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**AGREEMENT**  
**BETWEEN THE**  
**MANCHESTER**  
**BOARD OF SCHOOL COMMITTEE**  
**AND THE**  
**ASSOCIATION of**  
**MANCHESTER PRINCIPALS**  
**Affiliated with Teamsters Local 633 of NH**  
**ON BEHALF OF PRINCIPALS AND**  
**ASSISTANT PRINCIPALS**  
**2013 - 2015**

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1 **PREAMBLE**

2  
3 The Manchester Board of School Committee and the Association of Manchester  
4 Principals affiliated with Teamsters (Local 633) recognize that the development of a  
5 quality educational program for the children attending the public schools of Manchester  
6 is a joint responsibility that can be best achieved by agreement that all parties work  
7 toward common goals. The Manchester Board of School Committee and the  
8 Association enter into this Agreement with mutual dedication, recognizing that the  
9 experience, creativity and judgment of all parties are necessary to reach the  
10 educational needs of the community. The parties agree that this Preamble shall not be  
11 subject to any grievance or arbitration provisions hereinafter set forth.  
12

13 The Manchester Board of School Committee (referred to hereinafter as the "Board")  
14 and the Association of Manchester Principals (referred to hereinafter as the  
15 "Association") agree as follows:  
16

17 **ARTICLE ONE**

18 **RECOGNITION**

19  
20 The Board hereby recognizes the Association as the exclusive bargaining  
21 representative pursuant to provisions of New Hampshire RSA 273-A for all Secondary  
22 School Principals, Assistant Secondary School Principals, Middle School Principals,  
23 Assistant Middle School Principals, Elementary School Principals, and full-time  
24 Elementary School Assistant Principals of the Manchester School District, hereinafter  
25 referred to as "bargaining unit members". Excluded from recognition or coverage under  
26 this Agreement are the Superintendent, Assistant Superintendents, all administrative  
27 personnel, temporary help, attendance officers, social workers, all full-time workers on  
28 general projects and all other job classifications and employees of the Manchester  
29 School District, SAU No. 37. It is specifically agreed by the parties hereto that the  
30 terms of this Agreement shall apply only to those bargaining unit members in the job  
31 classifications set forth in the first sentence of this Article. Unless otherwise indicated,  
32 references to males include females.  
33

34 **ARTICLE TWO**

35 **NEGOTIATIONS PROCEDURE**

36  
37 A. The parties agree, in the interest of good faith effort to reach agreement, to  
38 negotiate on wages, hours and conditions of employment, other than those managerial  
39 policies referred to in RSA 273-A:1,XI, which are the exclusive prerogative of the Board.  
40

41 B. On or before December 1 of the year preceding the expiration date of this  
42 Agreement, either party may notify the other party of its intent to negotiate the terms of  
43 a successor agreement. By February 15 of the year of the expiration date of the  
44 contract, the parties shall meet to begin the collective bargaining process.

1  
2 C. The Board will, upon written request of the Association, within a reasonable period  
3 of time, make available to the Association such information as may be allowed by law,  
4 which is necessary for negotiations and the resolution of grievances.

5  
6 D. Any agreement reached which requires the expenditure of additional public funds  
7 for its implementation shall not be binding upon the Board unless, and until, the  
8 necessary appropriations have been made by the Board of Mayor and Aldermen.

9  
10 E. Disagreements over interpretations and applications of this Article shall be resolved  
11 either by arbitration, the PELRB or a court of competent jurisdiction. Use of one forum  
12 precludes use of the others by the party which makes the initial choice. Either party to  
13 this Agreement may exercise any right of appeal to a forum of competent jurisdiction.

14  
15 **ARTICLE THREE**

16 **STRIKES, SANCTIONS, RESIGNATIONS AND LOCKOUTS**

17  
18 The Board and the Association desire uninterrupted services and, therefore, it is  
19 agreed that during the term of this Agreement hiatus, the Board shall not cause or  
20 sponsor any lockout, and the Association shall not cause, sponsor, encourage or  
21 condone any strikes, sanctions, wholesale resignations, job actions or any curtailment  
22 or interruption of the operations of the Manchester School District. Both parties agree  
23 that they will immediately disavow any such activity. If, at the expiration of the  
24 Agreement, the Board and the Association have not reached agreement on a Master  
25 Agreement for the following school year, the Association may engage in any activity  
26 which is not unlawful in the State of New Hampshire.

27  
28 **ARTICLE FOUR**

29 **MANAGEMENT CLAUSE**

30  
31 The Association agrees that, except as specifically abridged or limited by the  
32 provisions of this Agreement or any agreement that may hereafter be made, all of the  
33 rights, powers and authority of the Board and its agents to manage, direct or supervise  
34 all of the operations of the Manchester School District and its employees in all its  
35 phases and details shall be retained by the Board and its agents and the exercise of  
36 any such right as set forth in this Article shall not be subject to the grievance or  
37 arbitration provisions of this Agreement.

38  
39 The parties agree that neither the Board nor the Superintendent may lawfully  
40 delegate powers, discretions and authority which by law are vested in them.

1 ARTICLE FIVE

2 SALARIES

3  
4 A. For the 2013-2014 work year, employees will receive a 2.17% percent wage  
5 increase in lieu of all other salary increases.

6  
7 For the 2014-2015 work year, and any additional work year covered by this  
8 Agreement, employees will receive a wage increase equal to the c.p.i. tax cap  
9 percentage utilized by the City of Manchester in lieu of all other salary increases.

10  
11 (See 2013-2014 wage schedule attached.)

12  
13 It is agreed that if any other group of District employees receives a salary benefit  
14 during the term of this Agreement, it shall be offered to the members of this bargaining  
15 unit on the same basis as it is given to the other employee group(s) that negotiated a  
16 successor 2013-2015 collective bargaining agreement.

17  
18 B. All bargaining unit members shall be paid in twenty-six (26) equal installments  
19 each fiscal year beginning with the second Thursday in July.

20  
21 C. Bargaining unit members who may be required to use their own automobile in  
22 the performance of their duties shall be reimbursed at the IRS rate for all driving done  
23 by them outside the Manchester City limits. The distance shall be computed by the  
24 Superintendent or the Superintendent's designee.

25  
26 D. A bargaining unit member, who serves in another administrative capacity, for  
27 twenty (20) consecutive days or more, shall receive the base salary for that capacity,  
28 providing that the base salary for that capacity is higher.

29  
30 E. Bargaining unit members, qualifying for a salary adjustment because of the  
31 attainment of additional college credit, shall be paid on the new scale effective July 1<sup>st</sup>  
32 of each year, and will have until that date to submit documentation of completion of  
33 courses. Bargaining unit members, qualifying for a higher scale at the close of the fall  
34 or winter semester, will be paid on that scale effective February 1<sup>st</sup> each year and will  
35 have until that date to submit documentation.

36  
37 F. It is agreed that the Association and the Board will enter into discussions relative  
38 to the concept of compensation based on performance. These discussions will take  
39 place during the 2013-2014 school year between no fewer than three representatives of  
40 the Board and three representatives of the Association. The results of these  
41 discussions shall be reported to the Board and to the Association on or before June 30,  
42 2014.

1 **ARTICLE SIX**

2 **INSURANCE**

3  
4 A. The School District will pay eighty-five (85%) percent of the following District  
5 HSA health plans:

- 6  
7 1. Lumenos Regional High deductible Health Saving Account (HSA)  
8 Plan; or  
9  
10 2. Lumenos National High deductible Health Saving Account (HSA)  
11 Plan.  
12  
13 3. For those employees electing to take either plan specified in  
14 Section 1 above, they shall receive from the School District  
15 annually \$1500 for those on the single plan and \$3000 for those on  
16 the two-person or family plan that shall be deposited into a Health  
17 Savings Account (HSA). Said contributions and funds shall be  
18 governed by the applicable federal law. Half of the School District's  
19 annual contribution amount shall be deposited in the HSA at the  
20 beginning of the plan year with the second half being deposited  
21 over the course of the remaining plan year. Provided however, if  
22 the employee experiences a catastrophic illness during the plan  
23 year that results in the employee incurring medical bills that  
24 exceed the amount of the funds then in the HSA, upon  
25 presentation of an explanation of benefits form, the School District  
26 shall contribute additional funds up to the maximum annual  
27 contribution by the School District.  
28

29 B. The School District will pay eighty percent (80%) of the following District health  
30 plans:

- 31  
32 1. Blue Cross/Blue Shield HMO Access Blue New England (Higher  
33 Copay Plan); or  
34  
35 2. Blue Cross/Blue Shield POS Blue Choice New England (Higher  
36 Copay Plan);  
37

38 Also, the Manchester School District may, in its sole discretion, obtain such insurance  
39 from a different carrier, provided the benefits are comparable with those benefits of the  
40 aforementioned health insurance plan, and provided that such change does not exceed  
41 the amount set forth above. It is further agreed that the Manchester School District may  
42 make available, in addition to Blue Cross Blue Shield Choice Plan, health, health  
43 insurance plans from other vendors, provided that such plans have been approved by  
44 the Association, and participation is voluntary.  
45

1 C. All bargaining unit members shall be covered from the first day of employment,  
2 provided the bargaining unit member has been hired and has completed and returned  
3 to the Administration the application forms for such coverage at least thirty (30) days  
4 prior to the first day of contracted employment. The Administration shall send to all new  
5 employees covered by this contract, immediately upon hiring, all necessary forms for  
6 health insurance coverage.

7  
8 D. The Manchester School District agrees to establish a fund to provide for the  
9 payment of Fifty Thousand Dollars (\$50,000) to the named beneficiary or estate of any  
10 member of the bargaining unit who dies from any cause while employed by the  
11 Manchester School District or who dies within sixty (60) calendar days of separation  
12 from service with the Manchester School District because of paid retirement, disability  
13 retirement or resignation due to health reasons. There shall be no right to the Fifty  
14 Thousand Dollar benefit under this provision beyond the sixty (60) calendar day period  
15 referred to in the preceding sentence. It is agreed by the parties that the Board and/or  
16 the Manchester School District shall have the sole right to determine whether the  
17 Manchester School District will make the payment referred to above from the fund  
18 established by the Manchester School District or contract with an insurance carrier or  
19 another company of the Manchester School District's choosing to provide this benefit.

20  
21 E. It is agreed that if any other group of District employees receive a paid health or  
22 dental benefit during the term of this Agreement, it shall be offered to the members of  
23 this bargaining unit on the same basis as it is given to the other employee group(s) that  
24 negotiated successor 2013-2015 collective bargaining agreements.

25  
26 The Board agrees to continue coverage under Delta Dental Insurance Plan Coverage  
27 A, B and C as agreed to by the parties. The Board shall pay an amount not to exceed  
28 eighty percent (80%) for the coverage selected by the bargaining unit member. The  
29 annual maximum dental allowance will continue to be \$1500.00 per person, per year.  
30 See Appendix F

31  
32 F. Liability insurance coverage, and/or self-insurance, and indemnification for any  
33 deductible amount of the liability coverage shall be maintained for bargaining unit  
34 members under the same terms and conditions as for other employees of the City.

35  
36 G. The Board agrees to create a Salary Reduction Dependent Care Assistance  
37 Plan in accordance with current Federal laws and regulations. The DCAP will be  
38 maintained for the exclusive benefit of the members of the bargaining unit as long as it  
39 is approved by the Internal Revenue Service and in compliance with applicable Federal  
40 laws and regulations.

41  
42 H. Effective on the date of ratification of this Agreement, the District will pay one  
43 thousand five hundred dollars (\$1500.00) to any bargaining unit member who  
44 terminates his/her existing health insurance coverage under the District's plans and  
45 who also provides satisfactory evidence that he/she has valid alternative health  
46 insurance coverage elsewhere. This is a taxable benefit.

1  
2 **ARTICLE SEVEN**

3 **PROFESSIONAL DEVELOPMENT**

4  
5 A. The Board will pay ninety percent (90%) of the cost of seminars, workshops,  
6 conference fees, tuition for courses, textbooks and required course fees taken upon the  
7 written approval of the Superintendent.

8  
9 B. If a specific course for the purpose of acquiring additional skills is required of a  
10 bargaining unit member by the Superintendent, the Board will pay the cost of tuition,  
11 required course textbooks and required fees for such courses.

12  
13 C.1. The annual expenditure shall not exceed Eighteen Thousand Dollars  
14 (\$18,000.00).

15  
16 C.2. If at the end of a contract year on June 30, the total amount specified in Section  
17 C.1. has not been spent, the amount that remains will be used to reimburse those  
18 bargaining unit members whose professional development expenses exceeded  
19 \$3,000.00 during the contract year. The funds will be divided equally except in no case  
20 will a bargaining unit member be reimbursed for more than the actual cost incurred for  
21 professional development.

22  
23 D. Annually, the Board shall pay 100% of the dues for state and national  
24 association memberships for bargaining unit members to the following associations:  
25 The Association of Supervision and Curriculum Development (ASCD), National  
26 Association of Elementary/Secondary School Principals (NAESP/NASSP) and the New  
27 Hampshire Association of School Principals (NHASP), or equivalent professional  
28 organization(s) approved by the Superintendent.

