

**Hanover School Board  
Dresden School Board**

**and**

**Hanover Education Association**

**Contract for the  
School Years**

**2022-2023**

**2023-2024**

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## **ARTICLE 1: DEFINITIONS**

The following definitions shall apply in this document:

- A. Employee includes any individual as outlined in Article 2 paragraph one, 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 (Boards), the State of New Hampshire, or both. A part-time employee is an individual whose assignment is less than the usual school day, 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 on its behalf.
- D. Pursuant to RSA 273-A, it is the obligation of the public employer and the employee organization, certified by the Boards 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, if 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.
- F. Normal school year means a school year consisting of 185 days. The first day of work shall not be prior to the third Monday in August and the last day will occur by June 30th.
- G. Staff Development Committee (SDC). The combination of the Building Staff Development Subcommittees and the Central Staff Development Committee.
- 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 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. Any reference to days or hours shall be pro-rated for part-time staff.

K. Shared staff shall be defined as a certified educator who is under contract to work in multiple buildings or districts within School Administrative Unit 70. A shared staff teacher shall receive planning time in accordance with the building practice (i.e. if a 40% non-shared staff teacher at RMS gets 1 hour per day of planning time, then a 40% shared staff teacher would also get 1 hour per day of planning time.)

Shared staff employees who work over 80% of an FTE schedule will be required to attend staff meetings at the location they are contracted for the majority of their schedule.

Shared staff employees will have any duties modified to allow them to travel between buildings.

At no time will an employee be required to work in more than 2 locations.

## **ARTICLE 2: RECOGNITION**

The Boards recognize 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, school counselors, special education teachers, art, music, psychologist, physical education, media generalists, technology coordinators, school nurses, occupational therapists, speech and language pathologists, and mental health and drug and alcohol counselors, 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.

The Boards acknowledge the contribution of the HEA as one which enhances the educational opportunities for all students served in the schools of the district.

The Boards recognize 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 recognition shall not preclude the Boards from communicating with, consulting with or dealing with any individual employee or group of employees for purposes the school boards shall deem desirable in the discharge of its responsibilities, nor shall it preclude any employee from appearing before the school boards to be heard, but 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 Boards agree to enter into negotiations in a good faith effort to reach agreement on those matters concerning terms and conditions of employment.

- 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 Boards and the Association. Failure to secure the Association's ratification or gain the approval of the Boards or voters in either District shall invalidate the agreement and the parties shall resume negotiations.
- 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 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 Arbitration Association to appoint a fact finder who shall make the report findings of 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 findings and recommendations shall be submitted to the full membership of the employee organization and to the board of the public employer, each of which shall 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, their findings and recommendations shall be submitted to the legislative body of the public employer, which shall vote to accept or reject so much of the recommendations as permitted by law.

If the impasse is not resolved following the action of the legislative body, negotiations 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 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 regarding cost items.

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

- 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 Boards and the Association.

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

The following definition 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:
  - 1. Any complaint by a probationary teacher which comes about by reason of not being re-employed.
  - 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 Boards authority or limited to unilateral action by the Boards alone.
- B. Grievant shall mean an employee or the HEA submitting the grievance.
- 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 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.
- 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.
- 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.
- 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 their appeal.
- 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.

- 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 Boards or a committee thereof. The appeal shall be submitted in writing to the Chairs of the Boards and the Superintendent, who shall forward all related papers to the Boards or a committee thereof, with a copy to the Association.
- I. The Boards, or a committee thereof, shall grant the grievant a hearing within fifteen (15) school days of the Chairs of the Boards' receipt of the appeal. Both parties will be allowed counsel.
- J. The Boards, 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.
- K. If the decision of the Boards 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 Boards 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.
- 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.
- 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.
- 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.
- 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.
- R. The meetings with the principal and the Superintendent shall not be open to the public. The hearing before the Boards or committee thereof shall be closed unless the grievant chooses to open such hearing to the public.

## **ARTICLE 5: EMPLOYEE EVALUATION**

- A. In the event that changes to the Boards' evaluation policy are necessary, either the HEA or the Boards may request review of the evaluation policies (listed below) at negotiations. If changes

or reviews are requested outside of negotiations, the parties may mutually agree to convene a joint committee consisting of administration, Boards and HEA representatives (in equal numbers) to review the evaluation procedures and make recommendations for possible modifications to Boards 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.

