

MASTER AGREEMENT

Concord School District

and

Concord Instructional Tutors/NEA-NH

September 1, 2022 – August 31, 2025

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**CONTRACT
BETWEEN
CONCORD SCHOOL DISTRICT
AND
CONCORD INSTRUCTIONAL TUTORS NEA-NH
SEPTEMBER 1, 2022 – AUGUST 31, 2025**

This Agreement, made and entered into between the Concord School District (the District) and the Concord Instructional Tutors/NEA-NH (the "Association" or "CIT") shall be in force for the years beginning September 1, 2022, 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 (NH-PELRB) pursuant to RSA 273-A, as the exclusive representative of the bargaining unit.

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.) **CIT Representative** – means Concord Instructional Tutor Association Representative
- 3.) **New Position** -- When new positions are created which have duties similar to those performed by Tutors, the District agrees to meet with the Association, in negotiations, for the purpose of recognizing such new positions in the CIT bargaining unit.
- 4.) **Temporary Employee** – includes all personnel hired by the District on a temporary basis for a period of no more than six (6) months. The District reserves the right to hire temporary employees for no more than six (6) months 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 as a temporary employee (except those hired via an outside agency), 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 CIT to fill any vacant position will be given a sixty (60) calendar 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. If a newly hired employee successfully completes the probationary period, the anniversary date for the employee for purposes of determining eligibility for benefits, including health insurance, shall be the date the employee was originally 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 the bargaining unit, 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 bargaining unit members, 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 fifteen (15) hours to be used by bargaining unit members 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 bargaining unit members, union dues for the Concord Instructional Tutors NEA-NH, as said bargaining unit members individually and voluntarily authorize the District to deduct and to transmit the monies promptly to such Association or Associations. Tutors' authorization will be in writing in the form set forth in **Appendix E**. It is required that members submit to the District Payroll Department this form on an annual basis, prior to November 1st.
- B. The Association will certify to the District, in writing, the current rate of its Association membership dues. If the Association changes the rate of its membership dues it will give the District thirty (30) days written notice prior to September 1 of the year of such change.
- C. Deductions referred to in Section A above will begin within thirty (30) days of the District's receipt of authorization from the bargaining unit member.
- D. The Association will provide the District with a list of those bargaining unit members who have voluntarily authorized the District to deduct Association dues along with copies of their signed authorizations permitting the deduction. Any bargaining unit member 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 in writing sixty (60) days prior to the beginning of the school year.
- E. 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.

- F. Deductions referred to in Section 1 above will begin on the first payday of each school year. The District will not 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 bargaining unit members' rights as a citizen or resident of the United States of America.
- B. Bargaining unit members who are lawfully subpoenaed or requested to serve on jury duty will receive their regular pay from the District. A bargaining unit member who receives compensation for jury duty, or as a result of such subpoena, will remit such compensation to the District.

VI. EMPLOYMENT

- A. A bargaining unit member will not be expected to work beyond the number of hours agreed to in his/her individual contract with the District. However, if any bargaining unit member and Principal/Supervisor mutually agree to additional hours of work, such hours will be 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. Upon request, bargaining unit members 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 as early as possible to bargaining unit members for the forthcoming school year. Except in unusual circumstances, contracts for known positions will be issued no later than August 15th.
- D. Bargaining unit members may be assigned other related duties beyond those contained in their job description by their Supervisor. (See Paragraph G below)
- E. Should a bargaining unit member be temporarily assigned to duties compensated at a rate lower than those contracted for, such bargaining unit member shall not be reduced in pay but shall continue at their current higher rate of pay.
- F. Bargaining unit members who are regularly scheduled to work more than five (5) hours per day, will be guaranteed one uninterrupted half (1/2) hour duty-free lunch break period without pay. The District agrees to abide by the Fair Labor Standards Act as it pertains to part-time employee lunch breaks.
- G. Bargaining unit members may only be assigned to substitute for other employees outside of the bargaining unit after every reasonable effort has been exhausted to find alternate substitute coverage.

In the event that a bargaining unit member is assigned to substitute for a teacher, the bargaining unit member shall be compensated **in the amount of \$30/day** in addition to the employee's regular wages.

