

# **Contract**

**between**

**Hanover Education Association**

**and**

**Dresden and Hanover School Boards**

**for years**

**2019 – 2022**

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## ARTICLE 1: DEFINITIONS

The following definitions shall apply in this document:

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- A. Employee includes any individual, except principals, assistant principals, and those other employees who exercise in 60% or more of their job assignment supervisory authority involving the significant exercise of discretion, who is (1) employed by the Hanover or Dresden School Districts and (2) carries a valid certificate or license issued by the New Hampshire State Department of Education and (3) is employed in a position for which certification is a prerequisite as required by the Dresden or Hanover School Board (Board), the State of New Hampshire, or both. Included in this definition are full-time and part-time personnel and those on leave. A part-time employee is an individual whose assignment is less than the usual school week or year. With regard to those on leave, only those benefits specifically granted under other provisions of this contract to the individuals on leave shall be available.
  - B. Employees' Organization means the Hanover Education Association (HEA) or a committee or a representative thereof in which employees participate and which exists for the purpose in whole or in part of conferring, discussing and negotiating with the School Boards over the terms and conditions and procedures (e.g. grievances, negotiations, etc.) of employment accorded to employees.
  - C. Representative means any employees' organization or person it authorizes or designates to act in its behalf.
  - D. To negotiate. Pursuant to RSA 273-A, it is the obligation of the public employer and the employee organization, certified by the Board as the exclusive representative of the bargaining unit, to negotiate and hold discussions in good faith. Good faith negotiations involves meeting at reasonable times and places in an effort to reach agreement on terms of employment, and to cooperate in mediation and fact finding required. But the obligation to negotiate in good faith shall not compel either party to agree to a proposal or to make a concession.

E. Association means the Hanover Education Association (HEA) or representative thereof.

30 F. Normal school year means a school year consisting of 185 days between August 25-June 25, unless changed by mutual agreement between the Board and HEA.

G. Staff Development Committee (SDC). The combination of the Building Staff Development Subcommittees and the Central Staff Development Committee.

35 H. Building Staff Development Subcommittee (BSDS). Each of the schools has its own Building Staff Development Subcommittee consisting of two teachers appointed by the HEA and the building principal.

I. Central Staff Development Committee (CSDC). This is a ten member committee which includes one teacher from each of the Building Staff Development Subcommittees, two Hanover or Dresden School Board Members appointed by the  
40 Chair of the Dresden School Board, the Superintendent of Schools, one administrator from each building appointed by the Superintendent of Schools, and one Dresden community member mutually agreed to by the HEA and the Dresden School Board.

J. A typical school day for full-time staff shall be seven and one-half (7.5) hours.  
45 Any reference to days or hours shall be pro-rated for part-time staff.

## **ARTICLE 2: RECOGNITION**

The Board recognizes the HEA as the exclusive representative of all employees of the Dresden and Hanover School Districts, both full and part time, whether under contract or on leave including classroom teachers, guidance counselors, special  
50 education teachers, art, music, psychologist, physical education, media generalists, technology coordinators, school nurses, and other titles which are properly in the bargaining unit excluding all others including, but not limited to, principals, assistant principals and those other employees who exercise supervisory authority involving

the significant exercise of discretion in 60% or more of their job assignment and other employees who may be excluded pursuant to RSA 273-A.

55 The Board acknowledges the contribution of the HEA as one which enhances the educational opportunities for all students served in the schools of the district.

The Board recognizes the HEA for the purpose of negotiating in good faith in an effort to reach mutual understanding and agreement on those matters that are subject to negotiations, that is, terms, conditions and procedures (e.g., negotiations, grievance, etc.) of employment as defined in New Hampshire Statute RSA 273-A. This  
60 recognition shall not preclude the Board from communicating with, consulting with or dealing with any individual employee or group of employees for purposes the school board shall deem desirable in the discharge of its responsibilities, nor shall it preclude any employee from appearing before the school board to be heard, but  
65 not to negotiate, after reasonable effort has been made to resolve such issues at the administrative level.

### **ARTICLE 3: NEGOTIATION PROCEDURE**

The HEA and the Board agree to enter into negotiations in a good faith effort to reach agreement on those matters concerning terms and conditions of employment.

70 A. On or before October in the year prior to the contract's expiration, the parties shall present to each other their requests concerning terms and conditions of employment. Any agreement reached shall be reduced to writing and signed by the Board and the Association. Failure to secure the Association's ratification or gain the approval of the Board or voters in either District shall invalidate the agreement and the parties shall resume negotiations.

75 B. Whenever the parties have bargained to impasse, or if the parties have not reached agreement on a contract within sixty (60) days of the relevant fiscal budget submission date of the Hanover or Dresden School District, whichever is the earlier, either party may request the American Arbitration Association or Federal Mediation Service to appoint a mediator who shall undertake to mediate

80 the issues remaining in dispute. If mediation does not result in agreement within  
forty-five (45) days of the budget submission date of the Hanover or Dresden  
school district, whichever is the earlier, both parties will request the American Ar-  
bitration Association to appoint a fact finder who shall make the report findings of  
85 fact together with recommendations for resolving each of the issues remaining  
in dispute. The findings and recommendations shall not be made public until the  
negotiating teams shall have considered them for ten (10) days.

If either negotiating team rejects the fact finder's recommendations, these find-  
ings and recommendations shall be submitted to the full membership of the em-  
ployee organization and to the board of the public employer, each of which shall  
90 vote to accept or reject so much of the recommendations as permitted by law.

If either the full membership of the employee organization or the board of the  
public employer rejects the fact finder's recommendations, his/her findings and  
recommendations shall be submitted to the legislative body of the public em-  
ployer, which shall vote to accept or reject so much of the recommendations as  
95 permitted by law.

If the impasse is not resolved following the action of the legislative body, negoti-  
ations shall be reopened. Mediation may be requested by either party and may  
involve the board of the public employer if the mediator so chooses.

Nothing in this contract shall be construed to prohibit the parties from providing  
100 for such lawful procedures for resolving impasses as the parties may agree upon,  
providing that no such procedures shall bind the legislative body on matters re-  
garding cost items.

The parties shall share equally all fees and costs of mediation and fact finding  
required by RSA 273-A.

105 C. Any agreement reached by the parties concerning cost items are subject to the  
approval of the legislative body in accordance with RSA 273-A.

D. The agreement reached shall be reduced to writing and signed by the Board and the Association.

#### **ARTICLE 4: GRIEVANCE PROCEDURE**

110 The following definitions of terms and coverage, in addition to those in the general definition section above, shall apply in this grievance article.

A. Grievance shall mean any claim that an employee or employees have suffered harm as a result of a possible violation or the improper, incorrect or wrongful interpretation or application of this contract (except Article 19). Grievance as defined here shall not include:

115 1. Any complaint by a probationary teacher which comes about by reason of not being re-employed.

120 2. Any complaint by any employee based upon an appointment or lack of appointment, retention or lack of retention in any position for which a "continuing contract" is not possible or is not required. EXAMPLE: Coaching and/or extra curricular assignments.

3. Any matter which, according to law, is either beyond the scope of the Board authority or limited to unilateral action by the Board alone.

B. Grievant shall mean an employee or the HEA submitting the grievance.

125 C. A grievance shall be considered only if submitted in writing to the principal of the school in which the affected employee or employees work before expiration of twenty (20) school days from the day on which the grievant first knew or reasonably should have known of the alleged act, omission to act or occurrence giving rise to the grievance. If said employee or employees work in more than one school, the grievance shall be submitted to the principal of the school or schools  
130 where the grievance originated. Such writing shall briefly state the nature of such

act, omission to act, or occurrence as well as the alleged harm suffered as a result.

- 135 D. The principal, the grievant, an official of the HEA, and, at the option of the principal and/or grievant, any witness to the grievance shall informally discuss the grievance in an attempt to resolve the matter. The principal shall render a decision in writing, briefly stating reasons thereof before the expiration of ten (10) school days from the day on which the grievance was submitted.
- 140 E. If the decision of the principal does not resolve the grievance to the satisfaction of the grievant, the latter, before the expiration of ten (10) school days from the date of the receipt of the decision of the principal, may appeal the decision to the Superintendent. Such appeal shall be in writing and shall briefly specify the nature of the alleged act, omission to act or occurrence giving rise to the grievance, the nature and extent of the alleged harm suffered as a result, and the basis for the grievant's objection to the principal's decision.
- 145 F. The Superintendent, the principal, the grievant, an official of the HEA, and, at the option of the grievant and/or the administration any witness to the grievance shall meet informally to discuss the appeal in an attempt to resolve the matter before the expiration of ten (10) school days from the date on which the grievant filed his appeal.
- 150 G. The Superintendent shall render a decision in writing with respect to the appeal before expiration of ten (10) school days from the day on which the meeting with the Superintendent occurred.
- 155 H. If the decision of the Superintendent does not resolve the grievance to the satisfaction of the grievant, the grievant, no later than ten (10) school days after receipt of the decision of the Superintendent may appeal that decision to the Board or a committee thereof. The appeal shall be submitted in writing to the Superintendent who shall attach all related papers and forward the appeal to the Board or a committee thereof.

