AGREEMENT

BETWEEN THE

DOVER SCHOOL BOARD

AND THE

DOVER TEACHERS' UNION

NEA-NEW HAMPSHIRE, NEA

September 1, 2017

through

August 31, 2019

TABLE OF CONTENTS

ARTICLE I 1
MANAGEMENT RIGHTS, DEFINITIONS 1
A. RECOGNITION 1
B. JURISDICTION 1
C. MANAGEMENT RIGHTS 1
D. DEFINITIONS 1
ARTICLE II 2
NO-STRIKE PROVISION 3
ARTICLE III 3
GRIEVANCE PROCEDURE 3
A. GRIEVANCE 3
B. GRIEVANCE PROCEDURE 3
C. ARBITRATION 4
D. ADDITIONAL PROVISIONS 5
ARTICLE IV 5
WORKING CONDITIONS 5
A. IN-SCHOOL WORK YEAR 5
B. SCHOOL DAY 6
C. EVALUATION OF STUDENTS 6
D. LUNCH PERIOD 6
E. PREPARATION PERIODS 7
F. MEETINGS 7
G. PARENT CONFERENCES 7
H. LEAVING THE BUILDING 8
I. SCHOOL CALENDAR 8
J. CERTIFICATION 8
K. INSTRUCTIONAL MATERIALS 8
L. TEACHER FILES 8
M. TEACHER EVALUATION 9
N. TEACHER RIGHTS 10
O. ACADEMIC FREEDOM 10
P. DUTIES 10
ARTICLE V 11
COMPENSATION 11
A. BASIC SALARY SCHEDULES 11
B. EXTRACURRICULAR ACTIVITY 11
C. PLACEMENT ON THE SALARY SCHEDULES 12
D. METHOD AND TIME OF SALARY PAYMENT 12
E. ANNIVERSARY DATES 12
F. AGRICULTURAL CONTRACTS 12
G. SUMMER CURRICULUM STUDY COMPENSATION 12
H. ACADEMIC COORDINATORS 13
I. MILEAGE ALLOWANCE 13
J. ITEMIZED PAYROLL DEDUCTIONS 13
K. LONGEVITY 14
L. SEVERANCE PAY 14
ARTICLE VI 14
FRINGE BENEFITS 14
A. HEALTH INSURANCE 14
B. DISABILITY INSURANCE 15
C. LIFE INSURANCE 15
D. DENTAL INSURANCE 15
E. LIABILITY INSURANCE 15
F. TAX-DEFERRED ANNUITY 15
G. COURSE REIMBURSEMENT 15

ARTICLE VII 17
LEAVES 17
A. SICK LEAVE 17
B. PERSONAL LEAVE 18
C. EMERGENCY LEAVE 18
D. FUNERAL LEAVE 18
E. RELIGIOUS LEAVE 19
F. JUROR LEAVE 19
G. PROFESSIONAL LEAVE 19
H. ACADEMIC LEAVE 20
I. FAMILY LEAVE 20
J. MILITARY LEAVE 20
K. UNION LEAVE 21
L. EXTENDED LEAVE 21
M. OTHER LEAVE PROVISIONS 21
N. SICK LEAVE BANK 21
ARTICLE VIII 22
EXCLUSIVE UNION RIGHTS 22
AND RESPONSIBILITIES 22
A. PAYROLL DUES DEDUCTION 22
B. USE OF BUILDINGS 23
C. BULLETIN BOARDS 23
D. MAIL FACILITIES AND MAILBOXES 23
E. COMMUNIQUÉS 24
F. INFORMATION 24
G. RELEASE TIME 24
H. THE DOVER SCHOOL DISTRICT POLICY MANUAL 24
I. UNION REPRESENTATIVE 24
J. UNION'S RIGHT TO SPEAK 25
K. PROTECTION OF INDIVIDUAL AND GROUP RIGHTS 25
L. NO UNION ACTIVITY ON SCHOOL TIME 25
M. UNION PRESIDENT RELEASE FROM DUTIES 25
ARTICLE IX 25
ASSIGNMENTS, TRANSFERS, VACANCIES, ... 25
PROMOTIONS, AND JOB-SHARING 25
A. ASSIGNMENTS 25
B. INVOLUNTARY TRANSFERS 26
C. VOLUNTARY TRANSFERS 26
D. VACANCIES 27
E. PROMOTIONS 27
F. JOB-SHARING 27
ARTICLE X 29
LAYOFFS AND RECALL 29
A. LAYOFFS 29
B. RECALL 30
ARTICLE XI 30
EDUCATIONAL COUNCIL 30
ARTICLE XII 32
FAIR PRACTICES 32
A. FAIR PRACTICES 32
ARTICLE XIII 32
MISCELLANEOUS PROVISIONS 32
A. SAVINGS-SEPARABILITY CLAUSE 32
B. NOTICE 32
C. EXISTING LAWS AND REGULATIONS PRESERVED 33
D. PRINTING AND DISTRIBUTION OF THIS AGREEMENT 33

ARTICLE XIV 33
DURATION 33
A. Duration 33
APPENDIX A: SALARY SCHEDULES 36
APPENDIX B 38
EXTRACURRICULAR ATHLETICS 38

ARTICLE I

MANAGEMENT RIGHTS, DEFINITIONS

A. RECOGNITION

The Dover School Board recognizes the Dover Teachers' Union, NEA-New Hampshire, NEA, as the exclusive representative of all full-time, part-time and job-sharing teachers including classroom teachers, guidance, nurses, librarians/media specialists, curriculum advisors, special education teachers and coordinators, speech and language therapists, learning disabilities professionals, physical and occupational therapists, social workers, reading specialists, athletic trainers, behavior specialists, career assessors, family services facilitators, intervention specialists, math coordinators, literacy facilitators, psychologists, social skills counselors, therapeutic counselors, and federal projects personnel, excluding the Superintendent, Assistant Superintendent, Business Administrator, High School Principals, Deans, Assistant High School Principals, Middle School Principals, Assistant Middle School Principals, Elementary School Principals, Curriculum Coordinators, Athletic Director, Vocational Director, Special Education Director, Supervisors, and Administrators, social workers who are funded by federal grants awarded to the school district but not employed by the school district, and other positions excluded by RSA 273-A.