- H. Each bargaining unit member will have his/her Supervisor(s) designated.
- I. The District will pay all bargaining unit members up to a maximum of five (5) hours at their regular rate of pay to attend opening day (the day prior to students reporting). In no case, will a bargaining unit member receive more than their contractual hours per day unless approved by their Supervisor.
- J. For employees hired after September 1, 2023, the District may give preference to candidates holding a 4-year degree or teacher certification.

Employees hired prior to September 1, 2023 and new employees hired without the 4-year degree or teacher certification shall not be required to obtain those credentials in order to maintain their employment.

VII. FAIR TREATMENT

- A. **Notification of Deficiencies**

The Administrator shall promptly notify a Tutor 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 Tutor shall be promptly forwarded to the Association. ***(See Appendix H - CIT Notice of Deficiency)***
- B. **Right to Representation**

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

No Tutor 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 Tutor and the Association.

Any complaint regarding a Tutor 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 Tutor shall have the opportunity to review any complaint placed in the file. The Tutor 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**

Bargaining unit members 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. Bargaining unit members shall be entitled to have representatives of the Association accompany them during such review.

VIII. VACANCIES, TRANSFERS (Voluntary), and REASSIGNMENTS

A. Notices of Vacancies

1. Notices of vacancies for bargaining unit member positions will be posted for ten (10) calendar days 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

1. When the District seeks to fill a bargaining unit member vacancy, volunteers District-wide will be interviewed and evaluated first, provided they make application within ten (10) calendar days of the posting date.
2. The District shall award the position to the most senior qualified applicant within the bargaining unit. If there are no qualified applicants from within the bargaining unit, the position shall be awarded to the most qualified applicant for the position among the pool of qualified internal and external candidates.

C. Voluntary Change In Assignment

1. Bargaining unit members 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 bargaining unit member 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 a bargaining unit member vacancy, internal applicants District-wide shall be interviewed and evaluated first.
3. If all reasonable attempts by the Administration to assign a bargaining unit member to a building by August 15th fail, the Administration may issue contracts without such information. However, the District will make every attempt to issue contracts by August 15th.
4. The President of the CIT will be notified of the number and names of the individuals involved when issuing such contracts. Bargaining unit members so affected will be notified of their placement prior to the beginning of the school year.

D. **Reassignments**

Reassignments may be made with prior consultation with the bargaining unit member and every effort will be made to consider the wishes of the bargaining unit member in light of the needs of the District.

E. **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 bargaining unit members employed by the Concord School District.

IX. **TRAVEL ALLOWANCE**

Bargaining unit members may not be required by the District to use their personal cars for District business. If bargaining unit members are requested to use their cars and agree to do so, such bargaining unit members will be reimbursed for the use of their cars at the current school district travel reimbursement rate.

X. **LAYOFF PROCEDURE**

When a bargaining unit member position is eliminated, based on a reduction in student enrollment, a decrease in course enrollment, a reduction in funding, a discontinuance in a particular service, or a reorganization of staff, the District shall layoff the bargaining unit member(s) with the fewest total years of service in the bargaining unit. Years of service in the bargaining unit will be determined by the equivalent number of full-time years worked (Example: two years of half-time equals one year at full-time). If there is a tie, the date of formal election within the bargaining unit shall be the determining factor; if a tie still exists, the date and time the individual contract was signed will be the determining factor.

XI. **LEAVES OF ABSENCE**

A. **Emergency Leave**

Bargaining unit members shall be entitled to up to two (2) emergency days per school year. For the purpose of this provision, an emergency shall be defined as an unplanned, unforeseen event.

A bargaining unit member 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 absence did not actually exist, the District shall conditionally grant the paid day request but will notify the bargaining unit member that a challenge to the requested emergency day will be made utilizing the grievance procedure to recoup payment for the day and justify any disciplinary action imposed.

B. **Bereavement Leave**

Bargaining unit members who are regularly scheduled to work thirty (30) or more hours per week shall be entitled to time off with pay for the purpose of attending funerals for members of their immediate family up to three (3) days for each occurrence. Immediate family shall be defined as: spouse, mother/father, brother/sister, child, grandparents, grandchildren, step: mother/father/brother/sister/child, aunt/uncle, legal guardian, and in-laws: mother/father/brother/sister. Days utilized for immediate family funerals shall

not be deducted from sick leave. Eligible bargaining unit members may utilize up to three (3) sick days per year, if available, to attend funerals outside of the immediate family.

