



**Contract  
between**

**Hanover School Board  
Dresden School Board**

**and**

**Hanover Education Association**

**for the  
School Years**

**2008-2009**

**2009-2010**

**2010-2011**

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## ARTICLE 1

## DEFINITIONS

The following definitions shall apply in this document:

5 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.

15 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.

20 D. **To negotiate.** Pursuant to RSA 273-A, it is the obligation of the public employer and the employees 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.

25 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 Subcommittee.

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.

30 I. **Central Staff Development Subcommittee (CSDS).** This is a ten member subcommittee 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.

## ARTICLE 2

## RECOGNITION

5 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 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  
10 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 Board acknowledges the contribution of the HEA as one which enhances the educational opportunities for all students served in the schools of the district.

15 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 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 not to  
20 negotiate, after reasonable effort has been made to resolve such issues at the administrative level.

## ARTICLE 3

## NEGOTIATION PROCEDURE

A. On or before October 1, 2010 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. On or before October  
25 15, 2010 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.

30 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 fiscal 2011-12 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.

5 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, his/her 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.

10 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.

15 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 Board and the Association.

## 20 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

25 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.

30 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. EXAMPLES: Coaching and/or extra curricular assignments.

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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.

The following grievance procedure is agreed to

5 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  
10 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, a member of the bargaining unit or 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.

15 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.

20 F. The Superintendent, the principal, the grievant, an official of the HEA, and, at the option of the grievant and/or the administration, another member of the bargaining unit of this contract or 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.

25 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 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.

30 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.

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.

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; however, either party may exercise its right to appeal in accordance with RSA 542.

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 Board or committee thereof shall be closed unless the grievant chooses to open such hearing to the public.

## ARTICLE 5

## EMPLOYEE EVALUATION

A. 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 paragraphs B through N below.

3. Each principal, in cooperation with their school's employees, will establish criteria and methods for evaluating employees. By the end of the tenth (10<sup>th</sup>) contracted day, the criteria and the methods of evaluating employees will be available.

4 C. Each school will offer, at a minimum, an option for each employee to have a goal-setting meeting with the principal, a pre-observation meeting with the principal, a scheduled class observation by the principal, and a follow-up meeting with the principal 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.

10 E. Upon recognition of difficulties, assistance shall be immediately offered to an employee to guide the individual toward a solution of the difficulties.

15 F. For employees in their first three consecutive years with the district (or in their first two consecutive years provided they have previously taught at least three or more consecutive years in a Vermont or New Hampshire school district); the minimum method of evaluation described in Paragraph C shall be used. In addition, a mentor from the teaching staff shall be appointed by the building principal for each such employee. Upon mutual agreement of the employee and his/her building principal, the appointment of a mentor for the second and/or third year of employment in the District shall not be required. A letter of evaluation for each such employee shall be submitted to the Superintendent by the appropriate building principal by March 1 of each year stating principal's position on renewal of the employee's contract.

20 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 paragraphs B and C above, 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.

25 H. Any mentor appointed pursuant to paragraphs F or G shall receive an annual stipend of \$500. 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 the information to 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.

30 I. For each continuing contract employee, an annual evaluation status report 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 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 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 his/her 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 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.

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 his/her comment shall be acknowledged by the Superintendent or designee and attached to the file copy.

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.

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 PERSONAL, EMERGENCY, AND BEREAVEMENT LEAVES**

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 half day.

Employees may be granted emergency leave with pay under circumstances which are unforeseen and beyond the control of the individual, including up to three (3) days for the birth or adoption of a child. Such leave shall be granted at the discretion of the Superintendent.

As soon as possible after each emergency leave day, the employee shall submit a signed statement to the Superintendent, indicating the nature of the emergency and the days taken.

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 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 same-sex partner in a relationship formalized under a state civil union statute recognized as legally valid in New Hampshire.

## ARTICLE 7

## 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 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.

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-tenured employees will be granted twelve (12) sick days per year with up to ten (10) unused days carried forward into the second year and a total of twenty (20) days into the third year. This formula would lead to a maximum possibility of thirty-two (32) sick days that could be available to a non-tenured employee at the beginning of his/her third year.

All tenured employees on continuing contract are granted sick leave for 90 consecutive calendar days with zero (0) unused days carried forward into subsequent years.

All employees will be granted three (3) 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 ninety (90) 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 that period of time the employee is temporarily unable to work due to pregnancy, childbirth, or pregnancy-related medical complications. While exact guidelines for notification are not stated, employees should give as much advance notice as possible

All leave time granted 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).