29  
30 E. Each administrator shall be allowed to attend the annual meeting of the NHASP  
31 and at least one-third, on a rotating basis, shall be able to attend the applicable annual  
32 meeting of the NASSP, NAESP and ASCD. The Board shall pay the reasonable travel  
33 costs and expenses incurred while attending the aforementioned meetings; payment to  
34 be charged against the dollar amount provided in Article Seven (C) above.

35  
36 F. The Board will pay the State recertification fee for each administrator upon  
37 presentation of proof of payment.

38  
39 **ARTICLE EIGHT**

40 **RETIREMENT SUPPLEMENT**

41  
42 A. Bargaining unit members who retire with fifteen (15) years of service in the  
43 Manchester School District, and who are taking benefits from the New Hampshire  
44 Retirement System at the time of separation shall receive at the time of separation a

1 payment of Seven Thousand Five Hundred Dollars (\$7,500.00), provided they give  
2 notice of their intention to retire by the preceding March 31<sup>st</sup>, except in the case of  
3 disability retirement.

4  
5 B. Retirees are entitled to benefits in accordance with State and Federal Laws.

6  
7 **ARTICLE NINE**

8 **EMPLOYMENT**

9  
10 A. The work year of bargaining unit members shall be July 1 through June 30 and  
11 shall be implemented as follows:

12  
13 A.1. Bargaining unit members recognize the importance of their administrative  
14 functions in the educational process and they agree that they must expend additional  
15 time each work day in order to fulfill all routine and innovative duties.

16  
17 A.2. The contractual work year for secondary and middle school principals shall be  
18 two hundred twenty-six (226) days. The contractual work year for secondary and  
19 middle school assistant principals shall be two hundred twenty-four (224) days. The  
20 contractual work year for elementary school principals shall be two hundred fourteen  
21 (214) days. The contractual work year for elementary school assistant principals shall  
22 be two hundred nine (209) days.

23  
24 Up to one half of the additional days added to the contract each year may be  
25 specifically scheduled by the Superintendent. The remaining days will be used at the  
26 discretion of the bargaining unit member provided that all days are worked within the  
27 work year as defined in Section A above. A work day may be completed on a weekend  
28 or holiday.

29  
30 The Superintendent may require bargaining unit members to work additional  
31 days, not to exceed three (3) per contractual work year; however, in such cases the  
32 bargaining unit member affected will be paid on a per diem basis. In no event will any  
33 bargaining unit member be required to work additional days unless they have received  
34 at least two (2) weeks advance notice from the Superintendent or his designee.

35  
36 B.1. All newly employed or reinstated bargaining unit members shall be compensated  
37 in accordance with Appendix A.

38  
39 B.2. Any bargaining unit member hired for a full contract year shall receive full  
40 contract benefits. Any bargaining unit member who works for more than one half  
41 contract year in the same position shall also receive full contract benefits on a prorated  
42 basis for salary and fringe benefits. Any bargaining unit member, who works in the  
43 same position for more than thirty (30) calendar days, but less than one half contract  
44 year, shall be paid the per diem rate for that position.

1 B.3. Any bargaining unit member who is hired to fill a specific vacancy will be so  
2 advised in writing that they are hired for a limited period of time by letter and will, in all  
3 probability, receive a notice on or before April 15th that their contracts will not be  
4 renewed for the following year.

5  
6 C. If it becomes necessary to decrease the number of bargaining unit members, the  
7 governing body of the school system may lay off the necessary number based on their  
8 seniority in accordance with the guidelines and procedures set forth below:

9  
10 C.1. The length of actual service of bargaining unit members in the Manchester  
11 School System in the following classifications shall be used to determine seniority,  
12 provided the bargaining unit member holds certification in that classification.

- 13  
14 a. Secondary School Principal  
15 b. Middle School Principal  
16 c. Elementary School Principal  
17 d. Assistant Secondary School Principal  
18 e. Assistant Middle School Principal  
19 f. Assistant Elementary Principal (Full-Time)

20  
21 C.2. In the event of a layoff of personnel in any classification, the bargaining unit  
22 member laid off shall be notified in writing on or before April 15th prior to the contract  
23 year in which the layoff becomes effective. If a bargaining unit member has previously  
24 worked in another classification in the bargaining unit, that bargaining unit member will  
25 be placed in that member's former classification. When placed in the former  
26 classification, that bargaining unit member's seniority shall include the total years in  
27 service in the bargaining unit.

28  
29 C.3. In the event of the layoff of any bargaining unit member in the classifications set  
30 forth above, the governing body of the school system shall lay off the necessary  
31 number of bargaining unit members in the inverse order of their seniority ranking in  
32 such classification. When seniority is equal, the layoff shall be determined by lottery.  
33 Seniority shall accrue from the first day of employment as a bargaining unit member.  
34 Any bargaining unit member on layoff shall not be prevented from securing employment  
35 during the period of the layoff.

36  
37 C.4. Seniority lists within the classification set forth above shall be established by the  
38 Administration by February 1 of each year. Such lists shall be promptly transmitted to  
39 the Association. A bargaining unit member's position on the seniority list shall remain  
40 unchanged during military and maternity leave of absence.

41  
42 C.5. If a vacancy occurs, a laid off bargaining unit member with the highest seniority  
43 in that classification shall be recalled first. Such notice shall be in hand or by restricted  
44 signature certified mail, postage prepaid, to the last address given to the Administration  
45 by the employee. If a bargaining unit member rejects the offer or fails to respond to the  
46 Superintendent within ten (10) calendar days after receipt of the above notice of recall,

1 the employee will be deemed to have refused the position offered and the  
2 Superintendent may strike that bargaining unit member's name from the various  
3 seniority lists and shall then notify the bargaining unit member with the next highest  
4 seniority.

5  
6 C.6. Seniority shall be broken by:

- 7  
8 a. Discharge for just cause;  
9 b. Voluntary resignation;  
10 c. Failure to respond to a notice of recall as specified in the preceding Section 5;  
11 d. Remaining on layoff for more than twenty-four (24) months.

12  
13 C.7. A bargaining unit member who is laid off will remain on the recall lists for twenty-  
14 four (24) months after the effective date of said employee's layoff unless that bargaining  
15 unit member:

- 16  
17 a. Waives recall rights;  
18 b. Resigns;  
19 c. Fails to accept recall to the position that the bargaining unit member held  
20 immediately prior to layoff or to a substantially equivalent position; or,  
21 d. Fails to report to work in a position that said bargaining unit member has  
22 accepted within thirty (30) days after receipt of the notice of recall.

23  
24 C.8. No new bargaining unit member shall be employed while there are certified, laid  
25 off and available bargaining unit members to fill the vacancies.

26  
27 D.1. A bargaining unit member who is subject to layoff and has the appropriate  
28 certification shall be allowed to assume a teaching position before any new staff is hired  
29 to fill an existing vacancy. The parties agree that this Section shall not have  
30 precedence over rights contained in any other collective bargaining agreement within  
31 the Manchester School District.

32  
33 D.2. An AMP bargaining unit member who assumes a new teaching position shall be  
34 treated as laid off for the purpose of recall rights under Sections C.5, 6 and 7, above.

35  
36 **ARTICLE TEN**

37 **ASSIGNMENT**

38  
39 A. All bargaining unit members will be given written notice of their salaries and building  
40 assignments for the forthcoming year not later than June 30 of the preceding year,  
41 which will be adhered to, except in unusual circumstances. In the event that changes in  
42 such schedules are proposed after June 30th, the Association and all bargaining unit  
43 members affected will be notified promptly, in writing and upon the request within five  
44 (5) days from the bargaining unit member and the Association, the changes will be

1 promptly reviewed between the Superintendent or the Superintendent's representative  
2 and the Association.

3  
4 **ARTICLE ELEVEN**  
5 **INDIVIDUAL CONTRACTS**

6  
7 A. The Board and the individual bargaining unit members will enter into individual  
8 contracts as set forth in Appendix C attached hereto and incorporated herein by  
9 reference.

10  
11 B. The following terms and conditions shall apply with respect to the employment of  
12 each bargaining unit member:

13  
14 B.1. The contract shall be renewed annually, automatically, during the period of said  
15 bargaining unit member's first three (3) years of continuous employment by said Board,  
16 unless the bargaining unit member has been notified, in writing, prior to April 15 that the  
17 contract will not be renewed for the following year. If a bargaining unit member  
18 receives a notice of non-renewal set forth in the preceding sentence, the parties agree  
19 that the bargaining unit member shall not be entitled to a statement of reasons relating  
20 to any such notice except as may be required by law. For each year for which this  
21 contract is renewed, the annual salary of the bargaining unit member shall be in  
22 accordance with the provisions of the prevailing Master Agreement between the Board  
23 and the Association.

24  
25 B.2. After three (3) years of continuous employment by said Board, the contract shall  
26 continue in force from year to year, subject to the following conditions:

- 27  
28 a. It may be terminated by mutual consent at any time.
- 29  
30 b. The bargaining unit member may resign by submitting written notice to  
31 the Board not later than March 31 of the bargaining unit member's  
32 intention not to return for the ensuing year.
- 33  
34 c. The Board may terminate this contract at any time for one or more of  
35 the following reasons: (1) inefficiency or incompetence; (2) insubordination  
36 against reasonable rules of the Board; (3) moral misconduct; (4) disability,  
37 as shown by competent medical evidence; (5) elimination of the position  
38 to which the bargaining unit member was appointed, if no other position  
39 exists to which the bargaining unit member may be appointed, if qualified,  
40 or (6) other due and sufficient cause, provided prior to terminating the  
41 contract, that Board shall give the bargaining unit member a written notice  
42 that termination of that bargaining unit member's contract is under  
43 consideration and upon written request filed by the bargaining unit  
44 member with the Board within five (5) days after receipt of such notice, the  
45 Board shall within the next succeeding five (5) days give the bargaining

1 unit member a statement, in writing, of its reasons therefore. Within  
2 twenty (20) days after receipt from the Board of written notice that contract  
3 termination is under consideration, the bargaining unit member may file  
4 with the Board a written request for a hearing, which the Board shall hold  
5 within fifteen (15) days after receipt of such request. Such hearing shall  
6 be public if the bargaining unit member so requests or the Board so  
7 designates. The bargaining unit member shall have the right to appear  
8 with counsel of the bargaining unit member's choice at such hearing,  
9 whether public or private. The Board shall give the bargaining unit  
10 member its written decision within fifteen (15) days after such hearing.  
11 Nothing herein contained shall deprive the Board of the power to suspend  
12 the bargaining unit member from duty immediately when serious  
13 misconduct is charged, without prejudice to the rights of the bargaining  
14 unit member as otherwise provided herein.

15  
16 C. The contract will automatically terminate upon the termination of the Master  
17 Agreement.

18  
19 D. Pay will be terminated at the time services are terminated.

20  
21 E. This Article shall not be subject to the grievance or arbitration provisions of this  
22 Agreement with respect to the dismissal or non-renewal of any bargaining unit member  
23 hired after the effective date of this Agreement who has not been a Principal or  
24 Assistant Principal for three (3) consecutive years or more in the Manchester School  
25 District.

26  
27 **ARTICLE TWELVE**  
28 **INVOLUNTARY TRANSFER**

29  
30 A. When a transfer is required and the bargaining unit member does not wish to  
31 accept the transfer voluntarily, the superintendent may implement the change as an  
32 involuntary transfer. The bargaining unit member shall be notified as soon as  
33 practicable that a transfer is being considered and shall be notified of the reason for the  
34 transfer by the appropriate administrator(s) involved.

35  
36 B. An involuntary transfer will be implemented only after a meeting between the  
37 bargaining unit member involved and the Superintendent if such meeting is requested  
38 by the bargaining unit member transfer.

39  
40 C. When an involuntary transfer is necessary, a bargaining unit member's area of  
41 competence and major or minor field of study will be considered.

42  
43 D.1. Bargaining unit members being involuntarily transferred will be informed of  
44 appropriate vacancies known and existing at the time the transfer decision is being  
45 made. Bargaining unit members will be able to indicate their preference of assignment

1 to the appropriate administrator involved and this preference will be given  
2 consideration.

3  
4 D.2. A bargaining unit member being involuntarily transferred will be granted time to  
5 visit the new assignment prior to reassignment.

6  
7 E. Whenever involuntarily transferred, a bargaining unit member may resign by giving  
8 written notice to the Superintendent within fifteen (15) workdays of receipt of notice of  
9 the transfer or after the grievance procedure, subject to the provisions of Section F of  
10 this Article, has been exhausted.

11  
12 F. The final decision regarding the implementation of the transfer shall rest with the  
13 Superintendent and the actual transfer and its implementation shall not be subject to  
14 the grievance procedure provided that the transfer has not been arbitrary or capricious.  
15 Failure to follow the procedure leading up to the involuntary transfer, as outlined in  
16 Sections A, B, C, and D of this Article, shall be grievable.

17  
18 **ARTICLE THIRTEEN**

19 **VACANCIES AND PROMOTIONS**

20  
21 A. Promotional positions are:

22  
23 A.1. Non-Unit Positions

24  
25 Superintendent  
26 Assistant Superintendents  
27 Directors

28  
29 A.2. Unit Positions

30  
31 Principals  
32 Assistant Principals

33  
34 A.3. Newly created promotional positions (for one (1) full year; i.e., July through June)  
35 which have a salary above the minimum salary set forth in Appendix A for the year in  
36 which the position becomes effective. The Board has the right to add, delete or modify  
37 the promotional positions as in their sole judgment they may decide.