C. **Sick Leave**

All bargaining unit members will receive an accounting of their accumulated sick leave on each paycheck stub.

1. Bargaining unit members who are regularly scheduled to work twenty (20) or more hours per week, shall earn ten (10) days of sick leave per school year, accruable up to a maximum of ninety (90) days.
2. Bargaining unit members who are regularly scheduled to work less than twenty (20) hours per week, shall earn one (1) non-cumulative sick hour for every hour worked per week. For example, a bargaining unit member who is regularly scheduled to work five (5) hours per week, shall be granted a total of five (5) hours of sick leave for the year.

D. **Child Rearing Leave**

1. A leave of absence without pay shall be granted to a bargaining unit member for the purpose of childcare. Bargaining unit members 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. A bargaining unit member who takes childcare leave shall be returned to the position formerly held, if available. All rights and accrued benefits shall be reinstated. If FMLA coverage is exhausted, bargaining unit members may contribute the cost of his/her health/dental insurance coverage in order to remain in the group plans while on leave.
3. Should a bargaining unit member 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.

E. **Health Leave**

Leaves of absence for health reasons may be granted in accordance with FMLA regulations.

F. **Military Leave**

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

G. **Personal Leave**

Employees shall be entitled to up to one (1) day/session of personal leave per contract 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.

Employees intending to use their personal day after June 1 must submit their request to use the personal day by June 1 of each contract year or forfeit the ability to take the day. Any unused personal day hours will be paid to the employee at their per diem rate at the conclusion of the school year. Unused personal days are non-cumulative.

H. **Other Leave**

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

A bargaining unit member 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/Temporary Employees**

The District may hire employees, or contract with an outside agency, on a temporary basis for no more than six (6) months in duration for new positions or those not vacated by bargaining unit members. The District may hire employees to replace bargaining unit members who have separated from employment with the District for the duration of the applicable school year, but in no event shall the duration of such assignment be more than six (6) months.

Replacement/temporary employees shall not be considered bargaining unit members and shall not receive benefits during their initial phase of employment.

Replacement/temporary employees who are subsequently hired by the District following the end of their initial assignment shall have their seniority and step placement on the appropriate wage scale based upon their original date of continuous services to the District if they are employed by the District without any break in service at the conclusion of their assignment as a replacement/temporary employee.

XII. WAGE SCHEDULE

- A. The wage schedule of all bargaining unit members covered by this Agreement is set forth in **Appendix A** which is attached hereto and made a part hereof. Initial numerical step placement on the wage scale for school year 2022-2023 will equal the bargaining unit member's step designation as of 2021-2022 plus 1.
- B. All new bargaining unit members will be placed on the appropriate step of the wage schedule in accordance with their experience in the area for which the bargaining unit member is hired. Experience is to be determined by the Assistant Superintendent or the Director of Human Resources, with notification to the Association President.

- C. Bargaining unit members who are regularly scheduled to work more than 17.50 hours per week shall be eligible to advance one step each year until the top step has been reached. Bargaining unit members who are regularly scheduled to work less than 17.50 hours per week, will advance to the next appropriate step after completion of two (2) full school years of service. Step increases will be effective at the beginning of the subsequent school year.
- D. Homebound Tutors are placed on the appropriate Step 1 upon hire, regardless of work experience. Homebound Tutors must wait three (3) full consecutive, and active school years before progressing to the next applicable Step (Tutor or teacher-certified Tutor) and must average at least 50 hours worked in each year.
- E. Employees are responsible for recording their hours of work in the District's timekeeping system.

Equalized Pay:

During the 2022-23 School Year only, employees receive twenty-six (26) equal biweekly pay amounts prorated on their annualized wages.

When an employee's annualized wage is prorated for the purpose of equal biweekly pay installments, it will be done based on the number of contracted days x hours per day x hourly wage and will include paid holidays, and differential premium pay where applicable. Such equalized biweekly installments may be altered in those cases where employees have worked overtime, have served in a temporary position at a different rate of pay, or are on leave without pay.