## ARTICLE 8

## DISABILITY

5 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.

10 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.

The Disability Plan provides salary replacement at 70% of salary with offsets as described in the Disability Policy outlined in Article 11 - Insurance Provisions.

15 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 tenured, 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.

20 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 described in Article 11.

## 25 ARTICLE 9

## JURY DUTY

30 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.

**ARTICLE 10**

**PART-TIME EMPLOYEES**

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.

5 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 17.

10 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 17.

Exceptions to the above paragraph are as follows:

15 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.

20 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.)

25 D. 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.

30 E. 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 11**

**INSURANCE PROVISIONS**

Insurance coverage under this contract will terminate not less than sixty 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.

5 **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 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.

10 Medical coverage shall be the employee's election of either the POS-OA, POS, or HMO options offered under either the SchoolCare Health Insurance Plan of the New Hampshire Health Care Coalition or the plans established as equivalent offered by Harvard Pilgrim and administered by Primex, as designated by the School Board. The accommodations agreed to during the original switch from SchoolCare to Primex in the 2007-08 contract year will be maintained whenever the Primex plan is chosen. The school board may seek bids from alternative health insurance providers for subsequent school years. Sufficient time and resources shall be provided 15 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 an 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.

20 All employees who elect to receive the medical benefit covered by this contract will contribute twenty percent (20%) of the cost of the premium for their health plan (single, 2-person, or family). Beginning in the 2007-08 school year, the Board contribution for health insurance will be limited to 80% of the HMO insurance plan. Additional cost for more expensive plans chosen by the employee will be borne by the employee. Information regarding cost comparisons between available plans shall be provided to each employee prior to the enrollment 25 period each year.

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 \$500 per year, prorated if applicable, paid by the Board.

**B. Dental**

30 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%), \$1250 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.

The benefits provided are as follows:

5	Group Term Life	\$100,000
	Accidental Death & Dismemberment	\$100,000

**D. Disability Insurance**

10 Disability Insurance will provide a minimum of 70% Salary Replacement with offsets, a 90-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.

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

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.

15 **ARTICLE 12**

**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**

20 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.

25 **B. Placement**

30 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 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 (beginning with teachers hired for the 2003-2004 school year, and not retroactive to

5 teachers hired earlier) 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  
 10 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. This change will not be retroactive to teachers hired for the 2002-2003 school year or earlier. 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  
 15 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**

20 Advancement by step will be on the recommendation of the Superintendent to the Hanover School Board or the Dresden Board of School Directors. 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.

25 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  
 30 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:

35 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 CSDS. 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.

5 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 CSDS, 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.

10 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 Subcommittee (CSDS) 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 CSDS 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.

15 The Central Staff Development Subcommittee 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. The School Board will support these additional activities with twenty-five thousand dollars (\$25,000) of staff development funds, over and above the amounts authorized elsewhere in this contract. 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.

25 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 a track advancement, acquired degree or course work must be completed, endorsed by the Central Staff Development Subcommittee, and written transcripts submitted to the Superintendent of Schools. The Superintendent will send written confirmation of receipt of necessary documents to the employee. If documentation for track advancement is received prior to September 1, the compensation for that school year will be based on the full amount indicated in the salary schedule. If documentation is received after September 1 but before December 31, the track advancement will be effective January 1. If documentation is received after January 1 but before March 31, the track advancement will be effective April 1. If documentation is received after April 1, the track advancement will be effective at the beginning of the next school year.

**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 May 31 of the calendar year one year prior to the year in which the withhold might take effect. 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. The written employee development plan will include specific, reasonable, and verifiable performance behaviors agreed to by the principal and employee prior to June 30 of the then current school year.

Starting in September of the subsequent school year, the principal and employee shall meet monthly to review and document progress on the employee development plan. Prior to March 1 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.

The employee shall be returned to the step and compensation level which would have been achieved absent withholding once competency is reestablished. Compensation shall not be retroactive. Withhold of advancement on step or base salary increase may occur for two continuous years after which non-renewal procedures shall commence.

Nothing in this article shall prevent the administration from invoking the procedures for non-renewal of a teacher's contract as outlined in Article 18.

**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 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 Frack 1 Step 1 salary.

**G. Payment**

5 Employees with a "ten month" contract shall be paid in twenty-two (22) installments, starting with the first Friday that is a pay day 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 last day of school.

