgent Care Facility (Including MDLive Virtual Care)	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
MENTAL HEALTH/SUBSTANCE USE DISORDER OUTPATIENT (Physician's office or Virtual Care) 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 Cigna Participating Pharmacies Go to <a href="http://Cigna.com/Rx90network">Cigna.com/Rx90network</a> for listing of 90-day network retail pharmacies  Certain Preventive Generic Drugs including contraceptives: \$0 (Prior authorization and step therapy are required for some drugs)	Retail - up to 90-day supply: Deductible, then 10% to the Out of Pocket Maximum‡ Mail Order – up to 90-day supply: Deductible, then 10% to the Out of Pocket Maximum‡ available only through Express Scripts Home Delivery mail order Specialty Drugs: 30-day supply only, filled through Accredo Home Delivery mail order
PHYSICAL, OCCUPATIONAL AND SPEECH THERAPIES OUTPATIENT: short-term rehab, up to 60 days per person/per plan year, includes PT, OT, ST and cardiac rehab (Combined maximum). INPATIENT (Prior authorization required)	Deductible, then 20% to the Out of Pocket Maximum  Deductible, then 20% to the Out of Pocket Maximum
CHIROPRACTIC CARE 20 days per person/per plan year	Deductible, then 20% to the Out of Pocket Maximum
ACUPUNCTURE† <i>(In or Out of Network)</i> 12 days per person/per plan year †Coverage based on Cigna medical guidelines.	Deductible, then 20% to the Out of Pocket Maximum
DURABLE MEDICAL EQUIPMENT	Deductible, then 20% to the Out of Pocket Maximum
EXTERNAL PROSTHETIC APPLIANCES	Deductible, then 20% to the Out of Pocket Maximum
OTHER BENEFITS AMBULANCE <i>(if not a true emergency, services are not covered)</i> BLOOD TRANSFUSIONS GENDER AFFIRMATION SERVICES HOME HEALTH & HOSPICE SERVICES INFERTILITY TREATMENT Go to <a href="http://managed.winfertility.com/schoolcare">managed.winfertility.com/schoolcare</a> ORAL SURGERY <i>(accidents only)</i> REMOVAL OF BONEY IMPACTED WISDOM TEETH SKILLED NURSING CARE <i>(100 days per person/per plan year maximum)</i>	All other covered services subject to plan year deductible and 20% coinsurance to the out-of-pocket maximum for the plan year.
EMPLOYEE ASSISTANCE PROGRAM	Included
<b>GOOD FOR YOU!</b> by SCHOOLCARE WELL-BEING INCENTIVES	Included – up to \$600 <u>each</u> for subscriber and covered spouse

OVER

[www.schoolcare.org](http://www.schoolcare.org)

7/1/23

## Appendix C

### SCHOOLCARE (ORANGE PLAN) HEALTH INSURANCE (Page 1)

## SCHOOLCARE Orange Open Access

### SUMMARY OF BENEFITS

Benefits outlined below are intended as a general summary and are covered only when using a CIGNA Open Access Plus Network 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. The plan year is defined from July 1 through June 30.