Employees shall not suffer reduction in equalized biweekly pay installments due to school vacations, early release days, late school start or absences due to conditions where administration has closed schools.

At a minimum, the final paycheck of the year shall include a full reconciliation of pay. That reconciliation could result in a paycheck of less than the equal pay amount to a possible zero balance due the employee.

Beginning with the 2023-24 School Year, bargaining unit members may not elect an Equalized Pay option and will be paid on a biweekly basis for all hours worked during the pay period.

XIII. INSURANCE

A. **Health Insurance**

1. **Choice of Benefits**

- a. The District will provide a single membership in the Yellow Plan of SchoolCare/Cigna Consumer-Driven Health Plan (CDHP) for bargaining unit members who are scheduled to work thirty (30) or more hours per week. **(Appendices B and B¹)**
- b. The District and bargaining unit members will contribute toward the cost of a single plan at the contribution rates set out in sections 2a and 2b below. Said annual contribution from

bargaining unit members shall be paid through payroll deduction. The annual cost of the medical benefits plans shall be provided on or before June 1 of each year.

2. The District will contribute toward the premium cost of a single membership in the Yellow Open Access with the negotiated contribution set out below to bargaining unit members who are scheduled to work at least 30 hours per week.

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 Yellow Open Access plan:

- a. Effective September 1, 2022 the District will contribute 90% and the bargaining unit member will contribute 10% of the annual cost of a single membership.
 - b. Effective September 1, 2022, those who were either eligible to enroll but were not enrolled in a District health insurance plan as of June 30, 2016, or those who were hired on or after July 1, 2016, the District will contribute 85% and the bargaining unit member will contribute 15% of the annual cost of a single membership in the Yellow Open Access plan.
 - c. Effective September 1, 2022, the bargaining unit member may enroll in a 2-person or family plan, however, will pay the difference in premium costs. The District will only contribute toward the cost of a single premium based on the percentage contributions listed within this provision.
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 a bargaining unit member is terminated with just cause.

4. 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 imposition of the so-called "Cadillac tax". 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 15th of each 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 15th and that plan will be implemented on July 1st. The District agrees to continue to contribute the same percentage rate of the yearly premium cost for the single, 2-person or family plans.

5. **Wellness Program**

A wellness program may be offered as an element of medical benefits regardless of the specific plan chosen by the bargaining unit member. Bargaining unit members may participate in the wellness program.

B. **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 bargaining unit members who are regularly scheduled to work thirty (30) or more hours per week. ***(See Appendix C)***

C. **Disability**

The District will purchase long-term disability and accident insurance coverage on all bargaining unit members who work twenty (20) 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)***.

D. **Liability**

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

E. **Worker's Compensation**

The District agrees to purchase Worker's Compensation Insurance at no cost to the bargaining unit member.

F. **Personal Property Insurance**

The District will reimburse a bargaining unit member for non-insured loss and/or damage to personal property used in school-related activities up to \$250 for property per incident. The intent of this payment is to reimburse the bargaining unit member for losses that are not insured or may be within deductibles on insurance carried by the bargaining unit member.

G. **Life Insurance**

The District will purchase \$25,000 of term life insurance for each bargaining unit member scheduled to work a minimum of twenty (20) 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 bargaining unit member shall designate the beneficiary of this insurance.

H. **Tax Sheltered Annuity Participation**

The District agrees to purchase annuities for bargaining unit members 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 bargaining unit member requesting an agreement with the District. Said agreement inter-alia will provide for reduced payments to the bargaining unit member 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 that 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 bargaining unit member, upon request, a list of all participating investment providers.

I. SEPARATION BENEFIT (CAREER LONGEVITY)

After ten (10) years of service in the bargaining unit, bargaining unit members who voluntarily terminate their employment and provide a two-week notice will be paid the following at the time of separation:

| | |
|------------------------|---------|
| 10-15 years of service | \$2,000 |
| 16-20 years of service | \$2,500 |
| 21+ years of service | \$3,000 |

XIV. 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 shall bear the cost of any required pre-employment physical examination.

XV. PROFESSIONAL IMPROVEMENT

A. If a Principal/Supervisor assigns training for a bargaining unit member, the bargaining unit member 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 bargaining unit members are attending courses or doing homework.