- 160 I. The Board, or a committee thereof, shall grant the grievant a hearing within fifteen (15) school days of the superintendent's receipt of the appeal. Both parties will be allowed counsel.
- J. The Board, or a committee thereof, shall communicate its decision in writing to the Superintendent, the grievant, and the representative of the HEA within fifteen (15) school days of the date of the hearing.
- 165 K. If the decision of the Board or a committee thereof, does not resolve the grievance to the satisfaction of the grievant, the grievant, no later than twenty (20) school days after receipt of the decision of the Board or a committee thereof and only with the support of the HEA, may submit a written request to the Superintendent that the grievance be submitted to arbitration.
- 170 L. No later than fifteen (15) school days after the Superintendent's receipt of such a request the grievance will be submitted to arbitration under the rules and procedures of the American Arbitration Association. If the HEA declines to submit the grievance to arbitration, the grievance is terminated.
- 175 M. The arbitrator shall be without power to make a decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement. The arbitrator shall be empowered to award financial reimbursement or make any other order he may deem proper within the confines of the contract.
- N. The decision of the arbitrator as provided above shall be binding.
- 180 O. The cost of such arbitration shall be shared equally by the district and the HEA. Failure at any step of this procedure to communicate a decision on a grievance within the time limit specified shall permit the grievant to proceed to the next step. Failure by a grievant at any step of this procedure to appeal a grievance at the next step within a time limit specified shall be deemed a waiver of further appeal of the decision.

- 185 P. The grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the district.
- Q. A grievance not settled by the end of the school year shall continue on the same time schedule, each week day to be considered a school day.
- 190 R. The meetings with the principal and the Superintendent shall not be open to the public. The hearing before the Board or committee thereof shall be closed unless the grievant chooses to open such hearing to the public.

#### **ARTICLE 5: EMPLOYEE EVALUATION**

- 195 A. By November 2019, a joint committee of administration, Board and HEA representatives (in equal numbers) shall be established to review the evaluation procedures and make recommendations for possible modifications to Board Policies GCO, GCO-E and GCO-R. Following the consideration of the committee's recommendations, the HEA and the school boards shall meet to negotiate any necessary changes to Article 5 of the CBA.
- 200 B. It is recognized by the HEA that the school administration and the Board have the sole authority and responsibility for all matters relating to evaluation except for those procedural aspects of evaluation enumerated in Board Policies GCO, GCO-E, and GCO-R.
- 205 C. Each school will offer, at a minimum, an option for each employee to have a goal-setting meeting with the principal or designee, a pre-observation meeting with the principal or designee, a scheduled class observation by the principal or designee, and a follow-up meeting with the principal or designee within one month of the observation as a method for evaluation.
- D. All monitoring of work performance shall be conducted openly and with the full knowledge of the employee being monitored.

- 210 E. Upon recognition of difficulties, assistance shall be immediately offered to an employee to guide the individual toward a solution of the difficulties.
- F. For employees in their first year of employment with the District the principal (or designee) shall appoint a mentor for the teacher. Mentors may also be appointed to other teachers who are in transition or otherwise in need of assistance.
- 215 G. Each continuing contract employee, with the approval of the principal, will elect in writing, by November 1 of each school year, a criterion and a method from the options provided in Board Policies GCO, GCO-E, and GCO-R, to be applied or continued to be applied to their evaluation. The election of a criteria and method shall not prejudice the evaluation of the employee. In the absence of agreement  
220 on criteria and method between the employee and the principal, or at any other time as determined by the principal, the option described in paragraph C shall apply. The principal may also at any time appoint a mentor for a continuing contract employee.
- H. Any mentor appointed pursuant to paragraphs F. or G. above shall receive an  
225 annual stipend of \$1,000. Any mentor serving at the request of an employee will receive no stipend. In order to promote trust between a mentor and teacher, discussions between them are to be confidential unless the teacher requests that the information be shared with the evaluator. The evaluatore may give suggestions and discuss concerns with the mentor that might be helpful in the mentor's  
230 work with the teacher. Confidentialily shall not apply to any matters concerning a mentor's duty to report abuse, unethical, or illegal activity.
- I. For each continuing contract employee, a mid-year evaluation status report (currently GCO-E1) shall be signed by both parties and submitted to the Superintendent by March 1 of each year providing a written recommendation for continuation  
235 of employee's contract for the next school year.
- J. Each employee shall receive a written copy of his/her evaluation or status report. A copy signed by the employee, the evaluator, and building principal shall be submitted to the Superintendent. Employee signature is required but shall not in any

240 way constitute agreement with the content of the evaluation or status report. In  
the event that the employee feels that an evaluation has been incomplete or un-  
just, said employee may put his/her objections in writing and have them attached  
to the evaluation or status report to be placed in the employee's personnel file.

245 K. An employee shall have the right, upon request, to review the contents of his/her  
SAU personnel file and receive copies of any documents contained therein. An  
employee shall be entitled to have a representative of the HEA accompany him/her  
during such a review.

250 L. No material derogatory to an employee's conduct, service, character or person-  
ality shall be placed in the personnel file unless and until the employee has had  
a reasonable opportunity to review the material. The employee shall acknowl-  
edge review of such material by signing the copy to be filed with the express un-  
derstanding that such signature in no way indicates agreement with the contents  
thereof. The employee shall also have the right to submit a written comment on  
such material, and his/her comment shall be acknowledged by the Superinten-  
dent or designee and attached to the file copy.

255 M. Final evaluation of an employee upon termination of his/her employment shall be  
concluded prior to conclusion of employment. No documents or other material  
related to evaluation shall be placed in the personnel file of an employee after  
the last date of employment. Confidentiality procedures will be in keeping with  
federal statutes and guidelines.

260 N. Evaluation is not grievable but can be appealed under Policy GAE. For purposes  
of this article, Policy GAE shall remain in force and unchanged for the duration  
of this contract.

## **ARTICLE 6: LEAVES OF ABSENCE**

### **A. Bereavement Leave**

For death in the immediate family occurring during a school year, an employee will

265 be allowed up to five (5) days leave per occurrence. The leave is to be used to grieve  
the loss, prepare for, and attend a funeral, and/or to attend to any other immediate  
post-death matters. Bereavement leave is also granted for pregnancies not carried  
to term.

270 The Superintendent may at his/her sole discretion grant additional days as related  
to a death or dying situation. The term "immediate family" shall be construed to  
mean spouse, partner, children, foster children, step-children, partner's children,  
parents, grandparents, grandchildren, parents-in-law, partner's parents, brothers,  
sisters, spouse's siblings, partner's siblings or brothers and sisters-in-law. The term  
"partner" shall be construed to mean a relationship formalized under civil union  
275 statute or by marriage. For the death of a more distant relative or friend, an em-  
ployee may be allowed one (1) day per occurrence with the prior approval of the  
building principal. The denial of more distant relative or friend bereavement leave  
shall not be subject to the grievance process.

### **B. Emergency Leave**

280 Employees may be granted emergency leave with pay under circumstances which  
are unforeseen and/or imperative. Such leave shall be granted at the discretion of the  
Superintendent or his/her designee. In the event that the Superintendent's designee  
denies leave, the employee shall have the right to appeal to the Superintendent.  
If emergency leave is denied, it will default to the appropriate category of leave,  
or be treated as unpaid if no leave is available. When submitting an Emergency  
Leave request to the Superintendent, the employee must indicate the nature of the  
285 emergency and the days taken.

### **C. Jury Duty Leave**

An employee summoned to jury duty or for any other required appearance before  
a court or other public body, not resulting from his or her own request or violation  
of the law, will be granted a leave of absence for the required period necessary to

perform this duty. During such leave on school work days, the employee will receive that portion of his or her regular salary which will, together with his or her jury duty compensation, equal his or her total salary for the same period. An employee who receives a jury notice shall notify the administration immediately.