- B. It is recognized by the HEA that the school administration and the Boards have the sole authority and responsibility for all matters relating to evaluation except for those procedural aspects of evaluation enumerated in Boards Policies GCO, GCO-E, and GCO-R.
- 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.
- E. Upon recognition of deficiencies in performance, assistance shall be immediately offered to an employee to guide the individual toward a solution of the deficiencies.
- 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.
- 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 Boards 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 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 annual stipend of \$1,000, prorated for partial year assignments. 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 evaluator may give suggestions and discuss concerns with the mentor that might be helpful in the mentor's work with the teacher. Confidentiality 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 of employee's contract for the next school year.
- J. Each employee shall receive a written copy of their 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 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 unjust, said employee may put their objections in writing and have them attached to the evaluation or status report to be placed in the employee's personnel file.

- K. An employee shall have the right, upon request, to review the contents of their SAU personnel file and receive copies of any documents contained therein. An employee shall be entitled to have a representative of the HEA accompany them during such a review.
- L. No material derogatory to an employee's conduct, service, character or personality shall be placed in the personnel file unless and until the employee has had a reasonable opportunity to review the material. The employee shall acknowledge review of such material by signing the copy to be filed with the express understanding 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 their comment shall be acknowledged by the Superintendent or designee and attached to the file copy.
- M. Final evaluation of an employee upon termination of their 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.
- N. The parties agree that grievances arising from evaluation are limited to evaluation procedures and methods of implementation.

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

### **A. Bereavement Leave**

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

The Superintendent may at their 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 statute or by marriage. For the death of a more distant relative or friend, an employee 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**

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 they/their

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 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 their 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 their regular salary which will, together with their jury duty compensation, equal their 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 I. 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**

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**

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.

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 Boards will continue to pay the Boards' 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**

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**

The Dresden and Hanover School Boards shall award one (1) sabbatical leave in the 2022-2023 school year and every other school year thereafter, 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. The Superintendent shall forward the recommendation of the CSDC to the Dresden School Boards and to the Hanover School Boards 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 granted a sabbatical leave shall sign a contract acknowledging their responsibility for two years of service to the district upon their 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 Boards approval, to reimburse the district in an amount equal to the sabbatical stipend and any additional legal costs that may occur. If the individual remains in the district for only one year, the individual may be required, at the recommendation of the superintendent and upon Boards 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 employee. On return from sabbatical leave, the employee is responsible for submitting a 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 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 district 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**

Sick leave with full compensation shall be granted to each employee as required in accordance with the employee's health. The Superintendent, at their 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.

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.

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-continuing contract employee at the beginning of their 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.

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 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.

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.

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**

The Superintendent, at their 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 their intent to return.

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. Employees on a Leave of Absence from SAU 70 or its subsidiary districts shall seek approval from the Superintendent prior to accepting employment in a public or private school in the United States. Failure of the employee to receive approval prior to beginning work in another district will result in the employee forfeiting their rights under this article and will result in an immediate termination by the Boards.

Employees who receive a full year leave of absence must notify the Superintendent of their intent to return for the following school year by February 1st of the school year in which the employee is on leave. Employees who receive a partial year leave of absence will be given a date by which the Superintendent must be notified of their intent to return when their leave is approved. Failure of an Employee to notify the Superintendent of intent to return will constitute a resignation from their position and employment will end when the leave has expired.

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

## **ARTICLE 7: PART-TIME EMPLOYEES**

- A. Definition: A part-time employee is an individual whose assigned duties require them 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 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 14.
- 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 Equivalent) than that amount assigned in their current years' contracts without activating any provision of RIF under Article 14.

Exceptions to the above paragraph are as follows:

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 14 shall apply in order to sustain up to a 0.40 FTE position. Article 14 provisions shall not apply once a 0.40 FTE status is acquired through the exercise of Article 14 provisions.
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 14 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 14 except in the case of number 1 above.)

- 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**

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 Boards and the HEA.

### **A. Medical**

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 Boards except as noted in the following paragraphs. The premium for the medical insurance will be pro-rated for employees working less than full time.

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.

The school boards 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 Boards of these deficiencies and the Boards 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.

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

2022 -- 2023: 10%

2023 -- 2024: 11%

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 an annual cash in lieu payment of \$1,500, prorated if applicable, paid by the Boards on a bi-weekly basis.