B. Course and Workshop Reimbursement/Staff Development

1. The District agrees to pay for courses and workshops which are work related and approved by a bargaining unit member's supervisor up to the amount of \$2,500 for each of the contract years for the CIT unit. Approval will not be arbitrarily denied by a supervisor. Payment for each course or workshop shall be made to the institution on the bargaining unit member's behalf at the time of enrollment. The bargaining unit member 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 F**). In the event the bargaining unit member 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 bargaining

unit member's remaining paychecks. Satisfactory proof of course or workshop completion is required and shall be submitted to the Human Resources Department 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 CIT Representative.

2. The maximum amount of reimbursement will be at the actual credit hour costs at the Concord campus of the New Hampshire Technical Institute. An individual is limited to reimbursement for six (6) credit hours in a fiscal year.
- C. The District may include up to two (2) additional mandatory days for Professional Development to occur within the normal school calendar, reflective in contracts that are issued on or before August 15th of each year. If contracts are issued after August 15th, any additional Professional Development days will be considered optional.
- D. With regard to workshops which are required by the District, the District shall bear the cost of conference and travel expenses for bargaining unit members.

A bargaining unit member 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 bargaining unit member attend a work-related workshop, the bargaining unit member shall not be required to expend his/her own funds for registration costs relating to said workshops.

- E. The District will sponsor District-wide initiatives which will provide work-related staff development hours for bargaining unit members. Said initiatives may be in the form of workshops, seminars or classes, and shall be planned with input by the Association. Upon request by the Association, the parties shall meet within 90 days to set a schedule for meetings to plan Tutor-specific professional development throughout the duration of this Agreement.

XVI. GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" is a claim based upon an event or condition that affects the welfare and/or terms and conditions of employment of a bargaining unit member or group of bargaining unit members 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. A bargaining unit member 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 bargaining unit member 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 bargaining unit member 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 bargaining unit member is not satisfied with the disposition of the grievance by the Superintendent or designee, the bargaining unit member shall notify the Association within five (5) work days after receipt of the Superintendent's or designee's decision. The Association may then file the grievance in writing with the School Board Communications Committee (SBCC) within ten (10) school days. A meeting between the Grievance Committee and the SBCC to examine the facts of the grievance shall be held within fifteen (15) days after receiving the written grievance. The SBCC will render a written decision within fifteen (15) school days after such meeting.
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 bargaining unit member's request. If the parties fail to agree upon an arbitrator within fourteen (14) days after the bargaining unit member has requested arbitration, then either party may apply to the American Arbitration Association for designation of an arbitrator. The arbitrator shall proceed forthwith to make a final and binding disposition of the grievance by such means and methods as he/she may determine to be necessary. The arbitrator 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 (XVI) 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 bargaining unit members from different buildings or departments may be submitted in writing by the Association directly to the Superintendent or designee.

XVII. 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 bargaining unit members, or in the application or administration of this Agreement on the basis of age, gender, gender identity, economic status, sexual orientation, race, color, marital status, disability, domicile, religious creed or national origin.

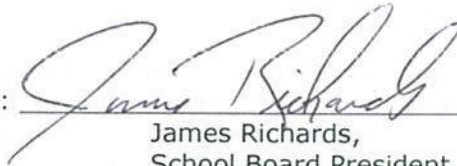
XVIII. MISCELLANEOUS

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: 3-15-2023

By:



James Richards,
School Board President

**CONCORD INSTRUCTIONAL
TUTORS/NEA-NH**

Date: 3-9-23

By:



Jason Faria,
NEA-NH UniServ Director

Appendix A
TUTOR WAGE SCHEDULE

2022-2023

| <u>Step</u> | <u>Tutor</u> | <u>Teacher Certified Tutor</u> |
|-------------|--------------|--------------------------------|
| 1 | \$ 17.57 | \$ 22.66 |
| 2 | \$ 17.92 | \$ 23.25 |
| 3 | \$ 18.27 | \$ 23.82 |
| 4 | \$ 18.62 | \$ 24.41 |
| 5 | \$ 18.97 | \$ 25.00 |
| 6 | \$ 19.33 | \$ 25.57 |
| 7 | \$ 19.68 | \$ 26.15 |
| 8 | \$ 20.03 | \$ 26.73 |
| 9 | \$ 20.38 | \$ 27.31 |