#### **D. Military Service Leave**

An employee who is inducted into the military service shall be entitled to a leave of absence, without pay, for the duration of such service in accordance with State and Federal law.

#### **E. Parental Leave**

All leave time granted to the employee under these provisions a, b, and c, will run concurrently with any leave time the employee may be entitled to under the Family Medical Leave Act (FMLA).

The employee shall notify the Superintendent of the anticipated start of leave at least eight (8) weeks in advance, except in the case of emergencies. Parental leave shall be deducted from the employee's accumulated sick leave.

##### **a. Child Bearing Leave**

The period of temporary disability resulting from pregnancy, childbirth, or related medical conditions shall be treated as personal illness under this Article Section H. The employee must provide a written statement from the treating health care provider certifying the period of temporary disability. For the purpose of this provision, it is understood that to use sick leave under this provision, the employee must be unable to work.

### **b. Paid Child Rearing Leave**

310 Ten (10) days of paid parenting leave shall be granted to an employee when that employee's child is born. An employee who adopts a child shall be granted ten (10) paid leave days at the time of adoption.

### **c. Unpaid Child Rearing Leave**

315 Maternity, Infant Child care and/or Adoption Leave without pay is granted, upon request, to employees for periods not to span more than two (2) school years. Under this provision, leave may be granted for the balance of the school year in which the leave begins and for the entire succeeding school year. Requests for leave which span into a second school year will be approved only for the first semester or the entire school year, as requested by the teacher.

320 During the course of Maternity, Infant Child Care, and/or Adoption Leave, the employee may continue participation in group insurance programs with the understanding that the Board will continue to pay the Board's portion of the premium(s) for six (6) months.

Upon return from leave, the employee will be placed in a comparable position for which he or she is qualified and certified, according to provisions of state and federal guidelines. Requests for extension or reduction of leave may be granted at the discretion of the Superintendent.

### **F. Personal Leave**

325 Upon prior notification of two (2) days, employees shall be allowed up to three (3) days per year (non-accumulative) personal leave to be taken at the employee's discretion. Upon prior notification of two (2) days, part-time employees shall be entitled to personal leave in proportion to the fraction of time worked rounded to the nearest quarter hour.

## **G. Sabbatical Leave**

330 The Dresden and Hanover School Boards shall award one (1) sabbatical leave per  
year upon recommendation of the Central Staff Development Committee. Requests  
for sabbatical leave must be received in writing by the CSDC by November 1 of the  
school year preceding the school year for which the sabbatical leave is required.  
335 The Superintendent shall forward the recommendation of the CSDC to the Dresden  
School Board and to the Hanover School Board for their decisions prior to December  
31 of the school year preceding the school year for which the sabbatical leave is  
requested.

To be eligible for sabbatical leave, an employee shall have completed seven (7)  
consecutive years of successful service in the school district. An employee who is  
340 granted a sabbatical leave shall sign a contract acknowledging his/her responsibility  
for two years of service to the district upon his/her return. If the individual does not  
return to the district after the sabbatical leave, the individual may be required, at the  
recommendation of the Superintendent and upon Board approval, to reimburse the  
district in an amount equal to the sabbatical stipend and any additional legal costs  
345 that may occur. If the individual remains in the district for only one year, the individ-  
ual may be required, at the recommendation of the superintendent and upon Board  
approval, to reimburse the district in an amount equal to one-half of the sabbatical  
stipend. Reimbursement shall be made to the district within one year of the last day  
of employment in the district, except in the case of death or total disability of the  
350 employee. On return from sabbatical leave, the employee is responsible for submit-  
ting written report of the sabbatical project to the Superintendent by October 1 of the  
school year following the school year in which the sabbatical was earned.

The compensation for an employee on sabbatical leave shall be for full salary during  
the time of leave. Extra-curricular compensation will be forfeited for the duration of  
355 sabbatical leave. Placement on the salary schedule upon return from the sabbatical  
leave shall be the same as it would have been if the employee had taught in the dis-  
trict during such leave. Employee benefits shall be continued through the sabbatical

leave. Payment of salary for individuals on sabbatical leave will be distributed in accordance with current payroll procedures.

## **H. Sick Leave**

360 Sick leave with full compensation shall be granted to each employee as required in accordance with the employee's health. The Superintendent, at his or her discretion, may require any employee to submit medical evidence substantiating the employee's need to be absent after three consecutive days or if a pattern of excessive absences is apparent.

365 The administration will not contact a teacher's physician's office unless the teacher has provided a release limited to the illness or injury for which leave is requested. The teacher may provide information to facilitate approval of the leave without a release. In the absence of adequate information, leave may not be approved.

370 The number of sick days granted to each employee is determined by the following provisions:

All non-continuing contract employees will be granted twelve (12) sick days per year for each of the first two years with up to twelve (12) unused days carried forward into the second and third year and fifteen (15) sick days for each of years three and four with up to fifteen unused days carried forward for a total of fifty-four (54) days at the start of the fourth year. This formula would lead to a maximum possibility of fifty-four (54) sick days that could be available to a non-tenured continuing contract employee at the beginning of his/her fourth year. After completing four years in the District, all employees are granted sick leave for sixty (60) consecutive calendar days with zero (0) unused days carried forward into subsequent years.

380 All continuing contract employees are granted sick leave for sixty (60) consecutive calendar days with zero (0) unused days carried forward into subsequent years.

All employees will be granted seven (7) days per school year which may be used for sickness in the employee's immediate family. More family sick leave may be granted

385 at the discretion of the superintendent. All other sick leave shall be used solely for the personal illness of the employee.

Any employee who has not worked for sixty (60) consecutive calendar days because of illness will be placed under the disability plan described in Article 8.

390 Disability resulting from pregnancy can be counted as sick leave as long as the teacher has been under contract up to the time the disability occurs. Sick leave is granted to women upon receipt of a physician's letter identifying the period of time that the employee is temporarily unable to work due to pregnancy, childbirth, or pregnancy-related medical complications. While exact guidelines are not stated, employees should give as much advance notice as possible.

395 All leave time granted to the employee under this article will run concurrently with any leave time the employee may be entitled to under the Family Medical Leave Act (FMLA).

### **I. Unpaid Leave**

400 The Superintendent, at his/her sole discretion, may grant extended leaves of absence without pay. Upon return from leave of absence, the employee will be placed in a comparable position for which the employee is qualified and certified. The employee will be entitled to the same benefits accrued at the commencement of the leave. The employee must notify the Superintendent in writing by February 1 concerning his/her intent to return.

405 Any employee who has worked in the District for seven (7) consecutive years of active teaching experience with no intervening leaves of absence shall be granted, upon notification by April 15, a leave for up to but not more than one school year with the understanding that the employee must notify the Superintendent in writing by February 1 concerning their intent to return.

The Superintendent, at his/her sole discretion and on a special exception basis, may extend these leaves an additional year.

## ARTICLE 7: PART-TIME EMPLOYEES

- 410 A. Definition: A part-time employee is an individual whose assigned duties require him/her to be regularly present at school for less than the usual full school week or day.
- B. It is agreed that part-time employees shall be entitled to the same benefits as other employees prorated in accordance with time worked. This provision will  
415 not apply if it is contrary to the regulations of benefit providers.
- C. Part-time non-continuing staff are not covered by any RIF provisions under Article 17.
- D. At the sole discretion of the administration, part-time staff (less than 0.80 FTE) may be assigned to either a greater or lesser percent of work (Percent Full Time  
420 Equivalent) than that amount assigned in their current years' contracts without activating any provision of RIF under Article 17.

Exceptions to the above paragraph are as follows:

- 425 1. If it is necessary to reduce a continuing contract staff member to fewer FTEs than 0.40 (40%), then all applicable provisions of Article 17 shall apply in order to sustain up to a 0.40 FTE position. Article 17 provisions shall not apply once a 0.40 FTE status is acquired through the exercise of Article 17 provisions.
- 430 2. For any continuing contract employee whose part-time status is the result of an involuntary reduction in force from full-time status, that employee will be entitled to exercise all applicable provisions of Article 17 of the teachers contract both upon initial reduction to part-time, and upon further reduction if this is required. (Clarification: Part-time employees whose part-time status is the result of voluntary part-time status, or who were hired as a part-time employee will not be entitled to RIF provisions under Article 17 except in the case of number 1 above.)

- 435 E. No extra payment will be made, nor will a pay deduction be charged, for part-time employees who, by reason of the distribution of workdays in the school calendar, may work more or fewer days than their FTE would indicate.
- F. Employees who work part-day schedules and are required to work a full day with the approval of the administration will be paid for a full day at their per diem rate.