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 Boards and employees on the same percentages as health insurance premiums.

### **B. Dental**

Employees will be eligible on a pro-rata basis to receive single person dental insurance from Delta Dental of New Hampshire paid by the Boards (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 Boards at no cost to the employee.

The benefits provided are as follows:

Group Term Life \$100,000

Accidental Death & Dismemberment \$100,000

### **D. Disability Insurance**

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.

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 accommodation.

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.

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.

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**

The Boards 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**

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 of the next school year, proportionate to the credited years of prior experience.

#### **B. Placement**

Beginning July 1, 2022 initial placement on the salary schedule shall be determined by the superintendent of schools on the basis of education and prior years of experience. All prior work history and educational attainment must be verifiable for step and track credit. All step placement credit for education and experience shall be on a one year equals one step basis with step placement equal to years of experience plus one. For example, a teacher with no experience shall be placed on step one, whereas a teacher with five years of experience shall be placed on step six. Full time certified public school teaching experience elsewhere shall be considered of equal value to the same amount of experience in the Dresden or Hanover School Districts for all teachers who have held teaching positions for three consecutive years, within the last five years, immediately preceding employment in the Dresden or Hanover School Districts, or who have maintained their teacher certification continuously since their last 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 employment 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 placement on step shall not be reduced more than five years below the total number of years of full time certified public school



experience. All placements prior to July 1, 2022 shall be consistent with the applicable language of the operative collective bargaining agreement.

The Superintendent may extend credit for non-certified teaching experience in a college, university, accredited private school or other educational institution. Student teaching, intern work, and substitute work is not recognized when counting years of service; ½ year credit is awarded for each year of experience at private, independent, and international schools. 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 under 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 individual 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 Superintendent 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 Boards. It shall be based on demonstrated competency as evidenced by written evaluation outlined in Article 5. Given such competency, each teacher will 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 they expect to be eligible for approval for movement to new track 7, the requirement for advancement shall be based on one of the following:

- A. 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.

- B. 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 meet monthly to review and document progress on the employee development plan. The withholding will commence at the beginning of the subsequent school year only if the employee was unsuccessful in meeting the requirement of the improvement plan.

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 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 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 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**

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 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**

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.

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.

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.

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**

The Boards 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 Boards will match an annuity contribution by each employee up to three and one half percent (3.5%) of the employee's salary. The Boards' contribution will be made to a retirement plan provider of the employee's choice as included on a list of responsible providers, approved and maintained by the business office. Payments will be made each pay period as long as the employee is enrolled.

## **I. Early Retirement**

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.

- 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. Employees electing early retirement must be actively engaged in their duties onsite at one of the District locations. Employees on a medical leave of absence who are otherwise qualified may appeal to the Superintendent for an exception to the requirement that they be actively engaged in their duties onsite.
- 2) An employee electing to retire early shall notify the Superintendent and Human Resources Department of their 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 Boards. 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.
- 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.
- 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 or their spouse becomes eligible for Medicare as outlined below:
  - a. Employees already retired as of July 1, 2022, who elect two-person medical insurance in accordance with this section must submit proof of age for both parties who will be on the insurance. In the event that one member of a retired employee's two-person plan becomes eligible for Medicare, the retired employee shall be moved from a two-person plan to a single-person plan and the spouse shall be moved to the SchoolCare 65+ Traditional Supplement Plan with Prescription if the employee retires under the NH system and a comparable plan with prescription provided by VSTRS if the employee retires under the VT system. The District shall pay seventy-five (75%) of the cost of

this Supplement Plan with Prescription premium until the retired employee is eligible for Medicare. Retired employees who are currently receiving this benefit and employees who may elect to retire in accordance with this section effective June 30, 2022 will receive a seven-month transition period in which to ensure that the retired employee and spouse are placed on the appropriate plans.

- b. Employees who retire after June 30, 2022 who elect two-person medical insurance in accordance with this section must submit proof of age for both parties who will be on the insurance. In the event that one member of a retired employee's two-person plan becomes eligible for Medicare, the retired employee shall be moved from a two-person plan to a single-person plan. The spouse may elect a SchoolCare 65+ plan as their Medicare and prescription supplement with the District not providing any premium contribution.