38  
39 A.4. Bargaining unit members interested in lateral transfers shall notify the  
40 Superintendent in writing. Whenever a vacancy occurs, the Superintendent will give  
41 due weight to the professional background and attainments, length of time in  
42 administrative positions, and other relevant factors for all unit members requesting  
43 transfers. Transfer requests will be acted upon prior to the posting of positions outlined  
44 in Section A.2. of this article.

1 B. All vacancies in promotional positions specified in Section A of this Article will be  
2 adequately publicized by the Superintendent in accordance with the following  
3 procedure:  
4

5 1. When school is in session, a notice shall be posted on a bulletin board in  
6 each school as far in advance as practicable, ordinarily at least 15 school days before  
7 the final date when applications must be submitted, and in no event fewer than 10  
8 school days before such date. Bargaining unit members who desire to apply for such  
9 vacancies shall submit their applications in writing to the Superintendent within the time  
10 limit specified in the notice.  
11

12 2. During the summer vacation period, the Superintendent shall notify, in writing,  
13 on or about July 10th, each bargaining unit member who, on the basis of credentials,  
14 would qualify for such vacancies. The list of such qualified bargaining unit members for  
15 promotional positions shall be furnished in writing to the Superintendent. Bargaining  
16 unit members who desire to apply for such vacancies shall submit their applications in  
17 writing to the Superintendent within the time limit specified in the notice (which shall in  
18 no event be fewer than fifteen (15) days after the date the notice was deposited in the  
19 United States Mail). In addition, the Superintendent shall, within the same time periods,  
20 post a list of promotional positions to be filled during the summer vacation period on a  
21 bulletin board at the Administration Office and shall send such list of positions to the  
22 Association.  
23

24 C. In both situations set forth in Section B above, the qualifications for the position,  
25 its duties and the rates of compensation will be clearly set forth. All qualified bargaining  
26 unit members will be given adequate opportunity to make application for such positions.  
27 Appointments will be made no later than sixty (60) days after the notice is posted in the  
28 schools or the giving of notification to the interested bargaining unit members. If a  
29 vacancy occurs in a promotional position specified in Section A above during June or  
30 July, appointments will be made not later than ninety (90) days after the giving of  
31 notification required by Section B(2) above. The Association recognizes that the Board  
32 has the right to repost the position.  
33

34 D. The Board agrees to give due weight to the professional background and  
35 attainments of all applicants, the length of time each has been in the school system and  
36 other relevant factors. In filling such vacancies, preference will be given to qualified  
37 bargaining unit members already employed by the Board. This section shall not be  
38 subject to the grievance procedure.  
39

40 E. Bargaining unit members shall have a Master's Degree as a mandatory  
41 qualification for appointment.  
42  
43

1 **ARTICLE FOURTEEN**

2 **EVALUATION**

3  
4 A.1. All monitoring or observation of the work performance of a bargaining unit  
5 member will be conducted openly and with full knowledge of the bargaining unit  
6 member.

7  
8 A.2. Bargaining unit members will be given a copy of any report prepared by their  
9 superiors immediately upon completion of such report. No such report shall be  
10 submitted to the School District Administration, placed in the bargaining unit member's  
11 file or otherwise acted upon without a prior conference with the bargaining unit member,  
12 who may comment on the contents of such report on a separate document which shall  
13 be attached to the report and placed in the bargaining unit member's file. There shall  
14 be no obligation on the part of the School District Administration or Board to respond to  
15 the bargaining unit member's comments and if no response is made, it shall not be  
16 considered an acceptance of or agreement with the bargaining unit member's  
17 comments. A bargaining unit member shall sign a separate statement that the  
18 bargaining unit member has been given any such report referred to in the first sentence  
19 of this paragraph and if the bargaining unit member refuses to sign the separate  
20 statement, that refusal shall be noted on the statement. The Report referred to in the  
21 first sentence of this paragraph and the statement relating to the refusal may then be  
22 submitted to School District Administration, placed in the bargaining unit member's file  
23 and otherwise acted upon.

24  
25 A.3. Access to a bargaining unit member's personnel file shall be limited to the  
26 bargaining unit member, the Administration (defined as the Superintendent of Schools,  
27 Assistant Superintendents of Schools) and members of the School Board or the  
28 bargaining unit member's designated representatives. A bargaining unit member shall  
29 be able to make copies of documents contained therein.

30  
31 A.4. If after evaluation, deficiencies are observed in school management,  
32 administrative skills and/or professional preparation, such deficiencies shall immediately  
33 be brought to the attention of the bargaining unit member.

34  
35 The bargaining unit member's immediate supervisor, Superintendent and/or  
36 Assistant Superintendents shall determine appropriate affirmative action designed to  
37 help correct such deficiencies and shall provide assistance to implement such action.

38  
39 B. No bargaining unit members will be disciplined or reprimanded without just  
40 cause. This Section B shall not be subject to the grievance or arbitration provisions of  
41 this Agreement with respect to the dismissal or non-renewal of any bargaining unit  
42 member hired after the effective date of this Agreement who has not been a Principal or  
43 Assistant Principal for three (3) consecutive years or more in the Manchester School  
44 District.

1 C.1. A bargaining unit member's personnel file will be cleared of written reprimands  
2 after a period of thirty--six (36) months from the date of the reprimand, provided that  
3 there are no infractions committed during the intervening period.  
4

5 C.2. A bargaining unit member's personnel file will be cleared of suspensions after a  
6 period of five (5) years from the date of the suspension provided there are no  
7 infractions during the intervening period.  
8

## 9 ARTICLE FIFTEEN

### 10 PERSONAL AND ACADEMIC FREEDOM

11  
12 A. The personal life of a bargaining unit member shall be the concern of and  
13 warrant the attention of the Board only as it may, directly or indirectly, prevent the  
14 bargaining unit member from properly performing the bargaining unit member's  
15 assigned functions during duty hours or be in violation of local or state law.  
16

17 B. Religious or lawful political activities of a bargaining unit member conducted off  
18 school property shall not be grounds for disciplinary action or for discrimination with  
19 respect to the bargaining unit member's professional employment. The Association and  
20 the Board agree that they will not take any action against any bargaining unit members  
21 for their participation in any lawful activities conducted off school property with regard to  
22 religious, political or bargaining unit member organizations.  
23

24 C. The Board and the Association agree that academic freedom is basic to the  
25 attainment of the educational goals of the Manchester Public Schools.  
26

## 27 ARTICLE SIXTEEN

### 28 ASSOCIATION PRIVILEGES

29  
30 A. There will be no reprisals of any kind taken against any bargaining unit member  
31 by reason of membership in the Association or participation in its lawful activities.  
32

33 B.1. The agenda of regular School Board meetings and the minutes of same shall be  
34 placed in the Association's mailbox when completed. The Board will, upon request,  
35 provide the Association with any non--confidential and non--personal documents which  
36 will assist the Association in developing intelligent, accurate, informed and constructive  
37 programs on behalf of the bargaining unit members and the students in their schools,  
38 together with any other non--confidential information which may be necessary for the  
39 Association to formulate programs or process grievances under this Agreement.  
40

41 B.2. The Administration will, upon request, provide the Association with new or  
42 revised forms used to administer benefits arising out of this Agreement.  
43

1 C. The Association will have the right to place notices, circulars, and other material  
2 in bargaining unit member's mailboxes, provided that such materials shall not relate to  
3 local, state or national political matters. Copies of all such material will be given to the  
4 Superintendent or Superintendent's designee, but the latter's advance approval will not  
5 be required.

6  
7 **ARTICLE SEVENTEEN**

8 **DUES DEDUCTION**

9  
10 A. The Board agrees to deduct from the salaries of bargaining unit members dues for  
11 the Association of Manchester Principals affiliated with Teamsters Local No. 633 as  
12 said bargaining unit members individually and voluntarily authorize the Board to deduct  
13 and to transmit the monies promptly to the Secretary-Treasurer of Teamsters Local No.  
14 633. Bargaining unit member authorizations will be in writing in the form set below.

15  
16 "DUES AUTHORIZATION CARD"  
17 ASSOCIATION OF MANCHESTER PRINCIPALS  
18 AFFILIATED WITH TEAMSTERS LOCAL 633

19  
20 NAME: \_\_\_\_\_

21 ADDRESS: \_\_\_\_\_

22  
23 I hereby request and authorize the Manchester Board of School Committee to  
24 deduct from my earnings in accordance with the procedure set forth in Article  
25 Seventeen of the Master Agreement between the Board and the Association and  
26 transmit to the Secretary-Treasurer of Teamsters Local No. 633 an amount sufficient to  
27 provide for regular payment of the membership dues, as certified by the Association for  
28 the present school year and for succeeding school years. I understand that if I wish to  
29 discontinue such deductions for any school year, I must notify the Board and the  
30 Association in writing to do so no later than sixty (60) days prior to the commencement  
31 of the school year. I hereby waive all right and claim for said monies so deducted and  
32 transmitted in accordance with this authorization, and relieve the Board and all of its  
33 officers from any liability therefore.

34  
35 Bargaining Unit Member's Signature: \_\_\_\_\_

36  
37 Dated: \_\_\_\_\_

38  
39 B. The Association will certify to the Board, in writing, the current rate of its  
40 membership dues and will give the Board thirty (30) days written notice, prior to July 1 of  
41 the year of any such change.

42  
43 C. Dues deduction procedure will be as follows:  
44

1 C.1. One half (1/2) of the monthly dues will be deducted from 24 paychecks each  
2 contract year, beginning with July through June of that year. The months having three  
3 (3) paychecks will not have a dues deduction on the third paycheck.  
4

5 C.2. The Board will not be required to honor any authorizations that are delivered to it  
6 later than October 15.  
7

8 C.3. Excepted from the July 1 cut-off date will be new bargaining unit members hired  
9 after June 30. If such new bargaining unit members submit a Dues Authorization Card  
10 to the School Board within thirty (30) days of their appointment, they shall have the  
11 current month's dues deducted for the remainder of the contract year.  
12

13 C.4. All retroactive amounts will be paid directly to the Teamsters by the bargaining  
14 unit member.  
15

16 D. Any employee who is in the bargaining unit and is not a member of the  
17 Association but wishes to be represented by the Association in grievances shall  
18 assume full financial responsibilities as to the actual costs of processing the grievances.  
19 Collection of such fees shall be the sole responsibility of Teamsters Local 633. Should  
20 there be a dispute between an employee and the Association and/or the City or the  
21 Board, relating to such grievances or costs, the Association agrees to defend, indemnify  
22 and hold the City and/or the Board harmless in any such dispute.  
23

24 E. The District agrees to a D.R.I.V.E. check off for bargaining unit members. Upon  
25 written authorization by the employee, the District shall deduct the amount specified by  
26 the employee on a bi-weekly basis to the Granite State Teamsters' D.R.I.V.E. account.  
27 The employee shall provide written authorization in the form required by law.  
28

## 29 ARTICLE EIGHTEEN

### 30 SICK LEAVE AND LONG TERM DISABILITY

31  
32 A. A bargaining unit member shall earn sick leave at the rate of one and one-half (1  
33 1/2) days at the beginning of each month commencing from when employed to start  
34 work through and including the last month of that bargaining unit member's work year,  
35 provided, however, that a bargaining unit member shall not accumulate more than  
36 fifteen (15) sick leave days during the entire work year. Sick leave days, for members  
37 hired into the bargaining unit prior to September 1, 2009, may be accumulated from  
38 year to year with a maximum limit of one hundred and twenty (120) days. Members  
39 hired after September 1, 2009, may only accumulate a maximum of sixty (60) sick leave  
40 days. Sick leave shall be used by a bargaining unit member only for actual personal  
41 illness, including pregnancy, and to care for sick family members for up to five days,  
42 which prevent that bargaining unit member from performing his/her normal duties. Any  
43 bargaining unit member who is absent from school for three (3) days or more on any  
44 one occasion may be required by the Superintendent or the Superintendent's designee  
45 to produce a certificate from a physician certifying to the actual sickness of the

1 bargaining unit member and inability to perform that bargaining unit member's normal  
2 duties resulting therefrom.

3  
4 If there is evidence that the bargaining unit member's absence is due to other  
5 than legitimate illness and inability to perform that bargaining unit member's normal  
6 duties resulting therefrom, that bargaining unit member may be required to provide  
7 proof of such illness and inability to perform normal duties.

8  
9 If the Superintendent or the Superintendent's designated representative  
10 questions a physician's certificate of proof of a bargaining unit member's illness and/or  
11 inability to perform normal duties submitted pursuant to the first two paragraphs of this  
12 Article, the bargaining unit member (or, at the option of the Superintendent, the  
13 bargaining unit member's documentation or medical record pertaining to the period of  
14 time, and the specific illness in question only) may be required to be examined by a  
15 physician other than the bargaining unit member's treating physician, which  
16 examination shall be paid for by the School District.

17  
18 B. Bargaining unit members, hired into the bargaining unit prior to September 1,  
19 2009 who retire under the New Hampshire Retirement System and receive retirement  
20 benefits from same at the time of separation from the Manchester School District and  
21 who has fifteen (15) consecutive years of service with the Manchester School District  
22 shall receive a payment for unused accrued sick leave up to a maximum of ninety (90)  
23 days. Consecutive years of service will not be broken by absences covered under this  
24 Article or by leaves granted under Articles Nineteen, Twenty or Twenty-one.