2023-2024

| <u>Step</u> | <u>Tutor</u> |
|-------------|--------------|
| 1 | \$ 23.34 |
| 2 | \$ 23.95 |
| 3 | \$ 24.53 |
| 4 | \$ 25.14 |
| 5 | \$ 25.75 |
| 6 | \$ 26.34 |
| 7 | \$ 26.93 |
| 8 | \$ 27.53 |
| 9 | \$ 28.13 |

2024-2025

| <u>Step</u> | <u>Tutor</u> |
|-------------|--------------|
| 1 | \$ 24.04 |
| 2 | \$ 24.67 |
| 3 | \$ 25.27 |
| 4 | \$ 25.89 |
| 5 | \$ 26.52 |
| 6 | \$ 27.13 |
| 7 | \$ 27.74 |
| 8 | \$ 28.36 |
| 9 | \$ 28.97 |

Appendix B
CDHP (YELLOW OPEN ACCESS) HEALTH INSURANCE

SCHOOLCARE

Open Access

Choice Fund

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.

| | |
|--|--|
| DEDUCTIBLES, MAXIMUMS* Plan Year Deductible Coinsurance Out-of-Pocket Maximum/Plan Year Maximum Lifetime Benefit <i>*All family members contribute towards family deductible/out-of-pocket max.</i> | Individual: \$1,250; Family: \$2,500 Medical 20%; Pharmacy 10% (\$75 cap per prescription) Individual: \$2,000; Family: \$4,000 Unlimited |
| CHOICE FUND (if activated) Embedded Choice Fund (health reimbursement account) pays for eligible out-of-pocket expenses during the plan year. | SCHOOLCARE PAYS Individual: \$1,000; Family: \$2,000 Subscriber must take the online Health Assessment to activate Choice Fund. |
| NET COST AFTER CHOICE FUND (if activated) Out-of-Pocket Cost (including deductible) | PLAN MEMBER PAYS Individual: \$1,000; Family: \$2,000 The Employer may <u>not</u> fund any additional portion of the out-of-pocket costs under SCHOOLCARE policy. |
| PREVENTIVE CARE (Includes Naturopath Services, Routine Laboratory & Diagnostic Testing) Routine Physical Examination Routine Immunizations Well Child Preventive Care Well Woman Preventive Care Adult Preventive Care Additional services such as urinalysis and EKG Routine Eye Exam (one every 12 months for all ages) Discounts Available for Eyewear | \$0 \$0 \$0 \$0 \$0 \$0 \$0 |
| OTHER PHYSICIAN SERVICES (Includes Naturopath Services) Office Visits and/or Office Surgery Maternity Care Telehealth Visit (see details on myCigna.com) | 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 |
| OUTPATIENT DIAGNOSTIC TESTING Radiology and Laboratory Services (Prior authorization required for some tests) | Deductible, then 20% to the Out of Pocket Maximum |
| HOSPITAL CARE Inpatient Services including Newborn Care Same Day or Outpatient Surgery Radiation and Chemotherapy Physician Visits and Services Anesthesiologist Services Operating Room X-ray and Laboratory Services Medications and Supplies | Deductible, then 20% to the Out of Pocket Maximum. (Inpatient admissions and some outpatient procedures require prior authorization) |

OVER

www.schoolcare.org

7/1/22

Appendix B¹

CDHP (YELLOW OPEN ACCESS) HEALTH INSURANCE (continued)

SCHOOLCARE

Open Access

Choice Fund

| | |
|---|--|
| HEARING TESTS | Deductible, then 20% to the Out of Pocket Maximum |
| EMERGENCY & URGENT CARE (<i>Medically Necessary and Worldwide</i>) Hospital Emergency Room Urgent Care Facility | Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum |
| MENTAL HEALTH/SUBSTANCE USE DISORDER OUTPATIENT (Physician's office or Telehealth) 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 Cigna.com/Bx9Network 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 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 HOME HEALTH & HOSPICE SERVICES INFERTILITY TREATMENT Go to managed.winfertility.com/schoolcare 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>) TRANSGENDER SERVICES | 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 |
| GOOD FOR YOU! by SCHOOLCARE WELL-BEING INCENTIVES | Included - up to \$800 for subscriber and \$400 for spouse |