## **ARTICLE 8: INSURANCE PROVISIONS**

440 Insurance coverage under this contract will terminate not less than sixty (60) days following the last day of employment. Any change in any insurance provision will be made only by mutual agreement between the Board and the HEA.

### **A. Medical**

445 Full medical insurance-single, 2-person, or family-shall be extended to employees for the duration of the contract. The premium shall be paid by the Board except as noted in the following paragraphs. The premium for the medical insurance will be pro-rated for employees working less than full time.

450 Medical coverage shall be provided through SchoolCare, the terms of which are set forth in the attached Addendum A. The SchoolCare Yellow Plan with Choice Fund shall be the driver. The SchoolCare Yellow Plan without Choice Fund shall also be offered.

455 The school board may seek bids from alternative health insurance providers for subsequent school years. Sufficient time and resources shall be provided for the Association to fully research and review the alternative plan(s) with its members. An alternative plan may be adopted by mutual agreement. The HEA will only reject a plan due to identified deficiencies in coverage and benefits in comparison to the current plan. The HEA will inform the Board of these deficiencies and the Board will

have the opportunity to create adaptations or accommodations to remedy the deficiencies. If the deficiencies are remedied to the satisfaction of the HEA the plan will be adopted by the parties.

460 All employees who elect to receive the medical benefit covered by this contract shall contribute the following percentages towards premiums:

2019 – 2020: 7%

2020 – 2021: 8%

2021 – 2022: 9%

465 All employee contributions will be deducted before income tax calculations are applied (in accordance with IRS regulations). Staff members with documentation of adequate health insurance coverage who choose not to accept the medical insurance benefit will receive \$1,500, prorated if applicable, paid by the Board on a bi-weekly basis.

470 Any excise tax levied due to the cost of health insurance benefits offered herein that exceed the thresholds established under the Affordable Care Act shall be shared by the Board and employees on the same percentages as health insurance premiums.

### **B. Dental**

475 Employees will be eligible on a pro-rata basis to receive single person dental insurance from Delta Dental of New Hampshire paid by the Board (Plan A (100%), B (80%), C(50%), \$2,000 maximum with no deductible). Two Person or family coverage may be purchased by an employee with the additional cost paid by the employee.

### **C. Life, Accidental Death, Dismemberment**

All employees who work fifty per cent of full-time or more are eligible for Group Life, Accidental Death and Dismemberment Insurance, sponsored by the Board at no cost to the employee.

480 The benefits provided are as follows:

Group Term Life \$100,000

Accidental Death & Dismemberment \$100,000

#### **D. Disability Insurance**

485 Disability Insurance will provide a minimum of 70% Salary Replacement with offsets, a sixty (60) calendar day Elimination Period, a Five Year Definition of Disability, and a Progressive Partial Disability Benefit. Benefits under the plan shall be payable up to age 65.

All employees of the Dresden and Hanover School Districts who work fifty per cent of full-time or more are eligible to participate in the Disability Plan sponsored by the district at no cost to the employee.

490 An employee who becomes totally disabled is considered an employee of the District for the remainder of the contract year in which the disability occurred plus one additional contract year. To return to work during this period, the employee must provide documentation from their physician validating their change in disability status and their fitness to return to work with or without accomodation.

495 The District will provide the medical, dental and life coverages described in this contract under the same provisions until the end of the contract year in which the employee became eligible for disability benefits. If the employee is continuing contract, the District will provide two person medical coverage for up to a maximum of three (3) full contract years with the beneficiary having the option to reimburse the District for the additional premium for family coverage. Coverage for medical and dental insurances described in this paragraph shall terminate 60 days after the employee becomes deceased.

500 The benefit contributions of this Disability Plan will be prorated for the employee whose contract was less than full-time as of the date of their disability.

505 Medical benefit contributions will be prorated based on the employee's percent of disability as determined by the Group Long Term Disability carrier.

### **E. Medical and Dependent Care Reimbursement Accounts**

510 The Board shall offer to all employees the option of establishing Medical and/or Dependent Care Reimbursement Accounts in accordance with the regulations of the Internal Revenue Service. Contributions to any flexible spending account (FSA) shall be limited to an amount, on an annual basis, that does not trigger the imposition of any excise under the Affordable Care Act.

## **ARTICLE 9: COMPENSATION**

Compensation for employees covered by this agreement will be in accordance with the attached Salary Schedule. Employees working less than full-time will be compensated according to the same Salary Schedule on a prorated basis.

### **A. Steps and Tracks**

515 The Salary Schedule shall consist of a number of tracks representing degrees and/or credits earned and a number of steps representing levels of advancement based upon years of demonstrated competency in teaching or related experience. Steps do not correspond to the exact number of years of teaching, except that teachers who advance from one track to the next will also advance by step at the beginning  
520 of the next school year, proportionate to the credited years of prior experience.

### **B. Placement**

Initial placement on the salary guide shall be determined by the superintendent of schools on the basis of degrees and credits earned and prior years of demonstrated competency as a teacher or in an equivalent activity. Full time certified public school teaching experience elsewhere shall be considered of equal value to the

525 same amount of experience in the Dresden or Hanover School Districts for all teach-  
ers who have held teaching positions for three consecutive years, within the last five  
years, immediately preceding employment in the Dresden or Hanover School Dis-  
tricts, or who have maintained their teacher certification continuously since their last  
530 time of employment in a teaching position. In the case of a teacher who has not  
been under contract for three consecutive years, within the last five years, and who  
has not maintained their teacher certification continuously from their last time of em-  
ployment in a teaching position, experience may be considered of less value than  
experience in the Dresden or Hanover School Districts. In such a case, a person's  
535 placement on step shall not be reduced more than five years below the total number  
of years of full time certified public school experience.

The Superintendent may extend credit for non-certified teaching experience in a  
college, university, accredited private school or other educational institution. The  
amount of credit given, and related placement on the salary schedule, shall not be  
grievable or subject to any action by the HEA on behalf of the employees placed un-  
540 der this provision. During the hiring process, and prior to the employee accepting  
a contract, the HEA will be notified of the District's intentions to employ an individ-  
ual in the aforementioned category. As a result of this notification, the HEA may  
arrange to counsel the prospective employees regarding placement on the salary  
schedule. Within five (5) business days of notification by the HEA, the Superinten-  
545 dent may proceed to hire a staff member at an experience level which shall be at the  
Superintendent's sole discretion and not grievable by the Association.

**C. Advancement**

Advancement by step will be on the recommendation of the Superintendent to the  
School Board. It shall be based on demonstrated competency as evidenced by  
written evaluation outlined in Article 5. Given such competency , each teacher will  
550 proceed annually to the next step in the assigned track until the maximum is reached  
or until the teacher qualifies for another track.

Track 1 shall apply to those teachers who have earned a bachelor's degree or its equivalent as determined by the superintendent of schools. Advancement to Track 2 shall be based upon the satisfactory completion of fifteen ( 15) hours of credits earned after the award of the bachelor's degree. Advancement to Track 3 shall be based upon a satisfactory completion of thirty (30) hours of credit earned after the award of the bachelor's degree. Advancement to Track 4 shall be based upon the successful completion of a master's degree program or bachelor's degree plus forty-five (45) credits. Advancement to Track 5 shall be based upon a master's degree plus fifteen (15) credits. Advancement to Track 6 shall be based upon the successful completion of a Certificate of Advanced Graduate Study or upon completion of the master's degree plus thirty (30) additional hours of study.

If an employee notifies the Superintendent before December 1, 2008 that he/she expects to be eligible for movement to new track 7, and the employee completes the work to qualify for this advancement by June 30,2010, the requirement for advancement to new track 7 shall be successful completion of a doctoral program or completion of sixty (60) hours earned in addition to the award of the master's degree. If an employee notifies the Superintendent after December 1, 2008 that he/she expects to be eligible for approval for movement to new track 7, the requirement for advancement shall be based on one of the following:

1. Completion of a PhD degree in a discipline that is relevant to the contractual duties of the certified staff member. For current staff members, the relevance of the degree will be determined by the CSDC. For PhD programs begun after July 1, 2008, prior approval is required. For new hires, the relevance of the degree for initial track placement will be determined by the Superintendent.
2. Completion of the requirements for track 6 plus completion of a program of 30 credits of course work and/or alternate credit work, approved in advance by the CSDC, that is relevant to the contractual duties of the certified staff member. For programs begun after July 1, 2008, prior approval is required.