B. JURISDICTION

The jurisdiction of the Union shall include those persons who perform the duties or functions of the categories of employees in the bargaining unit. The Union's jurisdiction shall not extend to child benefit personnel, substitutes, aides, part-time personnel, or to personnel in positions excluded by the Recognition provision above.

C. MANAGEMENT RIGHTS

The School Board, subject only to the language of the Agreement and RSA 273-A, reserves to itself full jurisdiction and authority over its exclusive right to manage its affairs, including but not limited to: (a) the right to determine the means and methods of operation to be carried on; (b) to direct its employees; (c) to determine the methods, means, and personnel by which the operations of the schools are to be conducted; (d) to maintain the efficiency of the school district's operations entrusted to them; and (e) to conduct district operations in a safe and efficient manner.

D. DEFINITIONS

The term "**Board**" as used in this Agreement means the Dover School Board.

The term "**Union**" as used in this Agreement means the Dover Teachers' Union, NEA-New Hampshire, NEA.

The term "**parties**" as used in this Agreement refers to the School Board and the Union as participants in this Agreement.

The term "**school**" as used in this Agreement means any work location or functional division maintained by the School District.

The term "**principal**" as used in this Agreement means the responsible administrative heads of their respective schools.

The term "**teacher**" or "**employee**" as used in this Agreement means a person employed by the School Board in the bargaining unit as described in Article I-A.

The term "**Union Representative**" as used in this Agreement means any qualified member of the bargaining unit who is designated by the Union to act as its representative.

The term "**Union Building Representative**" as used in this Agreement means any qualified member of the bargaining unit who is designated by the Union to act as its representative at meetings and conferences at the school building level.

The term "**state or national union representative**" as used in this Agreement means any staff employee of the NEA-New Hampshire or the NEA. This term will be specifically stated whenever such representation is permitted under the terms of this Agreement.

The term "**full-time**" as used in this Agreement shall include any person who performs seventy-five (75%) or more of a normal teaching assignment, excepting job-share positions. Teachers who perform less than 100% but 75% or more of a normal teaching assignment will receive full benefits. Teachers hired after July 1, 2011 who perform less than 75% of a normal teaching assignment, and teachers hired before July 1, 2011 who perform less than 50% of a normal teaching assignment, will have their benefits package (inc. health, dental, life, leave, course reimbursement, disability and any other fringe benefits not listed) pro-rated to the equivalent of their assigned teaching duties. Teachers hired before July 1, 2011 who perform 50% or more of a normal teaching assignment will receive full benefits.

The term "**substitute**" as used in this Agreement shall not apply to any person who has an employment commitment or contract with the school district for more than ninety (90) school days. Nothing in this contract shall prohibit the School Board from hiring up to three (3) persons as teachers for up to one hundred eighty (180) days each in the same school year on a conditional non-contractual basis for extraordinary reasons by giving prior written notification to the Union. Such persons (up to three [3] in a school year) shall be considered substitutes for the purpose of this Agreement.

The term "**instructional work day**" as used in this Agreement shall mean a time span beginning when students are first required to be in the school building and ending when students are formally dismissed.

Whenever the singular is used in this Agreement, it is to include the plural.

ARTICLE II

NO-STRIKE PROVISION

In consideration of this Agreement and its terms and conditions, the Union, its officers, representatives, and members shall not, during the term of this Agreement, and within the District, engage in or condone any strike, slow-down, work stoppage, or other concerted refusal to perform any legitimate assignment on the part of any employee(s) represented hereunder.

ARTICLE III

GRIEVANCE PROCEDURE

A. GRIEVANCE

A "grievance" shall mean a complaint by a teacher or a group of teachers that there has been an alleged violation of a term or provision of this Agreement. Provided the notice required by RSA 189:14-a is given, the non-renewal of a teacher's contract is not grievable under this Agreement; however, the teacher may pursue all rights afforded by RSA 189:14-a and 189:14-b. A grievance must be initiated within twenty (20) school days after the grievant knew or should have known of its occurrence. Grievances related to events during the school year shall be initiated no later than ten (10) calendar days after the last day of student attendance

B. GRIEVANCE PROCEDURE

1. Level One (Informal)

A grievant will first discuss the grievance with the building principal or immediate superior, either directly or through the Union's Representative, with the objective of resolving the matter informally. Failure to reach a mutually satisfactory resolution may be cause for the teacher to refer the grievance to Level Two.

2. Level Two—Principal (Formal Written)

A grievant wishing to process a grievance at Level Two will do so in writing to the Principal or immediate supervisor within eight (8) school days from the conclusion of the discussion at Level One. The grievance shall be specific in nature and shall state the remedy requested. The Principal or immediate supervisor shall establish a formal conference on the matter, and whenever a grievance is filed by a teacher without the Union's Representative, the Principal or immediate supervisor shall notify the Union and shall give the Union the opportunity to be present and to state the views of the Union. The aggrieved teacher and the Union shall be given at least two (2) school days notice of said conference. The Principal or immediate supervisor shall respond in writing eight (8) school days from the date the formal grievance is filed. The Principal's decision shall be presented in writing to both the teacher and the Union.