OVER

www.schoolcare.org

7/1/22

Appendix C 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>DIAGNOSTIC 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>PREVENTIVE 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>RESTORATIVE Amalgam (silver) fillings Composite (white) fillings (on anterior and posterior teeth)</p> <p>ORAL SURGERY Surgical and routine extractions</p> <p>ENDODONTICS Root canal therapy</p> <p>PERIODONTICS Periodontal maintenance (cleaning)</p> <p>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.</p> <p>Treatment of gum disease</p> <p>Clinical crown lengthening once per tooth per lifetime</p> <p>DENTURE REPAIR Repair of a removable denture to its original condition</p> <p>EMERGENCY PALLIATIVE TREATMENT</p> | <p>PROSTHODONTICS 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% |
| <p>Contract Year Maximum: \$1000 per Person beginning each July 1st Health through Oral Wellness® program included (please see reverse for details)</p> | | |

Rev. 2/30/2017

Appendix D
Disability Income Summary

1. The District agrees to provide disability income benefits during lifetime to age sixty-five (65) for all bargaining unit members who work thirty (30) hours or more per week commencing at the end of ninety (90) calendar days after the bargaining unit member 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 bargaining unit member 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 bargaining unit member must be under the regular care of a physician, but house confinement will not be required.
3. The disabled bargaining unit member 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 bargaining unit member's gross pay under the contract in effect on the day said bargaining unit member first becomes totally disabled, but not in excess of five thousand dollars (\$5,000) per month.
4. If the disabled bargaining unit member is entitled to other income during a period of disability from:
 - a. Worker's Compensation or other similar legislation and other benefit acts, such as the NH 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 bargaining unit member'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 E Dues/Authorization Membership



2022-2023 Membership Year



Yes, I want to join my colleagues by becoming a member of the _____ (Local Association Name), the NEA-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.

I hereby agree to pay the annual dues established by the three associations in consideration for the services the union provides, and any voluntary PAC contributions. I understand that annual dues are subject to periodic change by the governing bodies of the associations. I authorize on a continuing basis, and regardless of my membership status, the payment of annual dues established by the three associations, and any voluntary PAC contributions, through payroll deduction or other arrangement unless I revoke this authorization in a signed writing sent to NEA-NH, 9 S. Spring St., Concord, NH 03301, via U.S. mail, between August 1 and August 31 of the membership year immediately preceding the membership year for which the authorization is to be canceled.

I understand that this agreement is voluntary and is not a condition of employment and that I have the legal right to refuse to sign this agreement without suffering any reprisal. Member Signature: _____

By providing my cell phone number below, I understand that the National Education Association and its affiliates including NEA-New Hampshire, and the above listed local association, NEA Member Benefits, and NEA360 may use automated calling techniques and/or text message me on my cellular phone on a periodic basis. The National Education Association, NEA-New Hampshire, and the local association will never charge for text message alerts. Carrier message and data rates may apply to such alerts.

Name: _____ Gender: _____
 Ethnicity: _____ Birth Year: _____ Date of Hire: _____
 Mailing Address: _____
 Physical Address: _____
 Primary Phone: Cell/Home _____ Secondary Phone: Cell/Home _____
(Circle One) (Circle One)
 Home Email Address: _____ Local Association Name: _____
 Position: _____ Subject: _____
 Building Name: _____

| Category | Membership Type Code | Annual Amount |
|--|----------------------|---------------|
| NEA Dues | | |
| NEA-NH Dues | | |
| Local Dues | | |
| Total Dues | | |
| NEA-NH Fund (APPLE CORPS FUND, suggested contribution \$25)* | | |
| NEA Fund (FCPL) (suggested contribution \$15)* | | |
| Total Amount (including dues and contributions) | | |

| The NEA-New Hampshire Payment Authorization Form must be completed and accompany the membership form if paying by EFT or CC | | |
|---|-------------------------------------|--|
| Payment | <input checked="" type="checkbox"/> | Method |
| Select a 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) Check made payable to local association. |
| 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 CORPS 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 use best efforts 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.