To be approved, credits need not necessarily have been earned chronologically after

receipt of the degree but must be earned after the date of hire.

Change from one track to the next shall be based upon the accumulation of the required number of credits or degrees. The Central Staff Development Committee (CSDC) will review credits to determine whether or not such credits shall be considered toward placement on the appropriate tracks. Prior to approving such credits for placement, the CSDC shall be assured that they meet a reasonably comprehensive program of improvement rather than a random collection of credits unrelated to the competency of the teacher.

The Central Staff Development Committee may award track advancement credits for substantial work, supported by documentation, for activities including, but not limited to, Critical Friends Leadership Training, Research, Publishing, Mentorship Training, Independent Study, and Student Teacher Training. The purpose of the work is to enhance instruction or support the educational goals of the district. Proposals shall be submitted for pre-approval in accordance with SDC guidelines for activities outlined in the Staff Development Master Plan with the additional requirement of a plan for outcomes presentation. Notice of approval, rejection, or revisions needed shall be transmitted to the applicant within thirty (30) school days of proposal submission. Outcome presentation by the applicant within 90 school days of work completion is required for track advancement credit. Nothing herein shall limit the granting of recertification credit hours.

Employees must notify the Superintendent of anticipated eligibility for advancement on track between August 1 and December 1 of the school year prior to their attaining eligibility. Notification prior to August 1 or after December 1 shall not be considered valid notification of track change. In order to qualify for track advancement, acquired degree or course work must be completed, endorsed by the Central Staff Development Committee, and a grade report verifying successful completion of the course must be submitted to the Superintendent of Schools. The Superintendent will accept a grade report as verification of successful completion of the course until a written transcript is received. The Superintendent will send written confirmation of receipt of necessary documents to the employee. If documentation is received and

approved before the end of the school year, the track advancement will be reflected in the employee's first paycheck of the next school year. If documentation for track advancement is received and approved between the end of the school year and the September CSDC meeting, the compensation for that school year will be based on the full amount indicated in the salary schedule. If documentation is received after the September CSDC meeting but before January 31, the track advancement will be effective February 1. The Central Staff Development Committee will meet in May, September, and January to review and approve documents related to track advancements. Compensation for track advancement will begin appearing in the employee's first paycheck in the year for an advancement approved prior to August 15, the first paycheck in October for an advancement approved prior to or at the September CSDC meeting, and in February for an advancement approved between the September CSDC meeting and January 31st.

Unofficial grade transcripts will be accepted as documentation for Track advancement. However, track advancement will not appear in the employee's paycheck until final grades are submitted. Payment for Track advancement will be retroactive to either the start of the school year or February 1st, whenever the employee would have otherwise begun receiving payment.

#### **D. Withholding of Base or Step Increases**

If evaluations outlined in Article 5 show a persistent pattern of significant performance difficulties and the building principal determines that the employee may have a step or base increase withheld, written notice shall be immediately provided to the employee and copied to the HEA president. In no case shall this notice occur after the contract non-renewal deadline. The written notice will specify the deficiencies to be corrected, summarize any prior conferences between the principal and the employee, and outline a timetable to establish a written employee development plan to avert withhold. Within one month of this notification, the principal and the employee will create a written employee development plan which will include specific, reasonable, and verifiable performance improvements. The principal and employee shall

640 meet monthly to review and document progress on the employee development plan.  
The withholding will commence at the beginning of the subsequent school year.

Prior to March 1 in the year in which withholding has commenced, there shall be a meeting to determine if the terms of the employee development plan have been met and whether the employee will be recommended for advancement on step or a base salary increase. The principal will provide the Superintendent and HEA president  
645 with written notice of the employee's pay status at the conclusion of this meeting.

Once competency is reestablished the employee shall be returned to the step and compensation level that would have been achieved absent withholding, and compensation shall be retroactive. Withhold of advancement on step or base salary increase may occur for one year after which non-renewal procedures may commence. Nothing  
650 in this article shall prevent the administration from invoking the procedures for non-renewal of a teacher's contract in accordance with RSA 189:14-a.

### **E. Good Faith Errors**

The Hanover and Dresden School Districts and the Hanover Education Association agree that when a good faith error is made in the issuance of a teacher contract, either by the School District in issuing the contract or the employee in accepting the  
655 contract, the error will be corrected. Both the HEA and the School District recognize that this will mean that either the School District will need to make appropriate additional compensation to the employee, or the employee will be required to return money to the School District.

### **F. Employment Beyond Normal School Year**

660 Employees who are requested by the administration to work beyond the normal school year in a teaching capacity shall be compensated at the rate of 1/185th of that person's salary for each day beyond 185 "on the job" days. Employees who voluntarily choose, and are approved in writing by the administration, to work beyond the normal school year shall be compensated at the per diem rate of 1/185

665 of the Track 1 Step 1 salary. Employees that are offered special project opportunities such as curriculum or committee work, and who choose to participate, shall accept in writing and will be notified by the administration prior to undertaking the work. Such work will also be compensated at the per diem rate of 1/185 of the Track 1 Step 1 salary then in effect.

### **G. Payment**

670 Employees shall be paid in twenty-two (22) installments, starting with the first Friday that is a payday after the teachers return to work after the summer break. The next twenty (20) payments will be paid bi-weekly on alternate Fridays. If school is not scheduled to be in session on a designated Friday, payment will be made on the scheduled school day closest to the designated Friday. The final paycheck will be made on the next regular payroll cycle after the last contract day worked.

675 In no case shall the final installment be paid until the contract has been fulfilled to the satisfaction of the Superintendent. When an employee enters or leaves the employment of the school district during the contract year, the salary due shall be that proportion of the contract salary that the number of days served is of 185 days.

680 During the month of June, employees shall be offered the option of receiving the twenty-two salary payments in either of the two following ways: A) each payment at 1/22 of the annual salary rate, or B) the first twenty-one payments at 1/26th of the annual salary rate and the twenty-second payment at 5/26ths of the annual salary rate.

685 Returning employees shall be required to select an option for payment no later than July 1, with the understanding that they may change their selection between July 1 and August 15. New teachers shall be required to select an option for payment no later than August 15. Employees entering the school system after August 15 shall be required to receive payment in accordance with the option which calls for equal payments for the balance of the contract year.

## **H. Annuity**

690 The Board will match an annuity contribution by each employee who is not on the  
top step of the salary schedule up to two percent (2%) of the employee's salary. For  
employees on the top step of the salary schedule, the Board will match an annuity  
contribution by each employee up to three percent (3%) of the employee's salary.  
The Board's contribution will be made to a retirement plan provider of the employee's  
695 choice as included on a list of responsible providers, approved and maintained by the  
business office. Payments will be made each pay period beginning at the start of the  
school year. Enrollment in the program must be completed by August 31 in order  
to receive the full year's benefit. Matching contributions by the Board for employees  
who enroll after this date will be on a pro rata basis.

## **I. Longevity**

700 An employee who has completed fifteen (15) years or more of continuous service  
to the district by the end of the 1996-1997 school year shall receive during each  
succeeding year of continuous service, a longevity increment of four hundred and  
fifty dollars (\$450) beyond the maximum step of the teacher's track on the salary  
schedule. A sabbatical or leaves of absences defined elsewhere in this contract  
705 shall not constitute an interruption of continuous service, but it will not be credited  
toward the total years of service required for eligibility for longevity. An employee will  
also not be entitled for a longevity payment during any year in which he/she is on a  
sabbatical leave of absence.

## **J. Early Retirement**

710 After a minimum of twenty (20) years of service in the district, an employee meeting  
the minimum eligibility requirements of the New Hampshire or Vermont Retirement  
system may enroll in the following program. Part-time employees are eligible for the  
full extent of this program without pro-ration if they have the equivalent of twenty (20)  
years of full time service.