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.

10 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.

15 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**

20 The Board will match an annuity contribution by each employee of up to 4% of the employee's salary. The Board's 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 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.

25 **I. Longevity**

30 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.

J. Early Retirement

After a minimum of fifteen (15) 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-rata if they have the equivalent of fifteen (15) years of full time service.

a) Early retirement must occur no later than June 30 of the school year in which the employee reaches age sixty-two (62).

b) 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 December 1 requesting early retirement effective July 1 of the following calendar year. This letter represents a commitment which cannot be withdrawn after sixty (60) days following its submission. Notices of early retirement submitted at other times may be considered at the discretion of the Superintendent.

c) The early retirement stipend shall be equal to one hundred and thirty-two percent (132%) of Track 1, 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. Beginning in the 2010-11 contract year, the early retirement stipend shall be equal to one hundred fifty percent (150%) of Track 1, 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.

d) 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 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 below, for employees who retire during either the 2008-2009 contract year or the 2009-2010 contract year in accordance with this section, the Board will contribute one hundred percent (100%) of the cost of the premium for the plan elected by the retiree reduced by contributions by the Retirement System intended to offset the cost of medical insurance for retirees. Beginning in the 2010-2011 contract year, for employees who retire in accordance 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 option 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. If the retiree chooses the POS

plan, the retiree will in addition pay the additional cost of the POS plan. Employees who retire early in accordance with this section who choose not to accept the medical benefit outlined in this paragraph will receive \$500 per year paid by the Board until the retired employee becomes eligible for Medicare. Employees choosing this option will receive this payment at the same time that active employees receive such a payment.

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For employees covered by the Vermont State Teachers' Retirement System (VSTRS) Health Benefit Plans, and who retire during either the 2008-2009 contract year or the 2009-2010 contract year in accordance with this section, the District will compensate the retirees directly the equivalent of the retiree's yearly share of the Vermont Education Health Initiative (VEHI) Insurance Premium for the two person medical insurance coverage (as stipulated in the Early Retirement section of 2000-2003 Dresden-Hanover Contract) for any of the VSTRS plans. In addition, the District will compensate the retiree 30% of the retiree's share of the VEHI yearly premium for federal and state taxes. The equivalent 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.

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Beginning in the 2010-2011 contract year, for employees who retire in accordance 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 retirement in accordance with this section, the equivalent of ninety percent (90%) of 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 addition, 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 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.

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For employees who retire in accordance with this section prior to the 2010-2011 contract year, the District's yearly cost for the retiree's chosen VSTRS Health Care Benefit Plan plus federal and state tax shall not exceed the yearly premium for a comparable medical insurance plan offered to a full-time professional employee. 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.

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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 under School Care or Harvard Pilgrim. 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 s/he becomes eligible for Medicare.

**ARTICLE 13**

**VOLUNTARY DUES DEDUCTION**

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.

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 14**

**RIGHTS OF THE PARTIES**

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, 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 HEA shall be given sufficient time at a point in the orientation program for new employees to explain HEA 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 15**

**ANNEXATION**

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

10 **ARTICLE 16**

**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.

15 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 17**

**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.

20 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-tenured 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  
25 Hanover/Dresden School Districts in accordance with New Hampshire General Statutes shall not be released until all non-tenured personnel within the position designated for reduction have first been released. Further, tenured personnel shall be permitted to displace non-tenured 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.

30 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".

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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.

5 If tenured 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 tenured personnel in positions to be reduced. If the performance and ability among tenured 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  
10 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.

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  
15 in the Hanover/Dresden School Districts.

Previously employed tenured 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  
20 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.

25 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.

30 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 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 18

## 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 19

## LEAVES OF ABSENCE

### A. Leaves of Absence

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.

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.

### B. Sabbatical Leave

The Dresden and Hanover School Boards shall award sabbatical leaves upon recommendation of the Central Staff Development Subcommittee. Requests for sabbatical leave must be received in writing by the CSDS by the

second school day after January 1 of the school year preceding the school year for which the sabbatical leave is required. The Superintendent shall forward the recommendation of the CSDS to the Dresden School Board and to the Hanover School Board for their decisions prior to January 31 of the school year preceding the school year for which the sabbatical leave is requested.

5 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 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  
10 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 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 employee. On return from sabbatical leave, the employee is responsible for submitting written report of the sabbatical project to the  
15 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 guide 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  
20 individuals on sabbatical leave will be distributed in accordance with current payroll procedures.