BENEFITS	ORANGE OPEN ACCESS (In-Network Benefits Only)
<b>DEDUCTIBLES, MAXIMUMS*</b> Plan Year Deductible Coinsurance Out-of-Pocket Maximum/Plan Year Maximum Lifetime Benefit *All family members contribute towards family deductible/out-of-pocket max.	Individual: \$2,000; Family: \$4,000 Medical 20%; Pharmacy 10% (or \$75 cap per prescription) Individual: \$4,000; Family: \$8,000 (Individual in a Family: \$6,550) Unlimited
<b>EMPLOYER FUNDING</b> Optional subject to collective bargaining or governance policy, the employer may contribute up to 50% of the out-of-pocket maximum through an HSA, HRA, FSA or other legally permissible method.	Individual: \$2,000; Family: \$4,000 <b>This is the maximum amount allowed annually under SCHOOLCARE policy.</b>
<b>PREVENTIVE CARE</b> <i>(Includes Naturopath Services, Routine Laboratory &amp; Diagnostic Testing)</i> Routine Physical Examination (Physician's Office or Virtual Care) Additional services such as urinalysis, EKG and other laboratory tests when billed as part of preventive care visit Routine Immunizations Mammogram, PAP and PSA Tests Routine Eye Exam (one every 12 months for all ages) Discounts Available for Eyewear Routine Hearing Exam	\$0 \$0 \$0 \$0 \$0 \$0
<b>OTHER PHYSICIAN SERVICES</b> <i>(Includes Naturopath Services)</i> Office Visits and/or Office Surgery Maternity Care Virtual Care Visit <i>(see details on myCigna.com)</i>	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
<b>OUTPATIENT DIAGNOSTIC TESTING</b> Radiology and Laboratory Services <i>(Prior authorization required for some tests)</i>	Deductible, then 20% to the Out of Pocket Maximum
<b>HOSPITAL CARE</b> Inpatient Services including Newborn Care Same Day or Outpatient Surgery Physician Visits and Services Surgeon, Radiologist, Pathologist and Anesthesiologist Services Operating Room Lab and Radiology Services, including Advanced Radiological Imaging as well as Medical Specialty Drugs	Deductible, then 20% to the Out of Pocket Maximum  (Inpatient admissions and some outpatient procedures require prior authorization)

## Appendix C

### SCHOOLCARE (ORANGE PLAN) HEALTH INSURANCE (Page 2)

#### SCHOOLCARE **Orange** Open Access

BENEFITS	ORANGE OPEN ACCESS (In-Network Benefits Only)
HEARING TESTS <i>(Non-Routine)</i>	Deductible, then 20% to the Out of Pocket Maximum
EMERGENCY & URGENT CARE <i>(Medically Necessary and Worldwide)</i> Hospital Emergency Room Urgent Care Facility (Including MDLive Virtual Care)	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
MENTAL HEALTH/SUBSTANCE USE DISORDER OUTPATIENT (Physician's office or Virtual Care) 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 Cigna Participating Pharmacies Go to <a href="https://www.cigna.com/Rx90network">Cigna.com/Rx90network</a> for listing of 90-day network retail pharmacies  Certain Preventive Generic Drugs including oral contraceptives (generic): \$0 (Prior authorization and step therapy are required for some drugs)	Retail - up to 90-day supply: Deductible, then 10% to the Out of Pocket Maximum† Mail Order – up to 90-day supply: Deductible, then 10% to the Out of Pocket Maximum† available only through Express Scripts Home Delivery mail order Specialty Drugs: 30-day supply only, filled through Accredo Home Delivery mail order ‡\$75 cap per prescription after deductible
PHYSICAL, OCCUPATIONAL AND SPEECH THERAPIES OUTPATIENT: short-term rehab, up to 60 days per person/per plan year, includes PT, OT, ST and cardiac rehab (Combined maximum). INPATIENT (Prior authorization required)	Deductible, then 20% to the Out of Pocket Maximum  Deductible, then 20% to the Out of Pocket Maximum
CHIROPRACTIC CARE 20 days per person/per plan year	Deductible, then 20% to the Out of Pocket Maximum
ACUPUNCTURE† <i>(In or Out of Network)</i> 12 days per person/per plan year †Coverage based on Cigna medical guidelines.	Deductible, then 20% to the Out of Pocket Maximum
DURABLE MEDICAL EQUIPMENT	Deductible, then 20% to the Out of Pocket Maximum
EXTERNAL PROSTHETIC APPLIANCES	Deductible, then 20% to the Out of Pocket Maximum
OTHER BENEFITS AMBULANCE <i>(if not a true emergency, services are not covered)</i> BLOOD TRANSFUSIONS GENDER AFFIRMATION SERVICES HOME HEALTH & HOSPICE SERVICES INFERTILITY TREATMENT Go to <a href="https://managed.winfertility.com/schoolcare">managed.winfertility.com/schoolcare</a> ORAL SURGERY <i>(accidents only)</i> REMOVAL OF BONEY IMPACTED WISDOM TEETH SKILLED NURSING CARE <i>(100 days per person/per plan year maximum)</i>	All other covered services subject to plan year deductible and 20% coinsurance to the out-of-pocket maximum for the plan year.
EMPLOYEE ASSISTANCE PROGRAM	Included
<b>GOOD FOR YOU!</b> by SCHOOLCARE WELL-BEING INCENTIVES	Included – up to \$600 <u>each</u> for subscriber and covered spouse