- 715 1. Early retirement must occur no later than June 30 of the school year in which the employee reaches age sixty-two (62) and the employee must be at least 55 years of age by September 1 in the first year of early retirement.
- 720 2. An employee electing to retire early shall notify the School Board of his/her intent to retire early by submitting a letter of resignation to the SAU office no later than November 1 requesting early retirement effective July 1 of the following calendar year. This letter represents a commitment which cannot be withdrawn after January 5th of the following year. Notices of early retirement submitted at other times may be considered at the discretion of the Superintendent. If there are multiple applicants, at least three (3) requests per year, per school, shall be approved by the School Board. Those teachers with the greatest seniority in each school will be given first consideration. Second consideration will be given in order of filing date if employees of equal seniority apply. If a teacher is not granted early retirement for the year of initial request and reapplies the following year, that teacher will be placed ahead of any other teachers requesting early retirement at a later date. The approval of early retirement shall be treated as a voluntary termination and the teacher shall have no guarantee to continue teaching in the Districts after that date.
- 730 3. The early retirement stipend shall be equal to one hundred fifty percent (150%) of Track I, Step 1 of the Salary Schedule in effect during the last year of the employee's employment, and shall be paid in equal monthly installments over a period of seven (7) years, commencing with the month following the retirement date. Retirees may designate a beneficiary to whom payments will be made in the event of death before the complete payment of the stipend. In the case of no designated beneficiary, payments will be made to the estate of the deceased retiree.
- 740 4. Employees who retire early in accordance with this section shall be eligible for two person medical insurance in accordance with the rules of the carrier, until the retired employee becomes eligible for Medicare. Coverage shall be under the same plan(s) available to employees in the District, except that Vermont State

745 Teacher Retirement System (VSTRS) eligible retirees may enroll in any of the  
Health Care Benefit Plans offered by the VSTRS on any open enrollment date.  
Beginning in the 2010-2011 contract year, for employees who retire in accor-  
dance with this section, for the first seven (7) years of their retirement, the Board  
will contribute ninety percent (90%) of the cost of the premium for the HMO op-  
750 tion available to the retiree, reduced by contributions by the Retirement System  
intended to offset the cost of medical insurance for retirees.

After seven (7) years of retirement in accordance with this section, the Board  
will contribute seventy-five percent (75%) of the cost of the premium for the HMO  
option available to the retiree, reduced by contributions by the Retirement System  
intended to offset the cost of medical insurance for retirees.

755 Employees who retire early in accordance with this section who choose not to ac-  
cept the medical benefit outlined in this paragraph will receive \$500 per year paid  
by the Board until the retired employee becomes eligible for Medicare. Employ-  
ees choosing this option will receive this payment at the same time that active  
employees receive such a payment.

760 5. Beginning in the 2010-2011 contract year, for employees who retire in accor-  
dance with this section and are covered by VSTRS Health Benefit Plans, the  
District will compensate the retirees directly, for the first seven (7) years of retire-  
ment in accordance with this section, the equivalent of ninety percent (90%) of  
765 the retiree's yearly share of the VEHI Insurance Premium for the HMO-equivalent  
VSTRS plan. After seven (7) years of retirement in accordance with this section,  
the Board will contribute seventy-five percent (75%) of the retiree's yearly share  
of the VEHI Insurance Premium for the HMO-equivalent VSTRS plan. In addi-  
tion, the District will compensate the retiree 30% of a retiree's share of a HMO-  
equivalent VEHI yearly premium for federal and state taxes. The equivalent of  
770 ninety percent (90%), or seventy-five percent (75%) after the seventh year, of the  
monthly premium plus one twelfth (1/12) of applicable federal and state taxes  
will be paid to the retiree each month and will continue until the retiree becomes  
eligible for Medicare.

775 For employees who retire in accordance with this section in the 2010-2011 contract year or later, the District's yearly cost for the retiree's health premium plus federal and state taxes shall not exceed ninety percent (90%), (or seventy-five percent (75%) after the seventh year of retirement), of the yearly premium for a comparable medical insurance plan offered to a full-time professional employee.

780 Once enrolled in one of the VSTRS Health Care Benefit Plans, a retiree cannot re-enroll in any of the health plans offered to the Dresden School District professional employees. Therefore, any retiree enrolling in one of the VSTRS Health Care Benefit Plans under the Dresden-Hanover Contract will be covered by this provision until she/he becomes eligible for Medicare.

**ARTICLE 10: VOLUNTARY DUES DEDUCTION**

785 Upon receipt of written authorization, signed by the employee, the Board shall deduct an amount to provide monthly payment of dues for membership in the Hanover Education Association, New Hampshire Education Association, and the National Education Association from the regular salary check of such employee each month and that the amount so deducted pursuant to such authorization of the employee shall be promptly remitted directly to the Hanover Education Association.

790 Such authorization for deduction of dues shall continue in full force and effect with the Board until the HEA or the employee submits a written revocation of such authorization to the Board not less than thirty (30) days prior to the effective date of such written revocation.

**ARTICLE 11: RIGHTS OF THE PARTIES**

795 For as long as the HEA legally represents the members of the bargaining unit for purposes of collective negotiations, the Board agrees not to negotiate terms and conditions of employment with any teachers' group other than the Association. This shall not prevent the Board from communicating or consulting with any individual

teacher or group of teachers for any purpose the Board shall deem desirable in the discharge of its responsibilities. Nor shall the Board be prevented from exercising the management rights contained in RSA 273-A.

The HEA and its representatives shall have the right to use the school buildings at all reasonable hours for meetings, provided such meetings not occur during regular school hours, and to use non-expendable school facilities and equipment without charge when such equipment is not otherwise in use. Expendable equipment and materials shall be paid for at cost by the HEA.

Those members of the bargaining unit so designated by the HEA shall be permitted to place notices, circulars and other materials in the teachers' mailboxes, or district email, and to post notices on the bulletin board in the teachers' common room of each building, and such a bulletin board will be provided in each school building. The activities, with the administrative officer in charge of such orientation having ultimate responsibility for its scheduling.

At the beginning of each year of this Agreement, up to six (6) days will be credited to members of the HEA to conduct association business. Such days would be granted at the discretion of the president of the HEA. An additional three days may be taken for HEA business upon the approval of the Superintendent. In addition, upon application, a leave of absence of up to one (1) year shall be granted to any employee for the purpose of serving as an officer of a state or national association; such employee will resume his or her position upon return at the same position of the salary schedule he or she held at the beginning of the leave, without accrual of benefits.

There shall be no reprisals by either the Board or the HEA against any employee by reason of their membership or lack of membership in the HEA or participation in its lawful activities, nor shall reprisals be taken against an employee as a result of their participation in the grievance or arbitration procedure provided by this Agreement.

## **ARTICLE 12: ANNEXATION**

In the event that a District shall be combined with one or more districts, the Board

825 assures the continued employment of current employees in the consolidated district through the first full year of operation of the newly constituted school district. In addition, employees are guaranteed rights of continuing contract and all fringe benefits, including accumulation of same, as were in effect in the previously constituted legal entity.

### **ARTICLE 13: SAVING CLAUSE**

830 If any provision of this Agreement or any application of this Agreement shall be found contrary to law, then such provision or applications shall not be deemed valid of subsiding, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

835 If such a provision or application is deemed invalid, either party may request that negotiations be instituted, with these negotiations limited only to the provision or applications concerned.

### **ARTICLE 14: REDUCTION-IN-FORCE**

A. It is recognized by the HEA that the school administration and the Board have the sole authority and responsibility for determining the numbers and classifications of employees to be employed in the districts.

840 B. In the event of a reduction in force in which one or more positions are eliminated or discontinued, the Boards shall lay off the necessary number of employees in the classifications affected. Non-Continuing Contract Staff (all categories) are not covered by any RIF provision under Article 17. Retirements, resignations, and non-renewals among non-continuing contract personnel will first be  
845 reviewed to determine if the staff is reduced in sufficient number in this manner to avoid further release of personnel. Personnel who have achieved continuing contract status in the Hanover/Dresden School Districts in accordance with New Hampshire General Statutes shall not be released until all non-continuing

850 contract personnel within the position designated for reduction have first been released. Further, continuing contract personnel shall be permitted to displace non-continuing contract personnel in other positions provided they are fully qualified for such positions. Qualification shall be determined (1) by certification and (2) by demonstrated teaching ability as shown by evaluations.

855 For the purpose of the lay off procedure, classification will be defined as “elementary teacher”, “middle school teacher by subject matter taught”, “secondary teacher by subject matter taught”, and “special subject area teacher by specialty taught”.

860 Normally, following a reduction in force, a reassignment of employees will be affected within one school building (i.e., within Ray School only, within Richmond School only, or within Hanover High school only). In the case of the Ray School, the normal practice will be to move no employee more than two grades higher or lower in the process of reassigning employees following a reduction in force.

865 If continuing contract personnel must be released, a review will be made of the performance and ability as well as the length of service in the school district of the continuing contract personnel in positions to be reduced. If the performance and ability among continuing contract personnel in the area of reduction is substantially equivalent, the teacher having the longest length of service in the school district shall be given preference for continued employment. However, when there is, in the judgment of the administration, a clear difference in performance and ability, the more capable teacher shall be retained. In such a case, the Superintendent shall meet and confer with representatives of the HEA to review and discuss the proposed lay off. For the purposes of reductions in force, employees that transfer from one district to the other (Dresden to Hanover or vice versa) shall retain any tenure and seniority enjoyed prior to the transfer.