25  
26 Bargaining unit members hired after September 1, 2009, shall be entitled to  
27 payment for accrued sick leave, under the conditions specified above; provided  
28 however, that payment shall not exceed sixty (60) days.

29  
30 C. Bargaining unit members shall be given a written accounting of their  
31 accumulative sick leave during July of each year.

32  
33 D. The Board shall provide a long term disability income plan for each bargaining  
34 unit member who enrolls in said plan. The schedule of benefits of such plan is set forth  
35 in Appendix B. The Board may, in its sole discretion, obtain such benefits from a  
36 source of its choice, provided that the schedule of benefits is equivalent to that  
37 schedule of benefits set forth in Appendix B.

38  
39 **ARTICLE NINETEEN**

40 **TEMPORARY LEAVES OF ABSENCE**

41  
42 Bargaining unit members will be entitled to the following temporary leaves of  
43 absence, with full pay, each work year:  
44

1 A. Three (3) days of personal leave will be available to bargaining unit members.  
2 No reason is required; however, written notice must be given to the Superintendent a  
3 reasonable time in advance except in an emergency when verbal notice will be  
4 adequate. When verbal notice is given, it will be followed by a written notice to the  
5 Superintendent. The Superintendent's approval is only required in order to maintain  
6 sufficient administrative coverage. If during a school year, a bargaining unit member  
7 uses one or fewer personal leave days, that member shall receive one bonus day's pay  
8 the following school year. If during a school year, a bargaining unit member uses two  
9 (2) or fewer personal leave days, that member shall receive one bonus day's pay the  
10 following school year. The payment shall be made in September of the following school  
11 year.

12  
13 B. Officers of the Association will be granted leave for one (1) day to attend the  
14 annual meeting of the Association, provided, however, that the total number of leave  
15 days under this section shall not exceed two (2) bargaining unit members.

16  
17 C. An Association member, designated by the Association President, shall be  
18 granted a one (1) day leave of absence in order to conduct preplanned official  
19 Association business such as attending meetings, workshops and conferences. The  
20 Association shall pay the costs of any substitute for the day used.

21  
22 D. Five (5) consecutive calendar days, excluding weekends and holiday weekends  
23 only, leave of absence because of death in the immediate family of the bargaining unit  
24 member. Immediate family is hereby defined to mean spouse, parents, children,  
25 brothers, sisters, mother-in-law or father-in-law, or a blood relative or ward residing in  
26 the same house. In addition to the leave of absence provided for the immediate family  
27 as defined herein, the bargaining unit member is entitled to one (1) day of leave to  
28 attend the funeral of a relative not listed in the preceding sentence.

29  
30 E. Military Reserve Training Leave – Military reserve training leave, with pay, will be  
31 available to a bargaining unit member up to a maximum of ten (10) working days during  
32 the contract year if such training is unavoidable and required by the military. The  
33 bargaining unit members shall be paid the difference between their salary and the  
34 payment received for military reserve training.

35  
36 F. Jury Duty – The Board recognizes the civic responsibility of its bargaining unit  
37 members, who are randomly selected to serve on a jury or subpoenaed to appear in  
38 court. Bargaining unit members shall notify in writing the Superintendent immediately  
39 after being summoned to appear for jury duty or a court appearance. The bargaining  
40 unit member shall be paid the difference between the bargaining unit member's salary  
41 and the payment received for serving as a juror or witness. The bargaining unit  
42 member shall make a written request to the Clerk of Court for a waiver. If the clerk  
43 does not grant the waiver, then the Superintendent shall grant a paid jury duty leave. If  
44 a bargaining unit member is dismissed from Court prior to 1:00 p.m., the bargaining unit  
45 member shall return to work.

1 G. One (1) day leave of absence, deducted from sick leave, may be used for the  
2 observation of a religious holiday which is celebrated when school is in session.

3  
4 **ARTICLE TWENTY**

5 **EXTENDED LEAVES OF ABSENCE**

6  
7 A. All benefits to which a bargaining unit member was entitled at the time the  
8 bargaining unit member's leave of absence commenced, including unused accumulated  
9 sick leave, will be restored to the bargaining unit member, provided said member signs  
10 and complies with the memo required under Section J of this Article. Further, provided  
11 said member signs and complies with said memo, that bargaining unit member will be  
12 assigned to the same position held at the time said leave commenced, unless the  
13 position no longer exists in which case the bargaining unit member will be assigned to a  
14 similar position, if available.

15  
16 B. Military leave shall be governed by existing law.

17  
18 C. A leave of absence, without pay or any other benefits, of up to one (1) year will  
19 be granted for the purpose of caring for a sick member of the bargaining unit member's  
20 immediate family. Additional leave may be granted at the discretion of the Board.

21  
22 D.1. A bargaining unit member who has worked for two (2) full contract years with the  
23 Manchester School District under an individual contract as set forth in Appendix C and  
24 who is pregnant, shall be entitled to a leave of absence without pay, provided that such  
25 bargaining unit member notifies the Superintendent in writing of such pregnancy and  
26 the anticipated delivery date within one (1) month of the determination of such  
27 pregnancy and, provided further, that such bargaining unit member, except in the case  
28 of an emergency, gives the Superintendent no less than thirty (30) days prior written  
29 notice of: (1) a specific date for the commencement of the leave, and (2) a specific  
30 date when the bargaining unit member intends to return to work. In the event the  
31 anticipated delivery date falls within the first month of a new work year, leave requested  
32 pursuant to this Section shall commence at the beginning of that new work year.  
33 Notwithstanding the provisions of the first sentence of this Section D (1), a bargaining  
34 unit member in her second year of employment with the Manchester School District  
35 may apply for a leave pursuant to this Section, but only if such leave is to commence  
36 during the third year of employment with said District.

37  
38 D.2. Subject to the provisions of the first paragraph of this Section D (1), a bargaining  
39 unit member who is actually working during the contract year and takes maternity leave  
40 for part of that year shall, if the leave commences no more than three (3) weeks before  
41 the anticipated delivery date, be eligible, pursuant to the provisions of Article Eighteen,  
42 for unused accumulated sick leave, but (1) only to the extent that such bargaining unit  
43 member has any unused accumulated sick leave, and (2) only for the period of actual  
44 personal medical disability resulting from the pregnancy which prevents the bargaining  
45 unit member from performing the member's duties.

1  
2 To be eligible for sick leave under Article Eighteen, a bargaining unit member  
3 must furnish to the Superintendent a certificate from a physician certifying to the dates  
4 of the period of such actual disability of the bargaining unit member and the specific  
5 nature of the medical disability resulting from the pregnancy. If the Superintendent or  
6 the Superintendent's designated representative questions a physician's certificate or  
7 proof of a bargaining unit member's disability and/or inability to perform normal duties  
8 submitted pursuant to this Section, then, after the bargaining unit member has been  
9 absent for three (3) days or more on any one occasion, the bargaining unit member (or,  
10 at the option of the Superintendent, the bargaining unit member's documentation or  
11 medical record pertaining to the period of time and the specific medical disability  
12 resulting from the pregnancy) may be required to be examined by a physician other  
13 than the bargaining unit member's treating physician, which examination shall be paid  
14 for by the School District.

15  
16 Also, the Superintendent may, in his discretion, require certificates from the  
17 bargaining unit member's physician certifying to either (1) the pregnant bargaining unit  
18 member's ability to continue to work, or (2) the bargaining unit member's ability to return  
19 to work after such leave. If the Superintendent, after consultation with the bargaining  
20 unit member's immediate supervisor, questions either the period of actual disability, or  
21 the specific nature of the disability, the Superintendent may require the bargaining unit  
22 member to be examined by a physician, other than the bargaining unit member's  
23 treating physician who is mutually acceptable to the bargaining unit member and the  
24 Superintendent. In the event the Superintendent determines, after obtaining such  
25 certificates and after consultation with the bargaining unit member's immediate  
26 supervisor, that the bargaining unit member is either not able to continue to work or is  
27 not able to return to work, said bargaining unit member shall commence a leave of  
28 absence or continue same. If the Superintendent requires a certificate concerning the  
29 bargaining unit member's disability or ability to continue to work or return to work from a  
30 physician other than the bargaining unit member's own physician, the School District  
31 shall pay the cost of obtaining the same.

32  
33 D.3. A leave of absence taken pursuant to this Section D shall not extend longer than  
34 twelve (12) months from the time said leave commences. If, however, this twelve (12)  
35 month period ends during the last quarter of a work year, the Superintendent, in his  
36 discretion and at the request of the bargaining unit member, may extend the leave to  
37 the beginning of the next work year. Upon return, a bargaining unit member shall be  
38 assigned to the same position which he/she held at the time the leave commenced.

39  
40 D.4. Days absent while on leave shall not be counted to determine if a bargaining unit  
41 member has worked "one or more" or "three or more" years as set forth in New  
42 Hampshire RSA 189:14-a, and nothing in this Section D shall be construed to exclude  
43 or in any way limit the Board's or the Superintendent's rights under RSA Chapter 189 or  
44 any other provision of the Revised Statutes Annotated.

1 E. Other leaves of absence (including child rearing and adoption leave), without pay  
2 or other benefits, may be granted by the Board for any good reason and for such period  
3 as the Board may determine, provided, however, that prior to the granting of any such  
4 leave, a suitable replacement must be hired for the period of the leave.

5  
6 F. Except in the case of a bona fide emergency beyond the control of the  
7 bargaining unit member, all leaves taken pursuant to this Article Twenty must  
8 commence at a time mutually agreed upon by the Superintendent and the bargaining  
9 unit member returning from a leave of absence shall return only at the beginning of a  
10 work year unless otherwise provided by the Board.

11  
12 G. Except in emergencies, all requests under this Article for leaves of absence for  
13 the following work year shall be made no later than December 1. All requests for  
14 extensions or renewals of leaves will be applied for and granted in writing. Such  
15 requests shall be made by December 1.

16  
17 H. A bargaining unit member on leave of absence without pay shall not be denied  
18 the opportunity to substitute in the School District by reason of the fact that the  
19 bargaining unit member is on such leave of absence.

20  
21 I. Persons on leave of absence shall notify the Superintendent, in writing, between  
22 December 1 and February 1 of their intent to return to work at the start of the following  
23 work year in order to qualify for assignment for a position for the following school year.

24  
25 J. Before an extended leave commences, bargaining unit members will be given  
26 and sign, within twenty-one (21) days from receipt, a memo describing the terms of any  
27 extended leave set forth in this Article and failure by the bargaining unit member to  
28 comply with such terms shall immediately terminate any and all obligations, contractual  
29 and otherwise of the Manchester School District.

30  
31 **ARTICLE TWENTY-ONE**

32 **SABBATICAL LEAVE**

33  
34 A. Upon recommendation by the Superintendent of Schools, sabbatical leaves may  
35 be granted to a member of the bargaining unit by the Board for full-time study in the  
36 United States at any regionally accredited graduate school or at a foreign school  
37 approved by the Superintendent, including study in another area of specialization,  
38 subject to the following conditions:

39  
40 A.1. The bargaining unit member has completed at least seven (7) consecutive full  
41 work years of service in the Manchester School System.

42  
43 A.2. All sabbatical leaves shall be for a full Manchester work year (i.e., July 1 through  
44 June 30) and bargaining members will be paid by the Board at fifty percent (50%) of the  
45 salary rate which they would have received if they had remained on active duty. The

1 salary rate shall only include the compensation set forth in Appendix A. Also,  
2 bargaining unit members will receive a payment not to exceed one-half (1/2) of what  
3 the District shall be required to pay for Hospital/Medical Insurance pursuant to the  
4 provisions of Article Six (entitled Insurance), Section A.

5  
6 A.3. A request for sabbatical leave must be received by the Superintendent of  
7 Schools, in writing, in such form as may be required by the Superintendent, no later  
8 than November 15 of the year preceding the school year for which the sabbatical leave  
9 is requested.

10  
11 The Superintendent shall inform each applicant, in writing, of the action to be  
12 recommended on the request for sabbatical leave no later than January 15 of the  
13 school year preceding the school year for which the sabbatical is requested. The Board  
14 shall notify the bargaining unit member of its intent relative to the request for sabbatical  
15 leave by February 15.

16  
17 A.4. Each bargaining unit member must agree to return to service in the Manchester  
18 Public Schools immediately upon termination of sabbatical leave and to continue in  
19 such service for a period of two (2) years, unless physical disability makes this  
20 impossible or there is mutual agreement to the contrary. A signed statement in the  
21 format of a promissory note shall stipulate that failure of the bargaining unit member to  
22 provide such service shall result in the obligation to reimburse the City of Manchester a  
23 proportional part of the salary paid to that bargaining unit member during sabbatical  
24 leave determined by the fraction of the two (2) years not served following the leave.

25  
26 A.5. A complete and detailed outline of work and/or study to be performed during the  
27 period of leave shall be provided in the request for leave.

28  
29 A.6. Approval of leave shall specify the work and/or study to be performed and failure  
30 to abide by the terms and conditions of such approval shall automatically result in pro  
31 rata adjustment or cancellation of salary, or reimbursement to the Board of all or part of  
32 salary paid to date.

33  
34 B. The Board agrees to fund one (1) sabbatical leave each year.