OVER

[www.schoolcare.org](http://www.schoolcare.org)

7/1/23

## Appendix D - DENTAL INSURANCE

**SAU #08 Concord SD**  
**Group Number: 0146**

### Outline of Coverage Delta Dental PPO plus Premier Network



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)
<p><b>DIAGNOSTIC:</b>  Evaluations twice in a 12-month period; this includes periodic, limited, problem-focused, and comprehensive evaluations.</p> <p>X-rays (complete series or panoramic film) once in a 5-year period</p> <p>Bitewing x-rays once in a 12-month period</p> <p>X-rays of individual teeth as necessary</p> <p>Brush biopsy once in a 12-month period</p> <p><b>PREVENTIVE:</b>  Two cleanings in a 12-month period</p> <p>Fluoride once in a 12-month period to age 19</p> <p>Space maintainers to age 16</p> <p>Sealant application to permanent molars, once in a 3-year period per tooth, for children to age 19</p>	<p><b>RESTORATIVE:</b>  Amalgam (silver) fillings;  Composite (white) fillings (on anterior and posterior teeth)</p> <p><b>ORAL SURGERY:</b>  Surgical and routine extractions</p> <p><b>ENDODONTICS:</b>  Root canal therapy</p> <p><b>PERIODONTICS:</b>  Periodontal maintenance (cleaning)</p> <p><i>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.</i></p> <p>Treatment of gum disease</p> <p>Clinical crown lengthening once per tooth per lifetime</p> <p><b>DENTURE REPAIR:</b>  Repair of a removable denture to its original condition</p> <p><b>EMERGENCY PALLIATIVE TREATMENT</b></p>	<p><b>PROSTHODONTICS:</b>  Removable and fixed partial dentures (bridge); complete dentures</p> <p>Rebase and reline (dentures)</p> <p>Crowns</p> <p>Onlays</p> <p>Implants</p>
Delta Dental Pays: 100%	Delta Dental Pays: 100%	Delta Dental Pays: 50%
<b>Contract Year Maximum: \$1000 per Person beginning each July 1st</b> Health through Oral Wellness® program included (please see reverse for details)		

Rev. 2/10/2017

## Appendix E

### DISABILITY INCOME SUMMARY

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



**Appendix F**

**CEAA EVALUATION FORM**

Name: \_\_\_\_\_ School: \_\_\_\_\_

Classification: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor (if assigned): \_\_\_\_\_

Administrator: \_\_\_\_\_

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

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

Performance Factors/Criteria:	Commendable	Proficient	Needs Improvement	Unsatisfactory
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**Commitment to Standards and Quality:**  
 Demonstrates accuracy and quality work

**Judgment:**  
 Demonstrates decision-making and problem-solving;  
 common sense and logical decisions

Shows initiative and good work ethic

Uses good judgment working with students

**Professional Demeanor and Integrity:**  
 Works effectively with students, staff, parents, and  
 other adults

Flexible/adaptable - adjusts to changing work  
 requirements

Willing to implement new methods and ideas

Complies with rules, regulations and District policies

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Responds appropriately to supervision

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<b>Performance Factors/Criteria:</b>	<b>Commendable</b>	<b>Proficient</b>	<b>Needs Improvement</b>	<b>Unsatisfactory</b>

**Delivery of Instruction:**

Supervises students in a positive manner

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Implements instructional procedures and techniques with accuracy and quality

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**Attendance and Punctuality:**

Reliable, dependable, punctual

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<b>Evaluator's Comments*:</b>