### C. Childcare and Adoption Leaves

Maternity, Infant Child care and/or Adoption Leave without pay is granted, upon request, to male and female 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  
25 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. At the Ray School the return from a first semester leave would be the first (1<sup>st</sup>) day of school following the December holiday break. Unless conditions preclude advance notice, requests for such leave must be submitted to the Superintendent in writing eight (8) weeks in advance.

If the pregnancy is terminated before full term and birth of the child, the employee may apply for termination  
30 of leave. The return of the employee to work prior to the date originally established for return to work is at the discretion of the Superintendent.

During the course of Maternity, 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 nine (9) months. An employee on Maternity, Childcare, and/or Adoption Leave shall have the  
35 opportunity to substitute at the discretion of the Superintendent.

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.

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

D. Adoption Leave Bank

The School Board will provide the HEA with a bank of ten (10) paid days per contract year, to be used by employees for Adoption Leave. This bank will not accumulate from one contract year to the next, and any days remaining in the bank at the end of a contract year will be forfeited. Any paid days that an employee uses from this bank will run concurrently with any unpaid Adoption Leave used by the employee.

**ARTICLE 20**

**STAFF DEVELOPMENT FUNDING**

The Board agrees to reimburse each employee up to \$1,100 for the cost of activities approved by the Staff Development Committee. The districts will budget a total of \$125,000 per year of the contract for staff development purposes. If by May 1<sup>st</sup>, not all of the \$125,000 allowance has been used, the excess balance will be divided among the teachers who requested reimbursement, but due to the \$1,100 cap, were not reimbursed fully. The excess reimbursement will be allocated to teachers based on their pro-rata expense that had not been reimbursed. The Board agrees to take all necessary steps in order to eliminate the practice of deducting the cost of paying substitute teachers from teacher's staff development accounts.

**ARTICLE 21**

**STAFF ENRICHMENT GRANTS**

The School Board 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 Subcommittee. Employees applying for a grant must submit a comprehensive proposal outlining their plan. Grants shall be awarded only by a majority vote of

the CSDS. In the case of more than \$50,000 of worthy proposals being submitted, grants will be awarded first to employees who have not previously received a grant.

5 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 Subcommittee 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 CSDS's approval of the employee's evaluation of his/her grant. The CSDS shall review this report and determine if the goals were met. The CSDS may make recommendations to the individual as to how to meet the goals of the proposal and how to report this accomplishment. The CSDS may require to the employee to resubmit written reports.

10 E. A total of \$50,000 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.

15 **ARTICLE 22**

**COMPENSATION STUDY COMMITTEE**

The Compensation Study Committee created under the contract between the IIEA and the School Board for the 2006-2007 and 2007-2008 school years shall resume its work as soon as practicable. These meetings will occur during the school year and early release times on Wednesdays.

20 **ARTICLE 23**

**SALARY SCHEDULE**

Effective July 1, 2008, Track 7 of the current (2007-2008) salary schedule will be re-computed so that each cell in Track 7 will be 6.0% above the corresponding cell in Track 6. Those employees who are already on Track 7 as of July 1, 2008 will not be effected by this re-computation, except that going forward, these employees will no longer be on Track 7, and instead will receive salary adjustment(s) in the same percentage as any adjustment(s) made to the base of the salary schedule.

25 Effective July 1, 2008 a percentage increase of 3.0% will be applied to the base salary of the current (2007-2008) salary schedule. Effective July 1, 2009 a percentage increase of 3.0% will be applied to the base salary of the current (2008-2009) salary schedule. Effective July 1, 2010 a percentage increase of 3.0% will be applied to the base salary of the current (2009-2010) salary schedule.