Coverage shall be under the same plan(s) available to employees in the District, except that Vermont State 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. Except as provided above, for employees who retire in accordance with this section, for the first seven (7) years of their retirement, the Boards will contribute ninety percent (90%) of the cost of the premium for the current product offering 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 Boards will contribute seventy-five percent (75%) of the cost of the premium for the current product offering available to the retiree, reduced by contributions by the Retirement System intended to offset the cost of medical insurance for retirees.

Employees who retire early in accordance with this section who choose not to accept the medical benefit outlined in this paragraph will receive \$1,500 per year paid by the Boards until the retired employee becomes eligible for Medicare. Employees choosing this option will be paid monthly along with the early retirement stipend.

- 5) Employees who retire in accordance with this section and are covered by VSTRS Health Benefit plans will be reimbursed by the District directly for 100% of the difference between the total premium for 2-person VHP medical insurance and the amount subsidized by the Vermont Teachers Retirement system until the retired teacher becomes eligible for Medicare benefits. In other words, 100% of the 2-person medical insurance will be provided to the retired teacher, with the premiums being paid by a combination of contributions from the District and the Vermont Retirement System. Employees receive 100% rather than 90% as outlined in #4 of this Early Retirement provision in order to account for applicable federal and state taxes.

For the first seven years of retirement under this section, the district will reimburse the retiree the equivalent of 100% of the retiree's yearly share of the VEHI insurance premium for the Vermont Health Partnership plan (the HMO equivalent plan). After seven years of retirement in accordance with this section the boards will contribute 75% of the retiree's yearly share of the VEHI insurance premium for the Vermont Health Partnership plan.

Once an individual on the retiree's two-person plan becomes eligible for Medicare, Article 9(I)(4) takes effect and the retiree will be reimbursed 100% by the District for the difference between the total premium for a single person VHP plan and the amount subsidized by the Vermont Teachers Retirement System until the retiree becomes eligible for Medicare benefits.

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 they become eligible for Medicare.

### ***ARTICLE 10: VOLUNTARY DUES DEDUCTION***

Upon receipt of written authorization, signed by the employee, the Boards shall deduct an amount to provide bi-weekly 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 pay period and that the amount so deducted pursuant to such authorization of the employee shall be promptly remitted directly to the Hanover Education Association.

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

### ***ARTICLE 11: RIGHTS OF THE PARTIES***

For as long as the HEA legally represents the members of the bargaining unit for purposes of collective negotiations, the Boards agrees not to negotiate terms and conditions of employment with any teachers' group other than the Association. This shall not prevent the Boards from communicating or consulting with any individual teacher or group of teachers for any purpose the Boards shall deem desirable in the discharge of its responsibilities. Nor shall the Boards 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 do 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 their position upon return at the same position of the salary schedule they held at the beginning of the leave, without accrual of benefits.

There shall be no reprisals by either the Boards 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 Boards assure 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**

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 or subsiding, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

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 Boards have the sole authority and responsibility for determining the numbers and classifications of employees to be employed in the districts. If the Boards determine a reduction-in-force is necessary, the Association President, and any potentially impacted employees, shall be notified no later than thirty (30) calendar days following the school district's passage of the annual budget. The Association shall have an opportunity to meet and confer with administration to discuss any necessary staff reductions.



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 reviewed to determine if the staff is reduced in sufficient number in this manner to avoid further release of personnel. Personnel who have achieved tenure in the Hanover/Dresden School Districts in accordance with New Hampshire General Statutes shall not be released until all non-continuing 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.

For the purpose of the layoff 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".

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.

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.

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.

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.

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.

In the event that an employee on lay off on the recall list refuses to accept an offer for re-employment, they 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.

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

It is agreed by the parties that the lay off procedure agreed to shall be subject to the grievance procedure.

### ***ARTICLE 15: DISCIPLINARY ACTION***

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.

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.

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***

The Boards 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 expenses that had not been reimbursed.

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

The School Boards agrees to provide a fund to be used for Enrichment Grants, available 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 Boards 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 their 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 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**

Effective July 1, 2022 a percentage increase of two percent (2%) will be applied to the 2021-2022 salary schedule.

Effective July 1, 2023 a percentage increase of two percent (2%) will be applied to the 2022 - 2023 salary schedule.

#### **ARTICLE 19: DURATION**

This agreement shall commence on July 1, 2022, and shall continue in full force and effect until twelve (12) o'clock midnight June 30, 2024.