*\*NOTE: Comments by the evaluator/s are encouraged on any item. A comment is **REQUIRED** on any item checked 'Needs Improvement' or 'Unsatisfactory'. (Please use other side of this sheet if more room is needed).*

<b>Employee's Self-Evaluation/Comments (optional):</b>

\_\_\_\_\_  
Administrator/Supervisor Signature (If Applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**NOTE TO EMPLOYEE:** *Signing this evaluation does not necessarily mean you agree with the content or assessment of the evaluator. Your signature indicates this evaluation was reviewed with you. You may add additional comments on the other side of this sheet.*

## Appendix G Dues Authorization/Membership



Membership Year \_\_\_\_\_



Name: \_\_\_\_\_ Gender: \_\_\_\_\_

First M.I. Last  
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](http://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) ***		
<b>Total Annual Dues Obligation</b>		

<i>NEA-New Hampshire Payment Authorization Form Must Be Completed and Accompany Membership Form if Paying by EFT or CC</i>	
Payment	Method
(EasyPay) EFT	<input checked="" type="checkbox"/> 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	<input type="checkbox"/> Dues paid in full upon enrollment. (One annual payment)
MC/VISA	<input type="checkbox"/> Dues paid in full upon enrollment using the NEA-NH website or by Credit Card Authorization form. (One annual payment)
Payroll Deduction	<input type="checkbox"/> 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 H**

**AUTHORIZATION FOR VOLUNTARY PAYROLL DEDUCTION**  
(Allowed under RSA 275:48 I and Lab 803.03 ( c ))

I, \_\_\_\_\_, hereby authorize  
(Employee Name)

\_\_\_\_\_ to deduct from my wages the sum  
(Employer)

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

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

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

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

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

\_\_\_\_\_  
(Employee's Signature)

\_\_\_\_\_  
(Date Signed)

**ATTACHMENT I**  
**CEAA Notice of Deficiency**

Name: \_\_\_\_\_ School: \_\_\_\_\_

Classification: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor (if assigned): \_\_\_\_\_

Administrator: \_\_\_\_\_

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

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

Performance Factors/Criteria:	Commendable	Proficient	Needs Improvement	Unsatisfactory
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**Commitment to Standards and Quality:**  
Demonstrates accuracy and quality work

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**Judgment:**  
Demonstrates decision-making and problem-solving;  
common sense and logical decisions

--	--	--	--

Shows initiative and good work ethic

--	--	--	--

Uses good judgment working with students

--	--	--	--

**Professional Demeanor and Integrity:**  
Works effectively with students, staff, parents, and other adults

--	--	--	--

Flexible/adaptable - adjusts to changing work requirements

--	--	--	--

Willing to implement new methods and ideas

--	--	--	--

Complies with rules, regulations and District policies

--	--	--	--

Responds appropriately to supervision

--	--	--	--

<b>Performance Factors/Criteria:</b>	<b>Commendable</b>	<b>Proficient</b>	<b>Needs Improvement</b>	<b>Unsatisfactory</b>

**Delivery of Instruction:**

Supervises students in a positive manner

--	--	--	--

Implements instructional procedures and techniques with accuracy and quality

--	--	--	--

**Attendance and Punctuality:**

Reliable, dependable, punctual

--	--	--	--

Number of Absences: \_\_\_\_\_ (Note period of time)

<b>Evaluator's Comments*:</b>

**\*NOTE: Comments by the evaluator/s are encouraged on any item. A comment is REQUIRED on any item checked 'Needs Improvement' or 'Unsatisfactory'. (Please use other side of this sheet if more room is needed).**

<b>Employee's Self-Evaluation/Comments (optional):</b>

\_\_\_\_\_  
Administrator/Supervisor Signature (If Applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grievance Advisor's Signature

\_\_\_\_\_  
Date

**NOTE TO EMPLOYEE: Signing this Notice of Deficiency does not necessarily mean you agree with the content or assessment of the evaluator. Your signature indicates this evaluation was reviewed with you. You may add additional comments on the other side of this sheet.**