875 Tenured employees affected by the reduction in force shall be placed on the recall list and offered the first open position which becomes available within the next three calendar years provided they are qualified and certified by the State Department

of Education to fill such a position. Such employees shall be recalled in order of seniority in the Hanover/Dresden School Districts.

880 Previously employed continuing contract employees who return to their positions within the specified three year period shall resume employment by the Districts at no less than the step and track position that they occupied when the positions previously held were terminated.

885 For employees to be placed upon the recall list, they must have given a written notification to the Superintendent at the time of lay off stating that they wish to have their names placed upon the recall list for consideration for future job openings. In addition, these employees must re-notify the School Districts by January 1 of the next school year that they still wish to be considered for the job openings. Such rights for recall shall remain in effect for up to three (3) school years following the lay off as long as the employees comply with the procedure noted above.

890 In the event that an employee on lay off on the recall list refuses to accept an offer for re-employment, he/she shall forfeit all rights to the recall. Employees offered re-employment under the recall provisions must give written acceptance of such recall within seven (7) calendar days of receipt of the job offer or forfeit all rights to such a position.

895 For the purposes of this procedure, length of service shall be determined based upon the employee's date of hire in the school district.

900 It is agreed by the parties that the lay off procedure agreed to shall be subject to the Appeals Procedure (Policy GAE) which would apply to any question which might arise under this provision and this Appeals Procedure (Policy GAE) as it applies to lay off provision in the contract shall remain in effect for the duration of the collective bargaining agreement. It is further agreed that the Appeals Procedure (Policy GAE) will include a specific reference that questions involving the lay off procedure may be processed under the Appeals Procedure (Policy GAE).

## **ARTICLE 15: DISCIPLINARY ACTION**

905 No reprimand, suspension, or dismissal shall become a part of a continuing contract teacher's written employee record without just cause. This provision shall not, however, apply to evaluations of teachers made pursuant to Article 5. All written material forming the basis for such reprimand, suspension, or dismissal will be made available to the teacher prior to any hearing.

910 A written reprimand issued to a continuing contract teacher shall include description of the alleged deficiency and shall indicate the expected correction. This shall not apply, however, to ordinary suggestions, corrections, directives, and advice given to teachers by administrators in their regular management of the schools without any entry into the teacher's written employee record.

915 All reprimands becoming part of a continuing contract employee's written record shall be signed by the employee. Said signature does not necessarily indicate agreement. Employees shall have the right to affix written material offering different perspectives to the written reprimand.

## **ARTICLE 16: STAFF DEVELOPMENT FUNDING**

920 The Board agrees to reimburse each employee up to \$1,500 for the cost of activities approved by the Staff Development Committee. The districts will budget a total of \$130,000 per year of the contract for staff development purposes. If by May 1 not all of the \$130,000 allowance has been used, the excess balance will be divided among the teachers who requested reimbursement, but due to the \$1,500 cap, were not reimbursed fully. The excess reimbursement will be allocated to teachers based on their pro-rata expense that had not been reimbursed.

## **ARTICLE 17: STAFF ENRICHMENT GRANTS**

925 The School Board agrees to provide a fund to be used for Enrichment Grants, avail-

able to all employees as follows:

- A. Employees may submit a grant proposal for up to a maximum of \$5,000.
- B. Grants are to be used for purposes which will enrich the teaching of the recipients, and further the educational goals of the district. Grants may be used for purposes defined in the District's Staff Development Plan, "Enrichment Grants" Applications for grants shall be filed by the second school day after January 1. The committee shall act on all applications by February 1, but may award conditional approval pending modifications to the application to be completed by March 1.
- C. Grants will be awarded by the Central Staff Development Committee. Employees applying for a grant must submit a comprehensive proposal outlining their plan. Grants shall be awarded only by a majority vote of the CSDC. In the case of more than \$30,000 of worthy proposals being submitted, grants will be awarded first to employees who have not previously received a grant.
- D. The Superintendent will annually provide the Board with a listing of the grants and the amounts awarded. Within ninety (90) days after completing a project funded with a grant under this section, the employee shall submit to the Central Staff Development Committee a full written evaluation of the grant which addresses how the project met the goals, objectives, and evaluative criteria offered in the original submission in the grant. No final grant payments will be made to employees without CSDC's approval of the employee's evaluation of his/her grant. The CSDC shall review this report and determine if the goals were met. The CSDC may make recommendations to the individual as to how to meet the goals of the proposal and how to report this accomplishment. The CSDC may require to the employee to resubmit written reports.
- E. A total of \$30,000 shall be budgeted each year for Enrichment Grants.
- F. Funds shall be disbursed on the same guidelines as other SDC funds except that funds allocated each fiscal year may be disbursed during the year for which

grants were budgeted and the following fiscal year.

**ARTICLE 18: SALARY SCHEDULE**

955 Effective July 1, 2019 a percentage increase of two percent (2%) will be applied to the 2018–2019 salary schedule.

Effective July 1, 2020 a percentage increase of two percent (2%) will be applied to the 2019 – 2020 salary schedule.

960 Effective July 1, 2021 a percentage increase of two percent (2%) will be applied to the 2020–2021 salary schedule.

**ARTICLE 19: DURATION**

This agreement shall commence on July 1, 2019, and shall continue in full force and effect until twelve (12) o'clock midnight June 30, 2022.

## SALARY SCHEDULES

2018 – 2019

	Track 1	Track 2	Track 3	Track 4	Track 5	Track 6	Track 7	
STEP	BA	BA+15	BA+30	MA BA+45	MA+15	MA+30	MA+60 PHD	
1	45,167	47,424	48,777	50,135	51,942	53,296	57,187	
2	47,199	49,640	51,113	52,600	54,478	55,936	59,293	
3	49,231	51,858	53,445	55,067	57,017	58,577	62,091	
4	51,264	54,077	55,781	57,534	59,552	61,217	64,889	
5	53,295	56,292	58,116	59,998	62,090	63,855	67,687	
6	55,329	58,508	60,452	62,466	64,625	66,495	70,487	
7	57,361	60,728	62,783	64,932	67,163	69,134	73,282	
8	59,391	62,943	65,118	67,397	69,700	71,775	76,082	
9	61,424	65,161	67,452	69,866	72,237	74,415	78,881	
10		67,379	69,786	72,330	74,773	77,056	81,679	
11		69,596	72,120	74,795	77,311	79,696	84,479	
12		71,814	74,457	77,264	79,846	82,335	87,276	
13			76,782	79,728	82,383	84,974	90,073	
14				82,202	84,911	87,623	92,880	
14*	Old Track 7 (closed)							95,752

2019 – 2020

	TRACK 1	TRACK 2	TRACK 3	TRACK 4	TRACK 5	TRACK 6	TRACK 7	
STEP	BA	BA+15	BA+30	MA BA+45	MA+15	MA+30	MA+60 PHD	
1	46,070	48,372	49,753	51,138	52,981	54,362	58,331	
2	48,143	50,633	52,135	53,652	55,568	57,055	60,479	
3	50,216	52,895	54,514	56,168	58,157	59,749	63,333	
4	52,289	55,159	56,897	58,685	60,743	62,441	66,187	
5	54,361	57,418	59,278	61,198	63,332	65,132	69,041	
6	56,436	59,678	61,661	63,715	65,918	67,825	71,897	
7	58,508	61,943	64,039	66,231	68,506	70,517	74,748	
8	60,579	64,202	66,420	68,745	71,094	73,211	77,604	
9	62,652	66,464	68,801	71,263	73,682	75,903	80,459	
10		68,727	71,182	73,777	76,268	78,597	83,313	
11		70,988	73,562	76,291	78,857	81,290	86,169	
12		73,250	75,946	78,809	81,443	83,982	89,022	
13			78,318	81,323	84,031	86,673	91,874	
14				83,846	86,609	89,375	94,738	
14*	Old Track 7 (closed)							97,667