**SALARY SCHEDULES**

**2022-2023:**

STEP	TRACK 1 BA	TRACK 2 BA+15	TRACK 3 BA+30	TRACK 4 MA	TRACK 5 MA+15	TRACK 6 MA+30	TRACK 7 PHD	TRACK 7 PHD
1	\$48,891	\$51,334	\$52,798	\$54,269	\$56,223	\$57,689	\$61,901	\$66,487
2	\$51,090	\$53,732	\$55,327	\$56,936	\$58,967	\$60,547	\$64,180	\$69,348
3	\$53,289	\$56,133	\$57,850	\$59,607	\$61,718	\$63,404	\$67,209	\$72,204
4	\$55,490	\$58,535	\$60,378	\$62,278	\$64,461	\$66,263	\$70,238	\$75,062
5	\$57,688	\$60,934	\$62,906	\$64,943	\$67,208	\$69,117	\$73,267	\$77,921
6	\$59,891	\$63,331	\$65,435	\$67,614	\$69,953	\$71,976	\$76,296	\$80,777
7	\$62,089	\$65,734	\$67,960	\$70,284	\$72,699	\$74,833	\$79,321	\$83,635
8	\$64,287	\$68,132	\$70,486	\$72,952	\$75,445	\$77,690	\$82,354	\$86,494
9	\$66,488	\$70,531	\$73,013	\$75,624	\$78,191	\$80,550	\$85,383	\$89,351
10		\$72,933	\$75,538	\$78,292	\$80,937	\$83,407	\$88,411	\$92,207
11		\$75,333	\$78,064	\$80,960	\$83,684	\$86,265	\$91,443	\$95,067
12		\$77,735	\$80,594	\$83,633	\$86,428	\$89,124	\$94,470	\$97,923
13			\$83,112	\$86,300	\$89,174	\$91,979	\$97,498	\$100,779
14				\$88,978	\$91,910	\$94,846	\$100,536	\$103,644

**2023-2024:**

STEP	TRACK 1 BA	TRACK 2 BA+15	TRACK 3 BA+30	TRACK 4 MA	TRACK 5 MA+15	TRACK 6 MA+30	New Tr 7 PHD MA+60	Old Tr 7 PHD MA+60
1	\$49,869	\$52,361	\$53,854	\$55,355	\$57,347	\$58,843	\$63,139	\$67,817
2	\$52,112	\$54,807	\$56,434	\$58,075	\$60,145	\$61,758	\$65,464	\$70,735
3	\$54,355	\$57,256	\$59,007	\$60,799	\$62,953	\$64,671	\$68,553	\$73,648
4	\$56,600	\$59,706	\$61,585	\$63,525	\$65,750	\$67,588	\$71,643	\$76,563
5	\$58,842	\$62,154	\$64,164	\$66,242	\$68,552	\$70,498	\$74,732	\$79,479
6	\$61,090	\$64,598	\$66,744	\$68,965	\$71,352	\$73,416	\$77,821	\$82,393
7	\$63,331	\$67,049	\$69,320	\$71,690	\$74,153	\$76,330	\$80,906	\$85,308
8	\$65,573	\$69,495	\$71,896	\$74,411	\$76,954	\$79,243	\$84,001	\$88,224
9	\$67,818	\$71,941	\$74,473	\$77,135	\$79,755	\$82,162	\$87,091	\$91,138
10		\$74,392	\$77,049	\$79,858	\$82,556	\$85,075	\$90,178	\$94,051
11		\$76,840	\$79,624	\$82,579	\$85,358	\$87,990	\$93,272	\$96,968
12		\$79,291	\$82,206	\$85,306	\$88,157	\$90,907	\$96,359	\$99,881
13			\$84,774	\$88,026	\$90,957	\$93,819	\$99,448	\$102,795
14				\$90,758	\$93,748	\$96,743	\$102,547	\$105,717

**Appendix 1: Longevity MOU**

**Memorandum of Agreement**

**Between the**

**Hanover Education Association and the Hanover and Dresden School Boards**

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**THIS MEMORANDUM OF AGREEMENT** is entered into between the Hanover and Dresden School Boards (“Boards”) and the Hanover Education Association (“Association”).