3. Level Three—Superintendent

If the grievant is not satisfied with the Principal's decision rendered at Level Two, the grievant may, within eight (8) school days of receipt of that decision, appeal that decision to the Superintendent of Schools. The grievance must be submitted in writing stating the specific nature of the grievance and remedy requested and shall include a copy of the Level Two decision. The Superintendent may schedule a meeting at a mutually convenient time to discuss the grievance with the teacher and the Union. Both parties reserve the right to include consultants in any such meeting. The Superintendent shall respond in writing together with supporting reasons to the teacher, Union, and Principal within ten (10) school days from the date the grievance is filed at Level Three. This period may be expanded to twenty (20) school days if the Superintendent is unable to address the matter because of previous commitments.

4. Level Four—School Board

If a grievance remains unsettled after having been processed through Level Three, the grievant may, within eight (8) school days from the date the decision is rendered at the previous level, submit the grievance to the School Board, in which case, the grievance is to be submitted in writing and shall specify the nature of the complaint and the remedy requested. Copies of the previous decisions are to be included with the grievance. Within eight (8) school days from the date the grievance is filed at Level Four, the School Board will establish a mutually convenient date and time for a meeting to discuss the matter. Both parties reserve the right to include consultants in any such meeting. The School Board shall render its decision in writing together with supporting reasons to the teacher, Union, Principal, and Superintendent's office within twenty (20) school days from the date the grievance is received.

C. ARBITRATION

1. Any grievance which remains unsettled after having been fully processed pursuant to the provisions of the grievance procedure as stated herein may be submitted to arbitration by the Union by filing with the School Board and the American Arbitration Association a request for arbitration within twenty (20) school days after the final decision of the School Board has been given to the Union.
2. A request for arbitration shall state in reasonable detail the specific nature of the dispute and the remedy requested. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing. Only one request shall be scheduled for the same arbitration hearing except by mutual agreement of the parties.
3. In the conduct of an arbitration hearing, the applicable provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply.
4. The arbitrator shall issue a decision no later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the

arbitrator's opinion and conclusion on the issue submitted. The decision of the arbitrator shall be final and binding except that any decision of the arbitrator which requires the School Board to expend more than one thousand five hundred dollars ($1,500) shall be advisory to the School Board which shall, in such cases, make a final decision within twenty (20) school days after receiving the arbitrator's decision.

5. Both parties agree the arbitrator shall be prohibited from modifying or adding to this Agreement.
6. Each party will bear the total cost incurred by themselves. The cost of the arbitrator shall be shared equally by the parties to the dispute.

D. ADDITIONAL PROVISIONS

1. The grievant may be accompanied by a local Union representative at conferences held at either Level One or Level Two.
2. The grievant may be accompanied by a local Union representative or a state or national Union representative at Level Three and Level Four.
3. Any complaint which is filed with any agency or court may not also be filed as a grievance under the Agreement.
4. The Union President may on behalf of the Union file grievances affecting the contractual rights of the Union. The Union may not grieve on behalf of an employee when said employee opts not to grieve.
5. The time limits in this article may be reduced or extended by mutual agreement of the parties at each and any level.
6. Failure to refer a grievance to the next level within the specified time shall be considered an acceptance of the decision rendered.
7. Failure at any level of the grievance procedure to render a decision within the specified time limits shall permit the grievant to proceed to the next level.
8. The School Board and the Union shall guarantee the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to his/her personal grievances.
9. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

ARTICLE IV

WORKING CONDITIONS

A. IN-SCHOOL WORK YEAR

1. The work year for teachers (other than personnel who may be required to attend additional orientation sessions and those teachers whose individually negotiated teacher contracts so state)

will begin on the Monday preceding Labor Day. Schools shall not be in session on the Friday preceding Labor Day and shall terminate no later than June 30.

2. The work year for teachers shall consist of one hundred seventy seven (177) student days plus a maximum of seven (7) days for the purpose of orientation, conference day, and/or any other day on which teacher attendance is required. The District shall allow teachers in grades K-6 to spend one full non-student day performing parent conferences and shall schedule no other mandatory activities on that day.
3. Those teachers on eleven- (11) month teacher contracts will work no more than two hundred sixty-one (261) days as stated in their contractual agreement.
4. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather, except as is otherwise provided by this Agreement.

B. SCHOOL DAY

1. The existing instructional workday for teachers shall not be increased without prior notification and consultation with the Union.
2. Teachers may be required to be present in the school building for a maximum of twenty-five (25) minutes to be divided by the Principal before and after the instructional work day, but in no case shall a teacher be required to arrive more than twenty (20) minutes before the instructional work day or required to stay more than twenty (20) minutes after the instructional work day. All assigned duties will be performed within the time periods described in the preceding sentence except when the Principal declares inclement weather duty which may extend beyond the regular before- and after-school duty periods. Except when on duty teachers may leave the building five (5)* minutes after the instructional work day on Fridays and the day preceding a holiday or vacations.

   *Time may be reduced at the discretion of the Superintendent.

3. Teacher on-site time shall not exceed seven (7) hours and fifteen (15) minutes per school day.

C. EVALUATION OF STUDENTS

Teachers shall be prepared to substantiate the method and work used in determining grades that are understandable to most parents. K-4 teachers shall establish an appropriate student evaluation process approved by the elementary principals, and specialty area teachers shall establish an appropriate student evaluation in consultation with the curriculum advisor and approved by the building principal. No grade shall be changed without good cause and without consultation with the teacher.