35  
36 **ARTICLE TWENTY-TWO**  
37 **GRIEVANCE PROCEDURE**

38  
39 **A. Definitions**

- 40  
41 1. A "grievance" is a claim based upon the interpretation, meaning or  
42 application of any of the provisions of this Agreement. Only claims based  
43 upon the interpretation, meaning or application of any of the provisions of  
44 this Agreement shall constitute grievances under this Article.  
45

- 1           2.    An "aggrieved person" is the person or persons making the claim.
- 2
- 3           3.    A "party in interest" is the person or persons making the claim and any
- 4           person who might be required to take action or against whom action might
- 5           be taken in order to resolve the claim.
- 6
- 7           4.    A "work day" means Monday through Friday, excluding holidays when
- 8           school is not in session.
- 9

#### 10 B. Purpose

- 11
- 12           1.    The purpose of this procedure is to secure, at the lowest possible
- 13           administrative level, equitable solutions to the problems which may, from
- 14           time to time, arise affecting the welfare or working conditions of bargaining
- 15           unit members. Both parties agree that these proceedings will be kept as
- 16           informal and confidential as may be appropriate at any level of the
- 17           procedure.
- 18
- 19           2.    Nothing herein contained will be construed as limiting the right of any
- 20           bargaining unit member having a grievance to discuss the matter
- 21           informally with any appropriate member of the Administration, and having
- 22           the grievance adjusted without intervention of the Association, provided
- 23           the adjustment is not inconsistent with the terms of this Agreement and
- 24           that the Association has been given the opportunity to be present at such
- 25           adjustment and to state its views.
- 26

#### 27 C. Procedure

28

29           Since it is important that grievances be processed as rapidly as possible, the

30           number of days indicated at each level should be considered as a maximum, and every

31           effort should be made to expedite the process. The time limits specified may, however,

32           be extended by mutual agreement in writing.

33

34           In the event a grievance is filed at such time that it cannot be processed through

35           all the steps in this grievance procedure by the end of the work year, and if left

36           unresolved until the beginning of the following work year could result in irreparable

37           harm to a party in interest, the time limits set forth herein will be reduced so that the

38           grievance procedure may be exhausted prior to the end of the work year or as soon

39           thereafter as is practicable.

40

#### 41           1. Level One

#### 42

#### 43           a. Individual Grievances

- 44
- 45           (1)    An aggrieved person must file the grievance, in writing, with the
- 46           Chairperson of the Member Rights Committee. Within five (5) work days after

1 receiving the written grievance, the Chairperson of the Member Rights  
2 Committee will refer it to the Superintendent of Schools.

3  
4 (2) Within ten (10) work days after the receipt of the written grievance by the  
5 Superintendent, the Superintendent will meet with the aggrieved person in an  
6 effort to resolve it.

7  
8 (3) If a bargaining unit member does not file a grievance, in writing, with the  
9 Chairperson of the Member Rights Committee and the written grievance is not  
10 forwarded to the Superintendent within thirty (30) work days after the bargaining  
11 unit member knew or should have known of the act or condition on which the  
12 grievance is based, then the grievance will be considered as waived. A dispute  
13 as to whether a grievance has been waived under this paragraph will be subject  
14 to arbitration pursuant to Level Three.

15  
16 **b. Class Grievances**

17  
18 (1) If, in the judgment of the Member Rights Committee, a grievance affects a  
19 group or class of bargaining unit members, the Member Rights Committee may  
20 submit such grievance in writing to the Superintendent directly and the  
21 processing of such grievance will be commenced at Level One. The Member  
22 Rights Committee may process such a grievance through all levels of the  
23 grievance procedure, even though the aggrieved person does not wish to do so.

24  
25 (2) In the event the Member Rights Committee files a grievance which affects a  
26 group or class of bargaining unit members, such grievance must specify the  
27 names of all of the bargaining unit members who claim there has been a  
28 violation or misapplication of a provision of this contract as to them, the specific  
29 contract provision(s) involved and the date(s) of the alleged violation(s) or  
30 misapplication(s).

31  
32 (3) A class grievance filed pursuant to this Section must be filed by the Member  
33 Rights Committee at Level One with the Superintendent within forty-five (45)  
34 work days after the date of the first alleged violation or misapplication of any  
35 provision of this contract claimed by a bargaining unit member. Any alleged  
36 violation or misapplication occurring prior to forty-five (45) workdays from the  
37 date the class grievance is filed with the Superintendent will be considered as  
38 waived.

39  
40 **2. Level Two**

41  
42 If the aggrieved person is not satisfied with the disposition of the aggrieved  
43 person's grievance at Level One, or if no decision has been rendered within ten (10)  
44 work days after that person has first met with the Superintendent, that person may file  
45 the grievance, in writing, with the Chairperson of the Member Rights Committee within  
46 five (5) work days after a decision by the Superintendent, or fifteen (15) work days after

1 the aggrieved person has first met with the Superintendent, whichever is sooner.  
2 Within five (5) work days after receiving the written grievance, the Member Rights  
3 Committee may refer it to the Board, if it determines that the grievance is meritorious  
4 and that appealing it is in the best interests of the school system. Within ten (10)  
5 workdays after receiving the written grievance, the Board will meet with the aggrieved  
6 person for the purpose of resolving the grievance.

7  
8 **3. Level Three**  
9

10 a. If the aggrieved person is not satisfied with the disposition of the grievance at  
11 Level Two, or if no decision has been rendered within ten (10) work days after  
12 the meeting with the Board, the aggrieved person may, within five (5) work days  
13 after a decision by the Board, or fifteen (15) work days after the meeting with the  
14 Board, whichever is sooner, request, in writing, that the Chairperson of the  
15 Member Rights Committee submit that grievance to arbitration. If the Member  
16 Rights Committee determines that the grievance is meritorious and that  
17 submitting it to arbitration is in the best interests of the school system, it may  
18 submit the grievance, in writing, to arbitration within fifteen (15) workdays after  
19 receipt of a request by the aggrieved person.  
20

21 b. Within ten (10) workdays after such written notice of submission to arbitration,  
22 the Board and the Member Rights Committee will agree upon a mutually  
23 acceptable arbitrator and will obtain a commitment from said arbitrator to serve.  
24 If the parties are unable to agree upon an arbitrator or to obtain such a  
25 commitment within the specified period, a request for a list of arbitrators may be  
26 made to the American Arbitration Association by either party. The parties will  
27 then be bound by the rules and procedures of the American Arbitration  
28 Association in the selection of an arbitrator.  
29

30 c. The arbitrator so selected will confer with representatives of the Board and  
31 the Member Rights Committee and hold hearings promptly and will issue a  
32 decision not later than twenty (20) days from the date of the close of the  
33 hearings, or, if oral hearings have been waived, then from the date the final  
34 statements and proofs are submitted to the arbitrator. The arbitrator's decision  
35 will be in writing and will set forth findings of fact, reasoning and conclusions on  
36 the issues submitted. The arbitrator will be without power or authority to make  
37 any decision, which requires the commission of an act, which changes or  
38 amends this Agreement.  
39

40 d. The decision of the arbitrator shall be binding upon both parties. However,  
41 both parties shall have a right to appeal to the New Hampshire Superior Court  
42 under the provision of Revised Statutes Annotated, Chapter 542, as amended. It  
43 is hereby specifically agreed by the Board and the Association that this contract  
44 and grievance procedure clause are subject to the provisions of New Hampshire  
45 Revised Statutes Annotated, Chapter 542, as amended.  
46

1 e. The costs for the services of the arbitrator, including per diem expenses, if  
2 any, and actual and necessary travel and subsistence expenses, will be borne  
3 equally by the Board and the Association. The parties agree that the party which  
4 requests a postponement of any arbitration hearing shall be obligated to pay any  
5 costs or fees submitted by the arbitrator and/or the American Arbitration  
6 Association which result from the postponement.

7  
8 **D. Rights of Parties to Representation**

9  
10 1. No reprisals of any kind will be taken by the Board or by any member of the  
11 Administration against any party in interest, any Association Representative, any  
12 member of the Member Rights Committee or any other participant in the  
13 grievance procedure by reason of such participation.

14  
15 2. Parties in interest may be represented at all stages of the grievance  
16 procedure by themselves, or at their option, by counsel and/or by a  
17 representative selected by the Association. When a bargaining unit member is  
18 not represented by the Association, the Association shall have the right to be  
19 present and to state its views at all stages of the grievance procedure.

20  
21 **E. Miscellaneous**

22  
23 1. Decisions rendered at Levels One and Two of the grievance procedure will be  
24 in writing, setting forth the decision and the reasons therefore, and will be  
25 transmitted promptly to all parties in interest and to the Chairperson of the  
26 Member Rights Committee. Decisions rendered at Level Three will be in  
27 accordance with the procedures set forth in Section C, Paragraph 3(c).

28  
29 2. All documents, communications and records dealing with the processing of a  
30 grievance will be filed separately from the personnel files of the participants.

31  
32 3. Forms for filing grievances, serving notices, taking appeals, making reports  
33 and recommendations, and other necessary documents will be jointly prepared  
34 by the Superintendent and the Association and given appropriate distribution so  
35 as to facilitate operation of the grievance procedure.

36  
37 4. If a grievance is not reported and/or processed by the grieving party and/or  
38 the Member Rights Committee within the time limits set forth in this Article, the  
39 matter shall be dismissed and no further action will be taken with respect to such  
40 grievance.

41  
42 5. The term "Superintendent" as used in this Article shall mean the  
43 Superintendent or an Assistant Superintendent.

1 ARTICLE TWENTY-THREE

2 GENERAL

3  
4 A. If any provisions of this Agreement or any application of the Agreement to any  
5 bargaining unit member or group of bargaining unit members shall be found contrary to  
6 law, then such provision or application shall not be deemed valid and subsisting, except  
7 to the extent permitted by law, but all other provisions or application will continue in full  
8 force and effect.

9  
10 B. The Board will amend its rules and policies and take such other action as may be  
11 necessary in order to give full force and effect to this Agreement.

12  
13 Copies of this Agreement will be printed at Board expense and a copy given to  
14 each bargaining unit member.

15  
16 C. The Board agrees not to negotiate with any bargaining unit member's group or  
17 organization other than the Association in regard to any matter subject to negotiation  
18 under Article Two of this Agreement, provided, however, that this shall not prevent the  
19 Board from Communicating or consulting with any individual bargaining unit member or  
20 group of bargaining unit members for any purpose the Board shall deem desirable in  
21 the discharge of its responsibilities, nor shall it preclude any bargaining unit member  
22 from appearing before the Board on matters relating to the bargaining unit member's  
23 employment by the Board.

24  
25 D. The parties understand that neither the Board nor the Superintendent may  
26 lawfully delegate the power or authority which, by law, are vested in them, and this  
27 Agreement shall not be construed so as to constitute a delegation of said power or  
28 authority.

29  
30 E. This Agreement represents the entire agreement between the parties hereto and  
31 may not be modified in whole or in part except by an instrument, in writing, duly  
32 executed by both parties.

33  
34 F. If the parties disagree as to the meaning or interpretation of any of the provisions  
35 of this Agreement, except those provisions expressly excepted from the grievance  
36 procedure, either party may utilize the grievance procedure set forth in Article Twenty-  
37 Two in order to resolve said dispute.

38  
39 G. No bargaining unit member will be required to Chair more than one (1) District-  
40 wide committee during the life of this Agreement.

1 ARTICLE TWENTY-FOUR

2 DURATION

3  
4 The provisions of this Agreement shall be effective as of July 1, 2013 and will  
5 continue and remain in full force and effect until June 30, 2015. Automatic one year  
6 extensions of this Agreement will commence on June 30, 2015, and shall continue for  
7 consecutive annual terms (effective each 30th of June) unless written notice is given by  
8 either party by January 31 of that year to bargain a successor agreement. Once notice  
9 of intent to bargain a successor agreement is given, this process of automatic  
10 extensions shall cease and the Agreement shall terminate on the following 30th of  
11 June.

12  
13 This contract is formally agreed to and signed this date: \_\_\_\_\_ by  
14 the following who hereby declare they are duly authorized to sign.

15  
16  
17  
18 For the Board of School Committee:

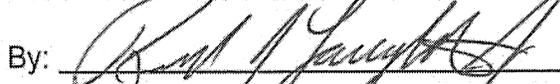
19  
20 By: , Vice Chairperson Date: 9-9-13

21  
22  
23 For the Association of Manchester Principals:

24  
25 By: , President Date: 9/9/13

26  
27 By: \_\_\_\_\_, Co-Chairperson Date: \_\_\_\_\_

28  
29  
30 For Teamsters Local 633 of NH:

31  
32 By: , Business Agent Date: 8/27/13

33  
34 By:  Date: 8/27/13  
35 David W. Laughton, Secretary-Treasurer

1 APPENDIX A

2 SALARY SCHEDULE 2013 - 2014

3  
4 Effective July 1, 2013 through June 30, 2014

5

MUNIS		MA	MA+30	CAGS	# of Days
		A	B	C	
1	Assistant Elementary Principal	\$78,959	\$81,932	\$82,674	209
2	Assistant Middle School Principal	\$85,460	\$88,688	\$89,488	224
3	Elementary Principal	\$89,829	\$93,216	\$94,060	214
4	Assistant Secondary Principal	\$93,527	\$96,752	\$97,556	224
5	Middle School Principal	\$96,433	\$99,689	\$100,503	226
6	Secondary School Principal	\$104,566	\$107,825	\$108,637	226

6  
7 Bargaining unit members with a Doctoral Degree will receive an additional 5% of the  
8 base salary (\$78,959).