**WHEREAS**, the Hanover and Dresden School Boards and the Hanover Education Association are parties to a collective bargaining agreement effective from July 1, 2019-June 30, 2022;

**WHEREAS**, the Boards and the Association desire to come to an agreement on CBA language in Article 9: Compensation, regarding I. Longevity;

**WHEREAS**, there is only one person currently eligible for the longevity as outlined in the aforementioned Article.

**NOW THEREFORE**, the parties agree as follows:

1. The following contract language in Article 9: Compensation will be removed from Article 9 but the benefit will continue to be provided as part of this Memorandum of Agreement.

**I. Longevity**

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 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.

2. At such time when no employees remain that are eligible for such benefit, this Memorandum shall expire and the Longevity provision above hereby removed from the CBA.
3. The parties execute this Memorandum of Agreement voluntarily with full understanding of its terms.

Seen and Agreed To on this \_\_\_\_\_ day of November, 2021

Susan Hendrickson  
For the Association

11.15.21  
Date

Ben Kelly  
For the Hanover School Board

11/15/21  
Date

Richard Johnson  
For the Dresden School Board

11/15/21  
Date

Jay D. [Signature]  
For the School District, SAU70

11/15/21  
Date

## Appendix 2: Cigna SchoolCare Yellow Plan

### 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% (\$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 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
MENTAL HEALTH/SUBSTANCE USE DISORDER OUTPATIENT (Physician's office or Telehealth) INPATIENT HOSPITALIZATION AND OUTPATIENT FACILITY (Prior authorization required)	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
PRESCRIPTION DRUGS Cigna Participating Pharmacies Go to <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 Express Scripts Home Delivery mail order Specialty Drugs: 30-day supply only, filled through Accredo Home Delivery mail order ‡\$75 cap per prescription after deductible
PHYSICAL, OCCUPATIONAL AND SPEECH THERAPIES OUTPATIENT: short-term rehab, up to 60 days per person/per plan year, includes PT, OT, ST and cardiac rehab (Combined maximum). INPATIENT (Prior authorization required)	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
CHIROPRACTIC CARE 20 days per person/per plan year	Deductible, then 20% to the Out of Pocket Maximum
ACUPUNCTURE† <i>(In or Out of Network)</i> 12 days per person/per plan year †Coverage based on Cigna medical guidelines.	Deductible, then 20% to the Out of Pocket Maximum
DURABLE MEDICAL EQUIPMENT	Deductible, then 20% to the Out of Pocket Maximum
EXTERNAL PROSTHETIC APPLIANCES	Deductible, then 20% to the Out of Pocket Maximum
OTHER BENEFITS ORAL SURGERY <i>(accidents only)</i> REMOVAL OF BONEY IMPACTED WISDOM TEETH COMPREHENSIVE INFERTILITY TREATMENT Go to <a href="http://managed.winfertility.com/schoolcare">managed.winfertility.com/schoolcare</a> 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.
EMPLOYEE ASSISTANCE PROGRAM	Included
<b>GOOD FOR YOU!</b> by SCHOOLCARE WELL-BEING INCENTIVES	Included – up to \$800 for subscriber and \$400 for spouse

OVER

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

7/1/21

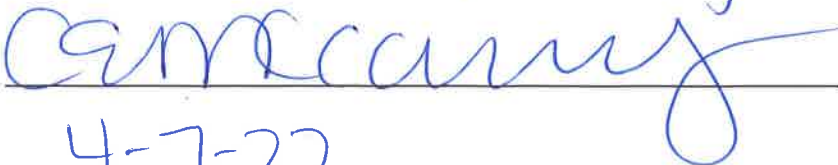


**Signatures**

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officers and representatives, this 6th day of April, 2022.

**FOR THE HANOVER EDUCATION ASSOCIATION**

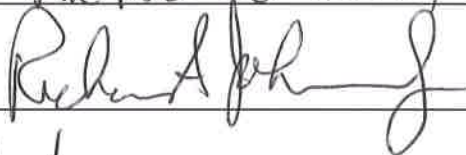
Name and Title: Catherine McCarthy Co-President

Signature: 

Date 4-7-22

**FOR THE DRESDEN SCHOOL BOARD**

Name and Title: Richard Johnson, Chair

Signature: 

Date 4/13/22

**FOR THE HANOVER SCHOOL BOARD**

Name and Title: Benjamin Keeney, Chair

Signature: 

Date 4/8/22