D. LUNCH PERIOD

Teachers shall be provided a thirty- (30) minute, duty-free, lunch period except during periods of inclement weather.

E. PREPARATION PERIODS

1. The School Board will not change existing preparation period allowances and practices in the Middle School unless such changes result from changes in the overall school schedule. However all teachers who currently have preparation time in their schedules will have at least one (1) preparation period equal to one (1) class period (or an equivalent arrangement) under any new school schedule.
2. Elementary teachers may be excused from their classrooms during such time as classes are receiving instruction in related arts classes. If the related arts teacher is absent, the School Board will provide a substitute. There will be a daily forty-five (45) minute continuous preparation period at the elementary level, and those teachers shall also have an additional ten (10) minutes of preparation time at the beginning or end of their lunch time. It is the intent of both parties to sustain this length of preparation periods beyond the 2013-14 school year, depending upon district resources making it possible.
3. The District shall not require or request that a probationary teacher substitute for another teacher during her/his preparation period during her/his first three years of employment by the Distrct.

F. MEETINGS

1. Teachers may be required to remain after the end of the regular workday, without additional compensation, no more than two (2) days per month, except up to three (3), inclusive, in September, to a maximum of twelve (12) days per year for the purpose of attending faculty or other professional meetings involving total staff. Such meetings shall run for no more than sixty (60) minutes.
2. Meetings other than emergency which take place after the regular in-school work day and which require attendance shall not be called on Fridays or any day immediately preceding any holiday or vacation period.
3. The written notice of any meeting shall be given to the teachers involved at least twenty-four (24) hours prior to any meeting, except in an emergency. The Principal shall set the agenda for said faculty meetings. However, teachers shall have the opportunity to suggest items for said agenda.
4. Teachers may be required to attend no more than two (2) evening assignments or meetings each school year without additional compensation.

G. PARENT CONFERENCES

Parent conferences shall be conducted by prior arrangement and mutual agreement between the parent and the teacher. Both parties recognize the possible need for teachers to be available outside of regular school hours for such conferences.

H. LEAVING THE BUILDING

1 a. During their duty-free lunch, teachers may leave the building by signing out noting the time that they shall return.

1 b. During their preparation periods, teachers may leave the building only for educational purposes or with the permission of the building principal. The teacher shall sign out and note the time that the teacher shall return.

2. Absence from duty (except in cases of emergency) shall result in proportional loss of pay.

I. SCHOOL CALENDAR

The school calendar shall be established by the School Board and made available to the Union and the general public eight (8) months in advance of the school year affected. No changes in the school calendar shall be made without agreement between the Union and the School Board. School shall not be in session on the Wednesday preceding Thanksgiving.

J. CERTIFICATION

1. The School Board agrees to give priority in hiring teachers certified by the State Board of Education.
2. In defining certification, provisional certificates shall be accepted as certification as defined in the *Certification Standards for Educational Personnel in New Hampshire.*
3. Teachers shall not be required to teach outside their area of certification.

K. INSTRUCTIONAL MATERIALS

1. Teachers with the appropriate requisitions may purchase materials and be reimbursed for said materials provided said materials are consistent with the instructional program.
2. Teachers shall have access to available duplicators, computers, audio and video equipment, and other such materials for their use in preparing and using instructional materials for their classroom.
3. Every attempt will be made to see that photocopiers will be available for either teacher use, or materials will be copied for teachers, within a reasonable period of time.

L. TEACHER FILES

1. A teacher shall have the right, upon request, to review the contents of the teacher's personnel files and to make copies of any documents contained therein. A teacher must have a witness of the teacher's choice present during such review.

2. At least once every three (3) years, a teacher shall have the right to indicate those documents and/or materials in the teacher's file which the teacher believes to be obsolete or otherwise inappropriate to retain.
3. No teacher or administrator shall cause documents to be removed from the personnel file unless said action is approved by mutual agreement.
4. Although the district agrees to protect the confidentiality of personal references, academic credentials, and other similar documents received prior to the teacher's initial employment, it shall not establish any separate personal file which is not available for the teacher's inspection.
5. Each teacher shall acknowledge that an opportunity has been given to see such material by signing the filed copy, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall have the right to submit a written response to such material, and the teacher's response shall be attached to the original material.
6. Material will be removed from the files and destroyed when a teacher's claim that it is inaccurate, untrue, or unproven is sustained.

M. TEACHER EVALUATION

The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel for the purpose of improving instruction. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals.

1. Both parties recognize the responsibility to assist new teachers. During the first three (3) weeks of school, the Dover School Board through its administration shall orient all new teachers regarding evaluative procedures and instruments and School Board policies.
2. All monitoring or observation of the performance of a teacher shall be conducted openly and with the full knowledge of the teacher.
3. When a supervisor enters the classroom of a teacher engaged in teaching, the teacher shall assume that the supervisor is there for the purpose of teacher evaluation.
4. All evaluations will be in accordance with evaluation forms and procedures adopted by the School Board or the Superintendent prior to the start of a school year. All teachers will be informed of the position of the person that will be conducting any formal evaluations within three weeks after the start of the school year. At no time will a written evaluation be prepared by a member of the same bargaining unit. Nothing herein shall be construed to limit the sources of information used in the evaluation process.
5. When a supervisor makes and signs a written evaluation of a teacher, a copy will be given to the teacher who will acknowledge receipt thereof in writing; a copy will be given to the evaluator; and one copy will be filed in the Superintendent's office. The teacher will be presented a copy of the evaluation no later than ten (10) school days after the observation. If the teacher disagrees with

any or all parts of the evaluation, the teacher may file written comments in the teacher's personnel file.