**APPENDIX B**  
**LONG TERM DISABILITY INCOME PLAN**

**Monthly Benefit** 66 2/3% of salary\* less offsets\*\*

**Elimination Period** Accumulated sick leave or 30 consecutive calendar days, whichever is greater

**Maximum Benefit Period for Accident and Sickness Is Based On Attained Age:**

Prior to age 61 – The date of attainment of age 65. (But not less than four years)

Age 61 through 62 – 4 years.

Age 63 through 64 – 3 years.

Age 65 and over – 2 years, but not beyond the date of attainment of Age 70.

**Maternity Benefits**

Coverage for disabilities due to maternity will be covered the same as any other sickness.

\* Salary means one-twelfth of the annual wage, salary or compensation the Insured is receiving for performing the duties of his regular occupation at the time total disability starts. This does not include bonuses and overtime earnings.

If premiums are on a level premium basis, salary means that salary which was used to calculate premium. This does not include bonuses and overtime earnings.

**\*\* "Offsets"**

The monthly disability benefit shall be reduced by the following income sources which the insured, or any member of his immediate family due to his disability, is entitled to receive.

(a) Any amounts paid or payable by reason of disability under Workmen's Compensation or any similar law;

(b) Any amounts paid or payable by reason of disability under Social Security (Primary and Family Benefits) or any other private, state or federal government disability plans. After a period of disability has been established, increases in benefits paid or payable through Social Security (Primary and Family Benefit), will not reduce benefits currently payable under this plan for the period of disability.

1  
2  
3  
4  
5  
6  
7  
8

(c) Any disability benefits paid or payable under any other group disability income plan;

(d) Any amounts paid or payable under any retirement plan;

(e) Any wages, salary or other compensation received for performing any work or service, except as provided for in Rehabilitation Provisions.

1 **APPENDIX C**

2 **INDIVIDUAL CONTRACTS**

3  
4 **ANNUAL CONTRACT FOR SCHOOL ADMINISTRATIVE UNIT 37**  
5 **PRINCIPALS AND ASSISTANT PRINCIPALS**  
6  
7  
8

9 AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the  
10 MANCHESTER BOARD OF SCHOOL COMMITTEE of School Administrative Unit 37,  
11 hereinafter called the "Board", and \_\_\_\_\_, hereinafter  
12 called the (insert "Principal" or "Assistant Principal").  
13

14 I. The Board agrees to employ the (insert "Principal" or "Assistant Principal") for  
15 School Administrative Unit 37 for the work year \_\_\_\_\_, 20\_\_\_\_ through  
16 and including \_\_\_\_\_, 20\_\_\_\_.  
17

18 II. The (insert "Principal" or "Assistant Principal") agrees to administer and  
19 supervise the school designated by the Board or its agents in accordance with all  
20 applicable Federal and State of New Hampshire laws and regulations, the rules and  
21 regulations of the State Board of Education and the rules and regulations of the  
22 Manchester Board of School Committee.  
23

24 III. It is mutually agreed that:  
25

26 A. The (insert "Principal's" or "Assistant Principal's") work year shall be  
27 days.  
28

29 B. In the event any term or provision of this Contract is declared to be  
30 unenforceable by a court of competent jurisdiction or by action of the New Hampshire  
31 State Legislature, that provision shall be renegotiated but all other terms and provisions  
32 of this Contract shall remain in full force and effect  
33

34 C. Grounds for termination include, but are not limited to, the following:  
35

36 1. By the Board:  
37

38 (a) For immorality, incompetence, insubordination, failure to conform to the rules  
39 and regulations of the State Board of Education or the Manchester Board of School  
40 Committee or upon revocation of the Professional Administrator's license, or  
41

42 (b) Pursuant to the provisions of Article Eleven, Individual Contracts, of the  
43 Master Agreement between the Manchester Board of School Committee and the  
44 Association of Manchester Principals, on behalf of the Principals and Assistant  
45 Principals.

1  
2           2. By mutual agreement of the (insert "Principal" or "Assistant Principal") and  
3 the Board.  
4

5 D.       If the Board does not intend to seek renewal of this Contract, it will notify the  
6 (insert "Principal" or "Assistant Principal") in writing on or before March 31 of the year in  
7 which this Contract expires. If the (insert "Principal" or "Assistant Principal") does not  
8 intend to seek renewal of this Contract, he/she will similarly notify the Board in writing  
9 on or before March 31 of the year in which this Contract expires. Failure to provide the  
10 notice required by this paragraph shall entitle the other party to an automatic renewal of  
11 this Contract for one year upon the same terms and conditions herein set forth.  
12

13  
14 SCHOOL ADMINISTRATIVE UNIT #37  
15

16  
17 By \_\_\_\_\_  
18 Chairman,  
19 Manchester Board of School Committee  
20

21  
22 By \_\_\_\_\_  
23 PRINCIPAL OR ASSISTANT PRINCIPAL  
24 (Insert "Principal" or "Assistant Principal")



**Tools and Personalized Services**

You will have access to our award-winning online health site and the following programs to help you reach your health potential:

- **MyHealth Assessment:** You and your family members can complete the MyHealth Assessment, our online tool designed to help measure your overall health. The health information you provide is strictly confidential.
- **Health Coaching Programs:** If you qualify for one of our health coaching programs, you'll receive one-on-one assistance from a registered nurse to help you manage a health condition. Health conditions may include, but are not limited to, diabetes, asthma, high blood pressure, heart disease and pregnancy.
- **Tobacco-Free Program:** This program helps you manage withdrawal symptoms, identify triggers and learn new behaviors and skills to remain tobacco-free. Participation is open to you and your covered family members age 18 or older, and includes phone counseling support, online tools, and nicotine-replacement therapy coverage.
- **Healthy Weight Program:** Our Healthy Weight Program provides personalized online and phone support to help you adopt lifestyle changes necessary to lose weight and maintain weight loss. A team of trained health professionals with expertise in weight management will help you address healthy eating, physical activity and exercise, stress management, and more. You and your covered family members age 18 and older who have a Body Mass Index (BMI) of 25 or higher are eligible for this program.

**Summary of Covered Services**

**Preventive Care**

Anthem's Lumenos with HSA plan covers preventive services<sup>1</sup> recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to help prevent avoidable premature injury, illness and death.

All preventive services received from a network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply. If you receive any of these services for diagnostic purposes — for example, a colonoscopy when symptoms are present — the appropriate plan deductible and coinsurance will apply and available account dollars may be used to cover costs.

The following is an overview of the types of preventive services covered:

**Child Preventive Care**

Office Visits for preventive services  
Screening Tests for vision, hearing, and lead exposure.  
Also includes pelvic exam and Pap test for females who are age 18, or have been sexually active.  
Immunizations:  
Hepatitis A  
Hepatitis B  
Diphtheria, Tetanus, Pertussis (DtaP)  
Varicella (chicken pox)  
Influenza – flu shot  
Pneumococcal Conjugate (pneumonia)  
Human Papilloma Virus (HPV) – cervical cancer  
H. Influenza type b  
Polio  
Measles, Mumps, Rubella (MMR)

**Adult Preventive Care**

Office Visits for preventive services  
Screening Tests for coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams and Pap test.  
Immunizations:  
Hepatitis A  
Hepatitis B  
Diphtheria, Tetanus, Pertussis (DtaP)  
Varicella (chicken pox)  
Influenza – flu shot  
Pneumococcal Conjugate (pneumonia)  
Human Papilloma Virus (HPV) – cervical cancer

<sup>1</sup>Included are preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits. SISA1137P1 (Core SISA1137PY)



### Summary of Covered Services (Continued)

#### Medical Care

Anthem's Lumenos with HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount shown on Page 1 for covered services, you will have traditional health coverage with the coinsurance listed on Page 1 to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos with HSA plan:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services (network coinsurance applies to both network and out-of-network)
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home Health Care and Hospice Care
- Physical, Speech, and Occupational Therapy Services
- Durable Medical Equipment

Some covered services may have limitations or other restrictions.<sup>2</sup> With Anthem's Lumenos with HSA plan, the following services are limited:

- Skilled nursing facility services limited to 100 days per member per calendar year.
- Home health care services are limited to 100 visits per member per calendar year.
- Durable Medical Equipment: unlimited per member per contract year.
- Chiropractic Visits: Limited to 12 visits per member per contract year.
- Physical Therapy, Occupational Therapy, and Speech Therapy, up to a combined maximum of 60 visits per member per contract year.
- Nutritional Counseling: Unlimited visits per member per contract year (in-network benefit only).
- Inpatient hospitalizations require authorizations
- Routine Vision: Limited to one per member per calendar year
- Your Lumenos HSA plan includes a lifetime maximum of unlimited.

<sup>2</sup> Additional limitations and exclusions may apply. For a complete list of exclusions and limitations, please refer to your Certificate of Coverage. Some covered services may require pre-approval.



BlueChoice™ New England Regional HSA  
(NH, VT, MA, ME, CT and RI)  
Lumenos Plan Summary

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

Included are preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

Additional limitations and exclusions may apply. For a complete list of exclusions and limitations, please refer to your Certificate of Coverage. Some covered services may require pre-approval.

Please note: This summary is intended to be a brief outline of coverage and is not intended to be a legal contract. The entire provisions of benefits and exclusions are contained in the Group Master Contract, Certificate and Cost Sharing Schedule. In the event of a conflict between the Group Master Contract and this description, the terms of the Certificate will prevail. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefits levels may vary.

Additional limitations and exclusions may apply.

The information included does not constitute legal, tax, or benefit plan design advice. Anthem strongly encourages consultation with a tax advisor before establishing a Health Savings Account. Any Health Savings Account will be established between the individual account holder and the HSA custodian or trustee. Anthem is responsible for the administration of the health plan, and the custodian is responsible for the administration of the HSA.

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SISA1137P1 (Core SISA1137PY) Manchester School District  
7/1/13 version 5/15/13

4 of 4

If you have questions, please call toll-free 1-800-870-3122.

APPENDIX D  
LUMENOS NATIONAL HIGH DEDUCTIBLE HEALTH SAVING ACCOUNT



## Lumenos National HDHP Plan Summary

Manchester School District 7/1/13 SISA258PN6 (core SISA258PN4) Version 5/15/13

The Lumenos ® with HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way.

### Your Lumenos HDHP Plan

**First - Use your HSA to pay for covered services:  
Health Savings Account**

With a Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

**Contributions to Your HSA**

The annual contribution maximum set by the U.S. Treasury and IRS:

**2013**  
\$3,250 individual coverage  
\$6,450 family coverage

**2014**  
\$3,300 Individual coverage  
\$6,550 family coverage

Note: Rollover funds are not subject to these limits.

**Plus - To help you stay healthy, use:**

**Preventive Care**

100% coverage for nationally recommended services.

**Preventive Care**

No out-of-pocket costs for you as long as you receive your preventive care from a network provider. If you choose to go to an out-of-network provider, your deductible or traditional health coverage benefits will apply.

**Then -**

**Your Deductible**

The deductible is the amount you pay – using your HSA dollars or out of your pocket – before you reach the traditional health coverage portion of the plan.

**Annual Deductible Responsibility**

\$2,000 individual coverage  
\$4,000 family coverage\*

\* This plan includes a family deductible, which means that the medical expenses of all family members count toward the deductible. Once the full deductible has been satisfied, all family members are covered under the Traditional Health Coverage portion of the plan.

**If needed -**

**Traditional Health Coverage**

Similar to a PPO, once the deductible has been met, you pay coinsurance (a percentage of the provider's charges) when visiting an out-of-network provider. When visiting network providers, you and your family members are covered at 100% once your deductible and coinsurance have been satisfied.

**Traditional Health Coverage**

After your deductible, the plan pays:

100% for network providers	70% for out-of-network providers
----------------------------	----------------------------------

After your deductible, your coinsurance responsibility is:

0% for network providers	30% for out-of-network providers
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**Additional protection:**

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

**Annual Out-of-Pocket Maximum**

<b>Network Providers</b>	<b>Out-of-Network Providers</b>
\$2,000 individual coverage	\$4,000 individual coverage
\$4,000 family coverage	\$8,000 family coverage

Your annual out-of-pocket maximum consists of your annual deductible responsibility and your coinsurance amounts.

If you have questions, please call toll-free 1-888-224-4896

**Tools and Personalized Services**

You will have access to our award-winning online health site and the following programs to help you reach your health potential:

- **MyHealth Assessment:** You and your family members can complete the MyHealth Assessment, our online tool designed to help measure your overall health. The health information you provide is strictly confidential.
- **Health Coaching Programs:** If you qualify for one of our health coaching programs, you'll receive one-on-one assistance from a registered nurse to help you manage a health condition. Health conditions may include, but are not limited to, diabetes, asthma, high blood pressure, heart disease and pregnancy.
- **Tobacco-Free Program:** This program helps you manage withdrawal symptoms, identify triggers and learn new behaviors and skills to remain tobacco-free. Participation is open to you and your covered family members age 18 or older, and includes phone counseling support, online tools, and nicotine-replacement therapy coverage.
- **Healthy Weight Program:** Our Healthy Weight Program provides personalized online and phone support to help you adopt lifestyle changes necessary to lose weight and maintain weight loss. A team of trained health professionals with expertise in weight management will help you address healthy eating, physical activity and exercise, stress management, and more. You and your covered family members age 18 and older who have a Body Mass Index (BMI) of 25 or higher are eligible for this program.