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DRESDEN/HANOVER TEACHERS

Salary Rates 2008-09

Increase: 3.00%

STEP	TRACK 1	TRACK 2	TRACK 3	TRACK 4	TRACK 5	TRACK 6	New TRACK 7 PHD/ MA+60	Old TRACK 7 PHD MA+60
	8A	8A+15	8A+30	MA	MA+15	MA+30		
1	38,652	40,584	41,743	42,904	44,451	45,609	48,346	52,566
2	40,391	42,481	43,741	45,014	46,621	47,869	50,741	54,826
3	42,130	44,379	45,738	47,125	48,793	50,128	53,136	57,085
4	43,870	46,277	47,736	49,235	50,963	52,387	55,530	59,344
5	45,608	48,173	49,734	51,346	53,135	54,646	57,924	61,603
6	47,348	50,070	51,732	53,457	55,305	56,905	60,320	63,863
7	49,087	51,969	53,728	55,566	57,476	59,164	62,714	66,122
8	50,825	53,865	55,726	57,677	59,647	61,424	65,109	68,382
9	52,566	55,763	57,723	59,788	61,818	63,683	67,504	70,640
10	52,566	57,660	59,721	61,898	63,988	65,943	69,899	72,898
11	52,566	59,558	61,719	64,009	66,160	68,201	72,294	75,158
12	52,566	61,456	63,717	66,120	68,330	70,460	74,688	77,417
13	52,566	61,456	65,708	68,229	70,501	72,719	77,082	79,677
14	52,566	61,456	65,708	70,346	72,665	74,985	79,484	81,942

FY09 - FY11 Dresden-Hanover-HEA Contract

DRESDEN/HANOVER TEACHERS

Salary Rates 2009-10

		increase:		3.00%						
	TRACK 1	TRACK 2	TRACK 3	TRACK 4	TRACK 5	TRACK 6	New TRACK 7	Old TRACK 7		
STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	PHD MA+60	PHD MA+60		
1	39,812	41,802	42,995	44,191	45,785	46,977	49,796	54,143		
2	41,603	43,735	45,053	46,364	48,020	49,305	52,263	56,471		
3	43,394	45,710	47,110	48,539	50,257	51,632	54,730	58,798		
4	45,186	47,665	49,168	50,712	52,492	53,959	57,196	61,124		
5	46,976	49,618	51,226	52,866	54,729	56,285	59,662	63,451		
6	48,768	51,572	53,284	55,061	56,964	58,612	62,130	65,779		
7	50,560	53,528	55,340	57,233	59,200	60,939	64,595	68,108		
8	52,350	55,481	57,398	59,407	61,436	63,267	67,062	70,433		
9	54,143	57,436	59,455	61,582	63,673	65,593	69,529	72,759		
10	54,143	59,390	61,513	63,755	65,908	67,921	71,996	75,085		
11	54,143	61,345	63,571	65,929	68,145	70,247	74,463	77,413		
12	54,143	63,300	65,629	68,104	70,380	72,574	76,929	79,740		
13	54,143	63,300	67,679	70,276	72,616	74,901	79,394	82,067		
14	54,143	63,300	67,679	72,456	74,845	77,235	81,869	84,400		

FY09 - FY11 Dresden-Hanover-HEA Contract

DRESDEN/HANOVER TEACHERS  
Salary Rates 2010-11

Increase: 3.00%

STEP	TRACK 1	TRACK 2	TRACK 3	TRACK 4	TRACK 5	TRACK 6	New TRACK 7 PHD MA+60	Old TRACK 7 PHD MA+60
	BA	BA+15	BA+30	MA	MA+15	MA+30		
1	41,006	43,056	44,285	45,517	47,159	48,386	51,290	55,767
2	42,851	45,068	46,405	47,755	49,467	50,784	53,831	58,165
3	44,696	47,081	48,523	49,995	51,765	53,181	56,372	60,562
4	46,542	49,095	50,643	52,233	54,067	55,578	58,912	62,958
5	48,385	51,107	52,763	54,473	56,371	57,974	61,452	65,355
6	50,231	53,119	54,883	56,713	58,673	60,370	63,994	67,752
7	52,077	55,134	57,000	58,950	60,976	62,767	66,533	70,149
8	53,921	57,145	59,120	61,189	63,279	65,165	69,074	72,546
9	55,767	59,159	61,239	63,429	65,583	67,561	71,615	74,942
10	55,767	61,172	63,358	65,668	67,885	69,959	74,156	77,338
11	55,767	63,185	65,478	67,907	70,189	72,354	76,697	79,735
12	55,767	65,199	67,598	70,147	72,491	74,751	79,237	82,132
13	55,767	65,199	69,709	72,384	74,794	77,143	81,776	84,529
14	55,767	65,199	69,709	74,630	77,090	79,552	84,325	86,932



FOR THE HANOVER EDUCATION ASSOCIATION

Jan G. Smith

Jan G. Smith

Date

8/6/08

FOR THE DRESDEN AND HANOVER SCHOOL BOARDS

John R. Chamberlain

Karen Arnold

Date

8/12/2008