Member Signature: _____ Date: _____

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

2/2022

Appendix F
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)

**APPENDIX G
TUTOR EVALUATION FORM**

Name: _____ School: _____

Classification: _____ Date: _____

Supervisor (if assigned): _____

Administrator: _____

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

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

| Performance Factors/Criteria: | Commendable | Proficient | Needs Improvement | Unsatisfactory |
|-------------------------------|-------------|------------|-------------------|----------------|
|-------------------------------|-------------|------------|-------------------|----------------|

Commitment to Standards and Quality:
Demonstrates accuracy and quality work

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

Shows initiative and good work ethic

Uses good judgement working with students

Professional Demeanor and Integrity:
Works effectively with 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 | | | | |
| Performance Factors/Criteria: | Commendable | Proficient | Needs Improvement | Unsatisfactory |

| | | | | |
|--|--|--|--|--|
| Delivery of Instruction: | | | | |
| Interacts with students in a positive manner | | | | |
| Provides instructional procedures and techniques with accuracy and quality | | | | |
| Attendance and Punctuality: | | | | |
| Reliable, dependable, punctual | | | | |

| |
|-------------------------------|
| Evaluator's Comments*: |
| |
| |
| |

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).*

| | |
|--|------|
| Employee's Self-Evaluation/Comments (optional): | |
| | |
| | |
| | |
| Administrator/Supervisor Signature (If Applicable) | Date |
| | |
| Employee's Signature | Date |
| <p><i>NOTE TO EMPLOYEE: Signing this evaluation does not necessarily mean you agree with the content or assessment by the evaluator. Your signature only indicates this evaluation was reviewed with you. You may add additional comments on the other side of this sheet.</i></p> <p><i>The parties agree that Tutors shall be evaluated in a fair, open and effective manner. Tutors work in a variety of settings and roles, and each Tutor should have an accurate job description, criteria for evaluation which reflects that description and be evaluated by his/her supervisor based on observation. Any model for evaluation adopted by the District shall detail when evaluations will occur, giving notification of any Tutor deficiencies in a timely manner so that improvement can be made without delay or detriment to the Tutor and students.</i></p> | |

**APPENDIX H
TUTOR NOTICE OF DEFICIENCY FORM**

Name: _____ School: _____

Classification: _____ Date: _____

Supervisor (if assigned): _____

Administrator: _____

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

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

| Performance Factors/Criteria: | Commendable | Proficient | Needs Improvement | Unsatisfactory |
|-------------------------------|-------------|------------|-------------------|----------------|
|-------------------------------|-------------|------------|-------------------|----------------|

Commitment to Standards and Quality:
Demonstrates accuracy and quality work

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

Shows initiative and good work ethic

Uses good judgement working with students

Professional Demeanor and Integrity:
Works effectively with 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 | | | | |
| Performance Factors/Criteria: | Commendable | Proficient | Needs Improvement | Unsatisfactory |

Delivery of Instruction:

Interacts with students in a positive manner

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

Provides instructional procedures and techniques with accuracy and quality

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

Attendance and Punctuality:

Reliable, dependable, punctual

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

| |
|---|
| Evaluator's Comments*: |
|---|

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).*

| | |
|--|------|
| Employee's Self-Evaluation/Comments (optional): | |
| | |
| | |
| | |
| Administrator/Supervisor Signature (If Applicable) | Date |
| | |
| Employee's Signature | Date |
| <p><i>NOTE TO EMPLOYEE: Signing this evaluation does not necessarily mean you agree with the content or assessment by the evaluator. Your signature only indicates this evaluation was reviewed with you. You may add additional comments on the other side of this sheet.</i></p> <p><i>The parties agree that Tutors shall be evaluated in a fair, open and effective manner. Tutors work in a variety of settings and roles, and each Tutor should have an accurate job description, criteria for evaluation which reflects that description and be evaluated by his/her supervisor based on observation. Any model for evaluation adopted by the District shall detail when evaluations will occur, giving notification of any Tutor deficiencies in a timely manner so that improvement can be made without delay or detriment to the Tutor and students.</i></p> | |