**Summary of Covered Services**

**Preventive Care**

Anthem's Lumenos with HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to help prevent avoidable premature injury, illness and death.

All preventive services received from a network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply. If you receive any of these services for diagnostic purposes — for example, a colonoscopy when symptoms are present — the appropriate plan deductible and coinsurance will apply and available account dollars may be used to cover costs.

The following is an overview of the types of preventive services covered:

**Child Preventive Care**

Office Visits for preventive services  
 Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam and Pap test for females who are age 18, or have been sexually active.  
 Immunizations:  
 Hepatitis A  
 Hepatitis B  
 Diphtheria, Tetanus, Pertussis (DtaP)  
 Varicella (chicken pox)  
 Influenza – flu shot  
 Pneumococcal Conjugate (pneumonia)  
 Human Papilloma Virus (HPV) – cervical cancer  
 H. Influenza type b  
 Polio  
 Measles, Mumps, Rubella (MMR)

**Adult Preventive Care**

Office Visits for preventive services  
 Screening Tests for coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams and Pap test.  
 Immunizations:  
 Hepatitis A  
 Hepatitis B  
 Diphtheria, Tetanus, Pertussis (DtaP)  
 Varicella (chicken pox)  
 Influenza – flu shot  
 Pneumococcal Conjugate (pneumonia)  
 Human Papilloma Virus (HPV) – cervical cancer

**Summary of Covered Services (Continued)**

**Medical Care**

Anthem's Lumenos with HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount shown on Page 1 for covered services, you will have traditional health coverage with the coinsurance listed on Page 1 to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos with HSA plan:

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>○ Physician Office Visits</li> <li>○ Inpatient Hospital Services</li> <li>○ Outpatient Surgery Services</li> <li>○ Diagnostic X-rays/Lab Tests</li> <li>○ Emergency Hospital Services<br/>(network coinsurance applies to both network and out-of-network)</li> <li>○ Inpatient and Outpatient Mental Health and Substance Abuse Services</li> </ul> | <ul style="list-style-type: none"> <li>○ Maternity Care</li> <li>○ Chiropractic Care</li> <li>○ Prescription Drugs</li> <li>○ Home Health Care and Hospice Care</li> <li>○ Physical, Speech, and Occupational Therapy Services</li> <li>○ Durable Medical Equipment</li> </ul> |
|---|--|

Some covered services may have limitations or other restrictions.\* With Anthem's Lumenos with HSA plan, the following services are limited:

- Skilled nursing facility services limited to 100 days per calendar year.
  - Home health care services are limited to 100 visits per calendar year.
  - Durable Medical Equipment: unlimited per member per contract year.
  - Chiropractic Visits: Limited to 12 visits per member per contract year.
  - Physical Therapy, Occupational Therapy, and Speech Therapy, up to a combined maximum of 60 visits per member per contract year.
  - Nutritional Counseling: Unlimited visits per member per contract year (in-network benefit only).
  - Inpatient hospitalizations require authorizations.
  - Routine Vision: Limited to one per member per calendar year.
- Your Lumenos HSA plan includes a lifetime maximum of unlimited.

Specific state mandates regarding limitations may apply.

\*For a complete list of exclusions and limitations, please refer to your Certificate of Coverage.



# Lumenos HDHP Plan Summary

Manchester School District 7/1/13 SISA258PN6 (core SISA258PN4) Version 5/15/13

**Please note:** This summary is intended to be a brief outline of coverage and is not intended to be a legal contract. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

Additional limitations and exclusions may apply.

The information included does not constitute legal, tax, or benefit plan design advice. Anthem strongly encourages consultation with a tax advisor before establishing a Health Savings Account. Any Health Savings Account will be established between the individual account holder and the HSA custodian or trustee. Anthem is responsible for the administration of the health plan, and the custodian is responsible for the administration of the HSA.

Anthem Blue Cross and Blue Shield is the trade name of: In Colorado: Rocky Mountain Hospital and Medical Service, Inc. In Connecticut: Anthem Health Plans, Inc. In Georgia: Blue Cross and Blue Shield of Georgia, Inc. In Indiana: Anthem Insurance Companies, Inc. In Kentucky: Anthem Health Plans of Kentucky, Inc. In Maine: Anthem Health Plans of Maine, Inc. In most of Missouri (excluding 30 counties in the Kansas City area): RightCHOICE Managed Care, Inc. (RIT), Healthy Alliance Life Insurance Company (HALIC), and HMO Missouri, Inc. RIT and certain affiliates administer non-HMO benefits underwritten by HALIC and HMO benefits underwritten by HMO Missouri, Inc. RIT and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits. In Nevada: Rocky Mountain Hospital and Medical Service, Inc. In New Hampshire: Anthem Health Plans of New Hampshire, Inc. In Ohio: Community Insurance Company. In most of Virginia (excluding the city of Fairfax, the town of Vienna and the area east of State Route 123): Anthem Health Plans of Virginia, Inc. In Wisconsin: Blue Cross Blue Shield of Wisconsin ("BCBSW") underwrites or administers the PPO and indemnity policies. CompCare Health Services Insurance Corporation ("CompCare") underwrites or administers the HMO policies, and CompCare and BCBSW collectively underwrite or administer the PPO policies. Independent licensees of the Blue Cross Blue Shield Association. © ANTHEM and Lumenos are registered trademarks of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield logo and symbols are registered marks of the Blue Cross and Blue Shield Association.



**HMO Access Blue® New England†**  
Higher Copay Plan

**Summary of Benefits**

*This is only a brief summary of your coverage. Benefits apply when care is medically necessary. Services are covered up to the Maximum Allowable Benefit (MAB). Network providers agree to accept the MAB as payment in full.*

Service Received	Your Share of the Cost
<b>You do not need a referral from your Primary Care Provider, however you must receive covered services in the Access Blue Network.</b>	
<b>Preventive Care</b> <ul style="list-style-type: none"> <li>Immunization, lead screening, PSA (prostate screening), mammograms, and PAP smears</li> <li>Routine physical exam for babies, children and adults including family planning visits</li> <li>Routine hearing exam</li> <li>Routine vision exam (<i>one exam per calendar year under age 19, one exam every two calendar years for age 19 and over</i>)</li> </ul>	Covered in full
<b>Other Outpatient Care</b> <ul style="list-style-type: none"> <li>Medical exam, office surgery and anesthesia</li> <li>Early Childhood Intervention therapy services for children up to age 3 (<i>limited to \$3,200 per member per plan year and \$9,600 per member's lifetime</i>)</li> </ul>	\$20 per visit to your PCP \$30 per visit to any Specialist
<ul style="list-style-type: none"> <li>Lab, X-ray, ultrasound, injections</li> <li>Short term rehabilitative therapy- physical, occupational, or speech (<i>up to 60 visits, any combination, per member, per plan year</i>)</li> <li>CT scan, MRI, PET Scan, MRA, outpatient facility fees</li> </ul>	Covered in full
<ul style="list-style-type: none"> <li>Surgery in hospital outpatient department or ambulatory surgery center</li> </ul>	\$250 copayment per surgery
<b>Inpatient Care</b> (as a bed patient in an acute care hospital) <ul style="list-style-type: none"> <li>Semi-private room and board</li> </ul>	\$250 copayment per admission
<ul style="list-style-type: none"> <li>Physician in-hospital care, surgery, delivery, anesthesia, lab, X-ray, CT scan, MRI, medical supplies, medication and physical, occupational and speech therapy</li> </ul>	Covered in full
<b>Skilled Nursing Facility and Rehabilitation Facility Care</b> ( <i>limited to 100 days for each per member, per calendar year</i> )	\$250 copayment per admission
<b>Durable Medical Equipment (DME)</b> <i>Unlimited</i>	Covered in full
<b>Other Services</b> <ul style="list-style-type: none"> <li>OB/GYN care (<i>performed by an OB/GYN provider</i>) <ul style="list-style-type: none"> <li>Exam</li> <li>Maternity care (routine prenatal, delivery and postpartum)</li> </ul> </li> <li>Chiropractic visit (<i>unlimited visits</i>)</li> <li>Chiropractic X-ray</li> </ul>	\$20 per visit \$250 copayment per admission \$30 per visit Covered in full
<b>Emergency Room or Urgent Care Center Visit</b> <ul style="list-style-type: none"> <li>ER facility charge (<i>copayment waived if admitted</i>)</li> <li>Urgent Care facility charge</li> <li>ER/Urgent Care physician fee, CT Scan, MRI, medical supplies, etc.</li> </ul>	\$100 per visit \$50 per visit Covered in full
<b>Ambulance</b> ( <i>medically necessary emergency transport only</i> )	Covered in full

† Access Blue New England is administered by Anthem Blue Cross and Blue Shield and underwritten by Matthew Thornton Health Plan

Service Received	Your Share of the Cost
<b>You do not need a referral from your Primary Care Provider, however you must receive covered services in the Access Blue Network.</b>	
<b>Mental Health and Substance Abuse</b> <ul style="list-style-type: none"> <li>• Outpatient services               <ul style="list-style-type: none"> <li>- Visit/consultation</li> </ul> </li> </ul>	\$20 copayment per visit
<ul style="list-style-type: none"> <li>• Inpatient services               <ul style="list-style-type: none"> <li>- Semi-private room &amp; board</li> <li>- Physician visit</li> </ul> </li> </ul>	\$250 copayment per admission Covered in full
<b>Prescription Drugs</b>	
<p>Covered medications, diabetic supplies and contraceptive devices purchased at a network pharmacy</p> <ul style="list-style-type: none"> <li>• Copayment applies to each fill, up to a 30-day supply for retail</li> <li>• Includes maintenance drugs at a retail or mail order pharmacy</li> <li>• Only certain drugs are considered "maintenance" and are available for a supply greater than 30 days.</li> <li>• Important notes:               <ul style="list-style-type: none"> <li>- If you choose to buy a brand drug, you pay the brand copay</li> </ul> </li> </ul> <p>Refer to your prescription drug program flyer for details.</p>	<p><b>Retail (30 day supply):</b>            \$10 copay / tier 1            \$30 copay / tier 2            \$50 copay / tier 3</p> <p>90 day supply at retail for 3 copayments</p> <p><b>Mail Order (90 day supply):</b>            \$20 copay / tier 1            \$60 copay / tier 2            \$100 copay / tier 3</p>
<b>Maximum for Services Subject to \$250 Copayment</b>	
Individual Maximum Family Maximum	\$250 per member per plan year \$500 per family per plan year
<b>Other</b>	
Fitness Club Reimbursement  Vision Hardware (per member every two plan years)	\$200 maximum reimbursement (limited to one member per enrolled household per plan year) \$100 maximum reimbursement for frames and lenses.
<b>Exclusions and Limitations</b>	
<p>The services listed below are not covered by this plan. Please review your Subscriber Certificate for complete details on exclusions and limitations.</p>	
<p><b>Services Not Covered</b></p> <ul style="list-style-type: none"> <li>• Any service that is not medically necessary</li> <li>• Any service required by a third party (court ordered services are covered if all of the other terms of the plan are met)</li> <li>• Claims for services received more than 12 months ago</li> <li>• Complementary and Alternative Therapies/Medicine</li> <li>• Cosmetic surgery</li> <li>• Custodial or convalescent care</li> <li>• Educational testing and therapy</li> <li>• Experimental and/or investigational services</li> <li>• Hospitalization for conditions that are not covered</li> <li>• Human organ transplants other than those listed in the subscriber certificate as covered benefits</li> <li>• Mental health services which do not usually result in favorable modification through short-term therapy</li> <li>• Miscellaneous devices, materials, and supplies, including, but not limited to, hearing aids, eyeglasses, contact lenses (except after cataract surgery), dentures and support devices for the feet and corrective shoes</li> <li>• Permanent dental restoration, orthognathic and most oral surgery</li> <li>• Personal comfort items</li> <li>• Radial keratotomy or other surgery to correct vision</li> <li>• Routine podiatry</li> <li>• Services covered by government programs to the extent permitted by law</li> <li>• Services for work-related illness or injury</li> <li>• Sex changes</li> <li>• Sterilization reversal</li> </ul>	
<p><b>Anthem Blue Cross and Blue Shield has the right to recover its costs for care of:</b></p> <ul style="list-style-type: none"> <li>• Injuries which are the responsibility of other parties</li> <li>• Services for which another insurance carrier or Medicare is primary</li> <li>• Services related to illegal conduct</li> </ul>	

**This is only a brief summary of your coverage.**

This summary of benefits is not a contract. It is a general description of the benefits and exclusions of this plan. Complete information about all benefits, limitations and exclusions is in the Subscriber Certificate, which will be mailed to you after you enroll. If you need further information, call Customer Service at 1-800-870-3122

**POS BlueChoice® New England**  
**Higher Copay Plan**



**Summary of Benefits**

*This is only a brief summary of your coverage. Benefits apply when care is medically necessary. Services are covered up to the Maximum Allowable Benefit (MAB). Network providers agree to accept the MAB as payment in full. However, if you receive services from a non-network provider, under Self Referred benefits, it is your responsibility to pay the difference between the MAB and the provider's charge.*