2020 – 2021

	<b>TRACK 1</b>	<b>TRACK 2</b>	<b>TRACK 3</b>	<b>TRACK 4</b>	<b>TRACK 5</b>	<b>TRACK 6</b>	<b>TRACK 7</b>	
<b>STEP</b>	BA	BA+15	BA+30	MA BA+45	MA+15	MA+30	MA+60 PHD	
1	46,992	49,340	50,748	52,160	54,040	55,449	59,497	
2	49,106	51,645	53,178	54,725	56,679	58,196	61,688	
3	51,220	53,953	55,604	57,292	59,320	60,944	64,599	
4	53,335	56,262	58,035	59,858	61,958	63,690	67,511	
5	55,448	58,566	60,464	62,422	64,598	66,435	70,422	
6	57,564	60,872	62,894	64,990	67,236	69,181	73,335	
7	59,678	63,181	65,319	67,555	69,876	71,927	76,243	
8	61,790	65,486	67,749	70,120	72,516	74,675	79,156	
9	63,906	67,794	70,177	72,689	75,155	77,421	82,068	
10		70,101	72,605	75,252	77,794	80,169	84,979	
11		72,408	75,034	77,817	80,434	82,916	87,892	
12		74,715	77,465	80,385	83,072	85,661	90,802	
13			79,884	82,949	85,711	88,407	93,712	
14				85,523	88,341	91,163	96,632	
14*	Old Track 7 (closed)							99,620

**2021 – 2022**

	<b>TRACK 1</b>	<b>TRACK 2</b>	<b>TRACK 3</b>	<b>TRACK 4</b>	<b>TRACK 5</b>	<b>TRACK 6</b>	<b>TRACK 7</b>	
<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA BA+45</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+60 PHD</b>	
1	47,932	50,327	51,763	53,204	55,121	56,558	60,687	
2	50,088	52,678	54,242	55,820	57,812	59,360	62,922	
3	52,244	55,032	56,716	58,438	60,507	62,162	65,891	
4	54,402	57,387	59,195	61,056	63,197	64,964	68,861	
5	56,557	59,738	61,673	63,670	65,890	67,763	71,830	
6	58,716	62,089	64,152	66,289	68,581	70,565	74,801	
7	60,872	64,445	66,626	68,906	71,274	73,366	77,767	
8	63,026	66,796	69,104	71,522	73,966	76,168	80,739	
9	65,184	69,149	71,581	74,142	76,658	78,970	83,709	
10		71,503	74,057	76,757	79,350	81,772	86,678	
11		73,856	76,534	79,373	82,043	84,574	89,650	
12		76,210	79,014	81,993	84,733	87,375	92,618	
13			81,482	84,608	87,425	90,175	95,586	
14				87,233	90,108	92,986	98,565	
14*	Old Track 7 (closed)							101,613

## APPENDIX

### CIGNA With Choice

## SCHOOLCARE Yellow Open Access

Choice Fund

### SUMMARY OF BENEFITS

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

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

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# SCHOOLCARE Yellow Open Access

Choice Fund

BENEFITS	YELLOW OPEN ACCESS (In-Network Benefits Only)
HEARING TESTS	Deductible, then 20% to the Out of Pocket Maximum
EMERGENCY & URGENT CARE <i>(Medically Necessary and Worldwide)</i> Hospital Emergency Room Urgent Care Facility	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
MENTAL HEALTH/SUBSTANCE USE DISORDER OUTPATIENT (Physician's office) INPATIENT HOSPITALIZATION AND OUTPATIENT FACILITY (Prior authorization required)	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
PRESCRIPTION DRUGS Cigna Participating Pharmacies Go to <a href="http://Cigna.com/Rx90network">Cigna.com/Rx90network</a> for listing of 90-day network retail pharmacies  Certain Preventive Generic Drugs including oral contraceptives (generic): \$0 (Prior authorization and step therapy are required for some drugs)	Retail - up to 90-day supply: Deductible, then 10% to the Out of Pocket Maximum‡ Mail Order – up to 90-day supply: Deductible, then 10% to the Out of Pocket Maximum‡ available only through Cigna Home Delivery mail order Specialty Drugs: 30-day supply only, filled through Cigna Home Delivery mail order ‡\$75 cap per prescription after deductible
PHYSICAL, OCCUPATIONAL AND SPEECH THERAPIES OUTPATIENT: short-term rehab, up to 60 days per person/per plan year, includes PT, OT, ST and cardiac rehab (Combined maximum). INPATIENT (Prior authorization required)	Deductible, then 20% to the Out of Pocket Maximum  Deductible, then 20% to the Out of Pocket Maximum
CHIROPRACTIC CARE 20 days per person/per plan year	Deductible, then 20% to the Out of Pocket Maximum
ACUPUNCTURE† <i>(In or Out of Network)</i> 12 days per person/per plan year †Coverage based on Cigna medical guidelines.	Deductible, then 20% to the Out of Pocket Maximum
DURABLE MEDICAL EQUIPMENT	Deductible, then 20% to the Out of Pocket Maximum
EXTERNAL PROSTHETIC APPLIANCES	Deductible, then 20% to the Out of Pocket Maximum
OTHER BENEFITS ORAL SURGERY <i>(accidents only)</i> REMOVAL OF BONEY IMPACTED WISDOM TEETH SKILLED NURSING CARE <i>(100 days per person/per plan year maximum)</i> AMBULANCE <i>(if not a true emergency, services are not covered)</i> BLOOD TRANSFUSIONS HOME HEALTH SERVICES	All other covered services subject to plan year deductible and 20% coinsurance to the out-of-pocket maximum for the plan year.
<b>GOOD FOR YOU!</b> by SCHOOLCARE HEALTH AND WELLNESS INCENTIVES, EMPLOYEE ASSISTANCE PROGRAM	Included – up to \$800 for subscriber and \$400 for spouse

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## CIGNA NO Choice

### SCHOOLCARE Yellow Open Access

#### SUMMARY OF BENEFITS

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

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

## SCHOOLCARE Yellow Open Access

BENEFITS	YELLOW OPEN ACCESS (In-Network Benefits Only)
HEARING TESTS	Deductible, then 20% to the Out of Pocket Maximum
EMERGENCY & URGENT CARE <i>(Medically Necessary and Worldwide)</i> Hospital Emergency Room Urgent Care Facility	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
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PRESCRIPTION DRUGS Cigna Participating Pharmacies Go to <a href="http://Cigna.com/Rx90network">Cigna.com/Rx90network</a> for listing of 90-day network retail pharmacies  Certain Preventive Generic Drugs including oral contraceptives (generic): \$0 (Prior authorization and step therapy are required for some drugs)	Retail - up to 90-day supply: Deductible, then 10% to the Out of Pocket Maximum† Mail Order – up to 90-day supply: Deductible, then 10% to the Out of Pocket Maximum‡ available only through Cigna Home Delivery mail order Specialty Drugs: 30-day supply only, filled through Cigna Home Delivery mail order ‡\$75 cap per prescription after deductible
PHYSICAL, OCCUPATIONAL AND SPEECH THERAPIES OUTPATIENT: short-term rehab, up to 60 days per person/per plan year, includes PT, OT, ST and cardiac rehab (Combined maximum). INPATIENT (Prior authorization required)	Deductible, then 20% to the Out of Pocket Maximum  Deductible, then 20% to the Out of Pocket Maximum
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ACUPUNCTURE† <i>(In or Out of Network)</i> 12 days per person/per plan year †Coverage based on Cigna medical guidelines.	Deductible, then 20% to the Out of Pocket Maximum
DURABLE MEDICAL EQUIPMENT	Deductible, then 20% to the Out of Pocket Maximum
EXTERNAL PROSTHETIC APPLIANCES	Deductible, then 20% to the Out of Pocket Maximum
OTHER BENEFITS ORAL SURGERY <i>(accidents only)</i> REMOVAL OF BONEY IMPACTED WISDOM TEETH SKILLED NURSING CARE <i>(100 days per person/per plan year maximum)</i> AMBULANCE <i>(if not a true emergency, services are not covered)</i> BLOOD TRANSFUSIONS HOME HEALTH SERVICES HOSPICE	All other covered services subject to plan year deductible and 20% coinsurance to the out-of-pocket maximum for the plan year.
<b>GOOD FOR YOU!</b> by SCHOOLCARE HEALTH AND WELLNESS INCENTIVES, EMPLOYEE ASSISTANCE PROGRAM	Included – up to \$800 for subscriber and \$400 for spouse

**SIGNATURES**

**For the Hanover Education Association**

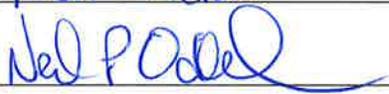
Name, Title Elizabeth Murray, HEA President

Signature 

Date 4/25/19

**For the Dresden School Board**

Name Neil Odell

Signature 

Date 5/6/2019

**For the Hanover School Board**

Name 

Signature 

Date 5/6/2019