6. Teacher conferences may be requested by either the administration or the teacher. The conference will occur within ten (10) school days after the request for conference unless mutually agreed otherwise.
7. Assistance shall be provided as soon as possible to teachers upon recognition of difficulties.
8. Beginning immediately with the conference after the classroom observation, direction shall be offered to guide the individual toward the solution to his/her particular difficulties.

N. TEACHER RIGHTS

1. The dismissal notification required by RSA 189:13 shall be in writing stating just cause. Teacher non-renewals shall be governed solely by RSA 189:14-a and 14-b. Teachers shall be notified of non-renewal no later than April 15. All other types of formal discipline and reprimands shall be in writing stating just cause.
2. The School Board agrees that whenever a teacher is required to appear before a Principal, the Superintendent, the School Board, or any Board thereof concerning a matter which could reasonably be assumed to lead to formal disciplinary action, prior written notice shall be provided of the reasons for such a meeting, and the teacher shall be entitled to have a Union representative present to advise and represent the teacher during such meeting. Any suspension of a teacher pending charges shall be with pay.
3. Any complaints regarding a teacher, which may have an effect on the teacher's evaluation or continued employment, that are made to the administration by any parent, student, or other person shall be in writing whenever possible and shall be promptly called to the teacher's attention.
4. The teacher shall have the right to answer any complaints, and the teacher's answer shall be reviewed by the administrator and attached to the filed complaint. An informal meeting shall take place if requested by the teacher and/or parent.

O. ACADEMIC FREEDOM

1. Each teacher is entitled to freedom of discussion within the classroom on all matters, which are relevant to the subject under study, and within the teacher's area of competence. Teachers shall accept responsibility for their statements.
2. The teacher shall be free of administrative censorship and/or discipline when the teacher speaks or writes as a citizen outside the school.
3. The private and personal life of a teacher outside the school is not within the appropriate control of the School Board.

P.DUTIES

All duties shall be fairly and equitably assigned on a rotating basis where practicable.

ARTICLE V

COMPENSATION

A. BASIC SALARY SCHEDULES

The salaries and differentials of teachers are as agreed to below and also as set forth in Appendix A, which is attached to and made part of this Agreement. The parties agree that notwithstanding the provision of article V (E), employees will not advance one step on the salary schedule in the 2014-15 contract year.

Effective upon approval by the Dover City Council of the associated cost items, a committee shall be established to study the teachers' compensation/health insurance package and to recommend comprehensive adjustment to the step scale and health insurance benefits (compensation package) that seeks to adjust Dover teachers' salaries/benefits commensurate with comparable school districts. It is anticipated that the duration of the comprehensive package will be between three (3) and five (5) years. The School Board shall hire a facilitator to assist the committee in its efforts. The committee shall be comprised of five union members and five district members. The facilitator shall serve as chair of the committee and shall be a non-voting member. Any recommendations of the committee must be approved by a majority vote of the committee, with ratification by union membership and the Dover School Board. In the event the Parties are unable to come to agreement on such a compensation package, the parties agree to bring to the Dover City Council and Union Membership (for ratification) a salary package for the 2015-16 contract year equal to 1.5% COLA adjustment to the scale plus steps for eligible employees.

Teachers shall notify the District in writing by December 1st if they anticipate earning a salary track change in the first or second semester of the next school year. Track changes shall be awarded either at the beginning of the contract year or on the first day of the third academic quarter. To receive the track change, the teacher must provide evidence of the completed course work (an official or unofficial record) one (1) week prior to the first day of the contract year or one (1) week prior to the first day of the third academic quarter. If an unofficial transcript or grade report is provided, an official transcript or grade report must be provided by the teacher within thirty (30) days of submitting the unofficial transcript or grade report. If evidence of a salary track change is not provided by one (1) week prior to the first day of the third academic quarter, teachers must re-submit notification by December 1st that they anticipate earning a salary track change during the next contract year.

B. EXTRACURRICULAR ACTIVITY

1. Assignment to extracurricular activity shall be voluntary.
2. A schedule for payment of extracurricular duties is set forth in Appendix B which is attached to and made part of this Agreement.
3. The School Board may create and fund new extracurricular positions.

C. PLACEMENT ON THE SALARY SCHEDULES

1. Members of the bargaining unit shall be placed on the salary schedule at the step appropriate for degree status and years of experience unless the absence of available personnel prevents such placement.
2. Teachers entering the school system shall not be placed at a step or level higher than any currently employed teacher in the system having equal training, degree status, and/or experience.

D. METHOD AND TIME OF SALARY PAYMENT

Teachers shall receive their pay on Fridays and may elect one of the following methods for payment. In the absence of an election, teachers shall be paid under method (1) below:

1. Salary prorated over 52 weeks with 26 equal payments; or
2. Salary prorated over 52 weeks with 21 equal payments and one five-payment sum to be made at the end of the school year; or
3. Salary prorated over 42 weeks with 21 equal payments.
4. Once any of the above choices has been elected that method of payment will remain in effect until written notification by the teacher of the new election for the following school year by July 1. In the case of new teachers hired after July 1, the election shall be made within five (5) days after the date of hire.
5. Teachers may have their paychecks directly deposited in their personal banks by submitting the appropriate direct deposit materials and authorizations to the school district.