Service Received	Your Share of the Cost	
<b>You do not need a referral from your Primary Care Provider. Your benefit is determined by whether you choose a provider in your designated network or an out-of-network provider.</b>		
<b>Preventive Care</b>	<b>In Network Benefits</b>	<b>Out of Network Benefits*</b>
<ul style="list-style-type: none"> <li>Immunization, lead screening, PSA (prostate screening), mammograms and PAP smears</li> <li>Routine physical exam for babies, children and adults including family planning visits</li> <li>Routine hearing exam</li> <li>Routine vision exam (<i>one exam per calendar year under age 19, one exam every two calendar years for age 19 and over</i>)</li> </ul>	Covered in full	Covered up to MAB  Subject to:  \$100 deductible per member, no more than \$300 per family per plan year
<b>Other Outpatient Care</b>	\$25 per visit to your PCP \$35 per visit to any specialist	and
<ul style="list-style-type: none"> <li>Medical exam, office surgery, and anesthesia</li> <li>Early Childhood Intervention therapy services for children up to age 3 (<i>limited to \$3,200 per member, per plan year and \$9,600 per member's lifetime</i>)</li> <li>Lab, X-ray, ultrasound, injections</li> <li>Short term rehabilitative therapy - physical, occupational, or speech (<i>unlimited, per member, per plan year</i>)<sup>§</sup></li> <li>CT scan, MRI, PET scan, MRA outpatient facility fees</li> </ul>	Covered in full	20% coinsurance up to \$400 per member, no more than \$1,200 per family per plan year
<ul style="list-style-type: none"> <li>Surgery in hospital outpatient department or ambulatory surgery center</li> </ul>	\$300 copayment per surgery	Out-of-pocket maximum \$500 per member, no more than \$1,500 per family per plan year
<b>Inpatient Care</b> (as a bed patient in an acute care hospital)	\$300 copayment per admission	Some benefits are subject to precertification requirements. Refer to your Subscriber Certificate for details. Call 1-800-531-4450 to precertify.
<ul style="list-style-type: none"> <li>Semi-private room and board</li> <li>Physician in-hospital care, surgery, delivery, anesthesia, lab, X-ray, CT scan, MRI, medical supplies, medication and physical, occupational and speech therapy.</li> </ul>	Covered in full	
<b>Skilled Nursing Facility and Rehabilitation Facility Care</b>	\$300 copayment per admission	
<b>Durable Medical Equipment (DME)</b>	Covered in full	
<b>Other Services</b>	\$35 per visit Covered in full	
<ul style="list-style-type: none"> <li>Chiropractic visit (<i>12 visits per member per plan year</i>)</li> <li>Chiropractic X-ray</li> <li>OB/GYN care (performed by an OB/GYN provider)                             <ul style="list-style-type: none"> <li>- Exam</li> <li>- Maternity care (routine prenatal, delivery and postpartum)</li> </ul> </li> </ul>	\$25 per visit \$300 copayment per admission	
<b>Emergency Room or Urgent Care Visit</b>	\$150 per visit \$75 per visit Covered in full	Same as Network Benefits
<b>Ambulance</b> (medically necessary emergency transport only)	Covered in full	Covered in full up to MAB

<sup>§</sup> Any combination of benefits from either column count toward this maximum.

<sup>∴</sup> Services are covered up to the MAB. Out of network providers may bill you for amounts that exceed the MAB.

<sup>†</sup> BlueChoice New England is administered by Anthem Blue Cross and Blue Shield and underwritten by Matthew Thornton Health Plan

Service Received	Your Share of the Cost	
	In Network Benefits	Out of Network Benefits
<b>Mental Health and Substance Abuse</b> <ul style="list-style-type: none"> <li>Outpatient services <ul style="list-style-type: none"> <li>Visit/consultation</li> </ul> </li> <li>Inpatient services <ul style="list-style-type: none"> <li>Semi-private room &amp; board</li> <li>Physician visit</li> </ul> </li> </ul>	\$25 copayment per visit  \$300 copayment per admission Covered in full	Subject to deductible and coinsurance
<b>Prescription Drugs</b>		
Covered medications, diabetic supplies and contraceptive devices purchased at a network pharmacy <ul style="list-style-type: none"> <li>Copayment applies to each fill, up to a 30-day supply for retail</li> <li>Includes maintenance drugs at a retail or mail order pharmacy</li> <li>Only certain drugs are considered "maintenance" and are available for a supply greater than 30 days.</li> <li>Important notes: <ul style="list-style-type: none"> <li>If you choose to buy a brand drug, you pay the brand copay</li> </ul> </li> </ul> Refer to your prescription drug program flyer for details.	<b>Network Benefits</b>  <b>Retail (30 day supply):</b> \$10 copay / tier 1 \$30 copay / tier 2 \$50 copay / tier 3  90 day supply available at retail for 3 copays  <b>Mail Order (90 day supply):</b> \$20 copay / tier 1 \$60 copay / tier 2 \$100 copay / tier 3	<b>Out-of-Network Benefits</b> Same as network benefits
<b>Maximums for Services Subject to \$300 Copayment</b>		
Individual Maximum Family Maximum	\$300 per member per plan year \$600 per family per plan year	Not applicable. All services subject to out of network deductible and coinsurance.
<b>Other</b>		
Fitness Club Reimbursement  Vision Hardware (per member every two plan years)	\$200 maximum reimbursement (limited to one member per enrolled household per plan year)  \$100 maximum reimbursement for frames and lenses	
<b>Exclusions and Limitations</b>		
The services listed below are not covered by this plan. Please review your Subscriber Certificate for complete details on exclusions and limitations.		
<b>Services Not Covered</b> <ul style="list-style-type: none"> <li>Any service that is not medically necessary</li> <li>Any service required by a third party (court ordered services are covered if all of the other terms of the plan are met)</li> <li>Claims for services received more than 12 months ago</li> <li>Complementary and Alternative Therapies/ Medicine</li> <li>Cosmetic surgery</li> <li>Custodial or convalescent care</li> <li>Educational testing and therapy</li> <li>Experimental and/or investigational services</li> <li>Hospitalization for conditions that are not covered</li> <li>Human organ transplants other than those listed in the Subscriber Certificate as covered benefits</li> <li>Mental health services which do not usually result in favorable modification through short-term therapy</li> <li>Miscellaneous devices, materials, and supplies, including, but not limited to, hearing aids (except for children under 19), eyeglasses, contact lenses (except after cataract surgery), dentures and support devices for the feet and corrective shoes</li> <li>Permanent dental restoration, orthognathic and most oral surgery</li> <li>Personal comfort items</li> <li>Radial keratotomy or other surgery to correct vision</li> <li>Routine podiatry</li> <li>Services covered by government programs to the extent permitted by law</li> <li>Services for work-related illness or injury</li> <li>Sex changes</li> <li>Sterilization reversal</li> </ul>		
<b>Anthem Blue Cross and Blue Shield has the right to recover its costs for care of:</b> <ul style="list-style-type: none"> <li>Injuries which are the responsibility of other parties</li> <li>Services for which another insurance carrier or Medicare is primary</li> <li>Services related to illegal conduct</li> </ul>		

**This is only a brief summary of your coverage.**

This summary of benefits is not a contract. It is a general description of the benefits and exclusions of this plan. Complete information about all benefits, limitations and exclusions is in the Subscriber Certificate, which will be mailed to you after you enroll. If you need further information, call Customer Service at 1-800-870-3122.

APPENDIX D  
DELTA DENTAL



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

**Manchester School District**  
Group Number: 163

Coverage A Diagnostic/Preventive	Coverage B Basic Restorative	Coverage C Major Restorative
<b>Deductible:</b> \$0    There is no deductible on your dental program.		
<b>Covered at 100% **</b>	<b>Covered at 60% **</b>	<b>Covered at 50% **</b>
<p><b>Diagnostic:</b> Evaluations - once in a 6-month period</p> <p>X-rays (Complete series or panoramic film) once in a 3-year period</p> <p>Bitewing x-rays once in a 12-month period</p> <p>X-rays of individual teeth as necessary</p> <p>Oral cancer screening once in a 12-month period</p> <p><b>Preventive:</b> Cleanings once in a 6-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 three year period per tooth for children to age 19</p>	<p><b>Basic Restorative:</b> Amalgam (silver) fillings Composite (white) fillings (anterior teeth only)</p> <p><b>Oral Surgery:</b> Surgical and routine extractions</p> <p><b>Endodontics:</b> Root canal therapy</p> <p><b>Periodontics:</b> Periodontal cleaning (Maintenance procedures) <i>Only one cleaning is covered in a 6-month period; this can be routine (Coverage A) or Periodontal (Coverage B), but not both.</i></p> <p>Treatment of gum disease</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>Major Restorative:</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>
<b>Calendar Year Maximum:</b> \$1,500 per person (Coverage A, B, and C combined)		

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

### Delta Dental Premier Dentist Network

You'll get the best value from your program when you receive your dental care from a Delta Dental Premier participating dentist:

▲ **No balance billing:** Because participating dentists accept Delta Dental's approved amount for service, you will normally pay less when you visit a participating dentist.

▲ **No claim forms:** Participating dentists will prepare and submit claim forms for you.

▲ **Direct payment:** Northeast Delta Dental pays the dentist directly, so you don't have to pay the covered amount up-front and wait for a reimbursement check.

To find out if your dentist is part of the Delta Dental Premier network, call your dentist or visit our web site at [www.nedelta.com](http://www.nedelta.com). Click on Locate a Dentist, then Local or National Dentist Directory. You can also call our Customer Service Department at 1-800-832-5700 or 603-223-1234.

### Claim Submission Process for Participating Dentists

▲ Present your ID card to the dentist at the time of your visit.

▲ The dentist will submit your claim to Northeast Delta Dental.

▲ Northeast Delta Dental will send you an Explanation of Benefits (EOB) detailing what has been processed under your program's coverage. You are responsible to pay any remaining balance directly to the dentist.

If you visit a non-participating dentist, you may be requested to bring a claim form that is available by calling Northeast Delta Dental or can be downloaded from [www.nedelta.com](http://www.nedelta.com). Payment will be made to you, the Subscriber, unless the state in which the services are rendered requires that assignments of benefits be honored and Northeast Delta Dental receives written notice of an assignment on the claim form before payment for benefits is made. Payment for treatment performed by a non participating dentist will be limited to the lesser of the dentist's actual submitted charge or Delta Dental's allowance for non-participating dentists in the geographic area in which services are provided. It will be your responsibility to make full payment to the dentist. When there is not sufficient fee information available for a specific dental procedure, Northeast Delta Dental will determine an appropriate payment amount.



Northeast Delta Dental  
One Delta Drive  
P.O. Box 2002  
Concord, NH 03302-2002  
[www.nedelta.com](http://www.nedelta.com)

### Predetermination of Benefits

Northeast Delta Dental strongly encourages predetermination of cases involving costly or extensive treatment plans. Although it's not required, predetermination helps avoid any potential confusion regarding Delta Dental's payment and your financial obligation to the dentist.

### Coordination of Benefits

When a covered individual under this program has additional group dental coverage, the COB (Coordination of Benefits) provision described in your Dental Plan Description booklet will determine the sequence and extent of payment. If you have any questions, please contact our Customer Service department at 1-800-832-5700 or 603-223-1234.

### Identification Card

Two identification cards from Delta Dental will be produced and distributed shortly after your enrollment. Both cards are issued in the subscriber's name, but can be used by everyone covered under the program.

### Dental Plan Description Booklet

You will receive a Dental Plan Description booklet shortly after your enrollment. This booklet describes the benefits of your program and tells you how to use your plan. Please read it carefully to understand the benefits and provisions of your Northeast Delta Dental program.

### Who is Eligible

All eligible employees and their dependents, defined as:

- (a) the spouse to whom the Subscriber is legally married; and/or
- (b) a child of the Subscriber or of the spouse of the Subscriber, by natural birth or legal adoption or a child in the process of adoption or guardianship, a foster child legally placed by order of a court or agency having competent jurisdiction and/or a stepchild, provided such child is under the age of twenty-six (26).

Qualified children are eligible regardless of student status and coverage will terminate when a child reaches the age of twenty-six (26). Children incapable of self-support because of physical or mental disability are eligible regardless of age; supporting documentation from a health-care provider may be requested. A newborn child is automatically covered for the first thirty-one (31) days following birth. Coverage will continue if the child is formally enrolled within the first [thirty-one (31) days following birth or the child may be enrolled thereafter at any open enrollment or as of the first day of the month following the month of the child's second birthday.

### Guarantee Of Service Excellence<sup>sm</sup> Program

Northeast Delta Dental is committed to providing extraordinary service to all its customers. We believe that when our people are inspired to pursue excellence in order to achieve a higher level of customer satisfaction, all those who share in Northeast Delta Dental will benefit. To emphasize our commitment, we guarantee seven major areas of service to our clients and reinforce them by our comprehensive group refund policy.

### Claims Inquiry

If you have further questions, please contact Northeast Delta Dental's Customer Service department at 1-800-832-5700 or, 603-223-1234. This information should be used only as a guideline for your dental benefits. For detailed information on your group's benefits, please refer to your Dental Plan Description booklet or consult your employer.