E. ANNIVERSARY DATES

For purposes of salary payment teachers serving ninety (90) work days or more will advance a step on the salary schedule on the first work day of the succeeding school year.

F. AGRICULTURAL CONTRACTS

Summer pay for high school agricultural contracts will be computed on twelve percent (12%) of the teacher's base salary in the appropriate degree and step experience levels of the contract as provided in Appendix A.

G. SUMMER CURRICULUM STUDY COMPENSATION

All teachers engaged in summer curriculum study and curricular development and those teachers providing summer instruction for students shall receive $23.50/hour in 2008-2009 and thereafter. All other teachers providing compensable services or participating in training for the District during the summer shall receive $13.00/hour.

Any teacher assigned extra responsibility, such as chairperson, will be paid an extra stipend.

H. ACADEMIC COORDINATORS

All academic coordinators shall be paid an annual stipend as follows:

Department Curriculum Coordinator and Special Education Building Coordinator:	$1700 + $60/teacher (1-9) + $115/teacher (10+ teachers)
Team Coordinator	$1275

Feedback by Academic Coordinators shall be limited to curriculum and/or curriculum implementation.

A stipend of $30 per paraprofessional employee schedule by a bargaining unit member will be paid to the bargaining unit member who determines paraprofessional's schedule.

Stipends under this section shall be paid in the first pay period in June, upon successful completion of duties.

By October 15, the District shall inform the DTU President of the names of employees receiving stipends under this section and the amounts of the stipends. Any changes or additions to stipends under this section shall be communicated to the DTU President within ten business days of the change taking effect.

The parties will establish a committee to make recommendations for job descriptions for positions under this section.

I. MILEAGE ALLOWANCE

Teachers who use their private automobiles for job-demanded intradistrict travel authorized by the Superintendent or the Superintendent's designee for assigned teaching (nursing) duties shall be reimbursed at the current IRS rate.

J. ITEMIZED PAYROLL DEDUCTIONS

A statement of payroll deductions shall be provided with each salary payment.

K. LONGEVITY

The School Board will provide longevity compensation based upon service within the district as follows:

Upon completion of 10 years	561
Upon completion of 15 years	617
Upon completion of 20 years	702
Upon completion of 25 years	785
Upon completion of 30 years	870
Upon completion of 35 years	954

L. SEVERANCE PAY

All retiring teachers, as well as teachers leaving who must have a minimum of ten (10) years of service in Dover, shall receive severance pay in the amount of thirty (30) percent of all their accumulated sick leave at their current per diem rate. Teachers must submit in writing, their irrevocable intent to retire or resign, by November 15th of the last school year of employment or severance pay may be delayed one year for budgetary purposes. Notwithstanding, teachers may withdraw their intent to retire prior to April 15th in the event there are significant and demonstrable changes in life/financial circumstances such as, but not limited to, the death of a spouse, unanticipated responsibility for dependents, illness of a family member, loss of a family member's income, loss of assets due to investment losses, or a reduction in benefits provided by the New Hampshire Retirement System..

ARTICLE VI

FRINGE BENEFITS

A. HEALTH INSURANCE

1. Effective September 1, 2017, the School Board agrees to pay the premiums in the SchoolCare Health Program or another health program providing equivalent or improved benefits, coverages, and services as follows:
2. 2017-2018 School Year: 98% of the SchoolCare Yellow plan with Choice Fund
3. 2018-2019 School Year: 97% of the SchoolCare Yellow plan with Choice Fund
4. The teacher's contribution will be paid by the individual teachers through payroll deductions.
5. The School Board agrees to submit retired teachers' payments for the health insurance coverage at the school district group rate until said retirees attain the age of sixty-five (65) per the conditions of form R-60.
6. In any year that at least fifteen percent (15%) of the bargaining unit declines health insurance coverage, each member so declining shall receive a lump sum payment of two thousand dollars ($2,000.00) on or before December 15th of the school year. The calculation of the percentage of members declining coverage for the next contract year shall be determined as of May 15.

7. The parties agree that all employee health and dental contributions shall be made in accordance with and pursuant to Internal Revenue Service Regulation 125.
8. The School Board shall establish a Section 125 Flexible Spending Account that covers qualified medical and dependent care expenses.

B. DISABILITY INSURANCE

The School Board will pay the premium for an income insurance program which will provide the following coverage: sixty percent (60%) of monthly salary up to three thousand dollars ($3,000) maximum benefit to begin after ninety (90) consecutive calendar days or expiration of accumulated sick leave, whichever is greater. Said insurance will run until age sixty-five (65) and shall be coordinated with Social Security benefits.

C. LIFE INSURANCE

The School Board shall provide one hundred percent (100%) of the costs of a life insurance policy for each member of the bargaining unit with the following coverage: natural death - $50,000, accidental death - $100,000.

D. DENTAL INSURANCE

The School Board will provide a Delta Dental Insurance Plan equal to, or better than, the current plan the School Board provides the school administrators for all members of the bargaining unit as follows:

100% of the cost of a single coverage or
50% of the cost of 2-person or family coverage

E. LIABILITY INSURANCE

The School Board will provide an "errors and omissions coverage" to all members of the bargaining unit. Coverage shall be for $1,000,000 single-incident coverage. This coverage will continue to be the same as is provided for the School Board and its administrators.

F. TAX-DEFERRED ANNUITY

The School Board agrees to allow teachers to take advantage of the federal law concerning tax-deferred annuities. Any new group must have at least ten (10) members.

G. COURSE REIMBURSEMENT

1. The sum of $70,000 shall be made available in each year of the contract for course reimbursement. Teachers in degree-granting programs in their area(s) of certification or seeking to obtain a degree leading to administrative certification will receive up to the in-state UNH degree credit costs, or as prescribed in paragraphs three (3) and four (4) of this article, with a limitation of sixteen (16) credits per calendar year, while maintaining a "B" or better grade. "B-" will not be accepted. Teachers who decided to seek graduate level degrees in areas outside of their teaching responsibilities or who enroll in non-graduate level courses must receive advance approval from the Superintendent. Teachers will be allowed to take courses needed to obtain a CAGS or equivalent degree.
2. Non-degree Programs; Professional personnel enrolled in a graduate level course directly related to the individual's area of teacher or administrative assignment, but who are not enrolled in a prescribed curriculum, will receive 100% of the full in-state UNH cost or as prescribed in paragraphs three (3) and four (4) of this article, up to eight (8) credits per calendar year, while maintaining a "B" or better grade. "B-" will not be accepted.
3. The Central Office will accept *Application for Course Approval* forms between August 1 and September 1 for classes ending during the next school year. Each teacher will be guaranteed full or partial reimbursement for one (1) course. If the total requested amount does not exceed available funds, reimbursement will be granted as prescribed in paragraphs two (2) and three (3) of this article. If the total requested amount exceeds available funds, the tuition reimbursement rate will be prorated equally.
4. If there are available funds, the Central Office will repeat the process prescribed in paragraph three (3) using the following dates: October 1 to November 1; January 1 to February 1; and April 1 to May 1.
5. All requests for reimbursement must be received in the Superintendent's Office within thirty (30) days of the date a teacher is made aware of the grade awarded, or no reimbursement will be provided.
6. Course reimbursement as referred to in paragraph #1 and #2 above shall be paid only if taken in a New England state accredited program and/or other nationally accredited college or university. Foreign institutions will be evaluated based on credentials supplied to the school department by the teacher prior to attendance.
7. Graduate classes taken while on extended leave are not eligible for reimbursement, but may be applied to advancement on the salary scale.
8. If ten (10) or more teachers enroll for the same graduate-level course offered at a District location, the District will pay the course provider directly. Other requirements of this section shall continue to apply, and teachers who do not satisfy the "B or better grade" requirement shall be responsible for the cost of the course.

9. Course reimbursements under Article VI, G, in June, July and/or August in any year will be contingent upon the teacher returning to teach in Dover for the following school year, unless the teacher is on an approved leave of absence for the following year.

H. DOMESTIC PARTNERS

The District shall grant civil union partners of employees all benefits that are granted to spouses of employees. The employee and her/his partner must be in a relationship that is legally sanctioned by the State of New Hampshire.

I. STUDENT LOAN REPAYMENT INCENTIVE

Any teacher hired at step one, two, or three with a start date no earlier than the beginning of the 2014-2015 school year, may participate in a voluntary student loan repayment incentive program. To enroll in this program, the teacher must agree to work for the District for a minimum of five years from the date of original hire. Upon enrollment, the teacher shall be eligible to receive $1000.00 per year towards repayment of that teacher's student loans for the first five years of employment. Payment shall be made during the last pay period of the school year. Should the teacher reject a contract for the ensuing school year such that the teacher would fail to fulfill his/her commitment (5 years), the teacher shall forfeit the payment otherwise due in the last year of employment. Notwithstanding, teachers who leave employment involuntarily or who must relocate due to pressing family circumstances shall have no forfeiture imposed.

ARTICLE VII

LEAVES

A. SICK LEAVE

1. Each teacher will be allowed up to 15 sick days with full pay annually of which 5 may be used for the care of a sick family member and shall accumulate such sick days to a maximum of 155 days.
2. In the event that there is an extended absence of five (5) or more consecutive days, or ten (10) incidents of absence in one school year, such teacher may be required to provide the Superintendent's Office with written confirmation of the illness, injury, or disability from a physician. When the Superintendent feels that such written confirmation is insufficient or ambiguous, the Superintendent may require the teacher to undergo an examination by a physician selected mutually by the Union and the School District and paid for by the School District to confirm or refute the claimed illness, injury, or disability which forms the basis for the sick pay request by the teacher.
3. It is of mutual concern of the parties that sick pay benefits will not be abused.

4. Disability as a result of pregnancy shall be treated as any other temporary disability.
5. Each teacher shall receive a notice of the teacher's sick leave by the first payday in October.

B. PERSONAL LEAVE

1. Subject to the limitations herein and upon written notification received at the Superintendent's office at least forty-eight (48) hours prior to the commencement of such leave, a teacher may receive with full pay two (2) days personal leave each school year to attend to the teacher's personal, family or business affairs. Personal days may not be used to extend vacation periods. Vacation periods are defined as (1) Thanksgiving, (2) Christmas Break, (3) Winter Break, and (4) Spring Break.
2. No more than five (5) teachers (except when the Superintendent authorizes more) per school day may be authorized personal leave. A list of all available personal days will be kept at the building level and made available to bargaining unit members upon request.
3. The first five (5) teachers to submit to the Superintendent's office written notification of personal leave for any school day shall be granted such leave.

C. EMERGENCY LEAVE

1. Teachers may receive with full pay three (3) days emergency leave each school year to attend to such cases as home exigencies, quarantine by the Health Department, serious illness of a member of the employee's immediate family or permanent household requiring the personal care of that member by the employee, or any other reasonable category approved by the Superintendent.
2. Emergency leave shall require the prior approval of the Superintendent. In cases where the reasons are of a highly personal nature, prior notification shall be given, indicating that the reasons are private with only such justification as is necessary to provide the Superintendent with adequate cause for granting the leave.
3. All leave requests shall be made in writing. Non-scheduled emergency leave shall be supported in writing as soon after the fact as possible. The Superintendent or the Superintendent's designee is obligated to respond in writing, identifying support or denial upon receipt of request.

D. BEREAVEMENT LEAVE FOR DEATH

1. When requested, teachers may receive with full pay funeral leave each school year as follows:

Not to exceed one (1) day:

1. Aunt or uncle
2. Step-grandparents, step-aunts or step-uncles
3. Close personal friends, if approved by the Superintendent

Not to exceed three (3) days:

1. Grandparent
2. Brother-in-law or Sister-in-law
3. Sister-in-law
4. Son-in-law
5. Daughter-in-law
6. Sister
7. Brother
8. Parents-in-law
9. Step-relations 2-7
10. Relatives living in the household

Not to exceed five (5) days:

1. Spouse or domestic partner
2. Child
3. Parent
4. Sister or brother living in the household
5. Step-children, step-parents, step-sister or step-brother living in the household

2. The Superintendent may extend funeral leave upon a teacher's request.

E. RELIGIOUS LEAVE

Teachers may receive with full pay three (3) days leave each school year for nationally recognized religious holidays where the tenets of the teacher's religion prohibit work on such holidays. Teachers shall give two (2) weeks advance written notice to the Superintendent for all days of religious leave.

F. JUROR LEAVE

Teachers on jury duty shall be entitled to pay differential and continued benefits while fulfilling jury duty.

G. PROFESSIONAL LEAVE

With the prior approval of the Superintendent or the Superintendent's designee, teachers shall be entitled to a total of three (3) days leave of absence per school year with full pay for attendance at professional meetings, conferences, conventions, for the purpose of school visitation, and for the purpose of receiving a higher degree. Except under extenuating circumstances, written notice of professional leave shall be

received in the Superintendent's office seven (7) school days prior to such leave. Leaves shall not be available under this section of the contract to attend ceremonial events such as a graduation ceremony.

H. ACADEMIC LEAVE

1. An academic leave of absence without pay will be granted at the request of any staff member who has been employed in the system for four or more years. All academic leaves shall last for one (1) full school year of the Dover public schools.
2. Application for academic leave shall be made no later than March 15 of the year preceding the year of leave.
3. Upon return to teaching duties in Dover, teachers in degree-granting programs will receive reimbursement for up to the in-state UNH degree credit costs with a limitation of sixteen (16) credits per academic year while maintaining a "B" or better grade. A "B-" will not be accepted.
4. A teacher on academic leave shall notify the Superintendent no later than March 15 of the leave year that the teacher intends to return to teaching at the beginning of the next school year or the Superintendent may consider the teacher as resigned.

I. FAMILY LEAVE

1. A teacher who is pregnant shall be entitled, without pay or salary schedule growth, upon request, to a leave to begin at any time between the commencement of her pregnancy and one (1) school year after the child is born to her. It shall be the duty and responsibility of the teacher to notify the Superintendent, in writing, of her desire to take such a leave. Except in cases of emergency the teacher shall also give at least thirty (30) days notice prior to the date on which her leave is to begin. A teacher who is pregnant may continue in active employment until as late into her pregnancy as she desires, provided she is able to properly perform all required functions.
2. A teacher on maternity leave must notify the Superintendent in writing of her intent to return to her position or the equivalent by March 15 preceding the beginning of the school year. The Superintendent shall provide timely acknowledgment in writing of such notice from the teacher.
3. A male teacher may be entitled, upon request, to leave to begin at any time between the birth of a child to his wife and one (1) school year thereafter.
4. Any teacher adopting a child may be granted a leave of absence at any time after the date of adoption and may continue up to one school year after the adoption. Such leave may commence upon the teacher's receiving de facto custody of said child, or up to three (3) months earlier if necessary to fulfill the requirements for the adoption.

J. MILITARY LEAVE

Military leave shall be granted to any teacher who is inducted or called to active duty in any branch of the armed forces of the United States. For the period of said call to active duty, said teacher will be compensated by the District paying the difference between their school district salary and their annualized military salary. Upon return from such leave, a teacher will be placed on the salary schedule at the level

that the teacher would have achieved had the teacher remained actively employed in the system during the period of the absence. Salary scale growth limit is to equal the period of original induction or period of call to active duty. However, the period for tenure shall not be reduced by the person's active duty.

K. UNION LEAVE

The Union President or the President's designee shall receive five (5) school days per year to attend to the affairs of the Union. Any Union Member duly elected shall be granted one day of union leave to attend the annual NEA-NH Assembly of Delegates. In addition to the Union President or his/her designee, one (1) addition Union member who holds a state or national office may be granted additional leave time by the superintendent.

L. EXTENDED LEAVE

Teachers may apply for an unpaid extended leave of absence which shall be granted at the discretion of the Superintendent and subject to the approval of the School Board for any of the following reasons:

1. Professional activities associated with an agency of the government, inclusive of elective office.
2. To accept a position as an officer or representative of his/her state or national union.
3. Peace Corps
4. Vista Program
5. National teachers' groups
6. Job-related travel
7. Prolonged illness, needed rest, and necessities of the home; professional improvement; or for any other activity which would benefit the Dover School System.

M. OTHER LEAVE PROVISIONS

1. All benefits to which a teacher was entitled at the time a leave of absence commenced shall be restored to the teacher upon return, and the teacher will be assigned to the same or an available substantially equivalent position.
2. A teacher on a leave of absence must notify the Superintendent of Schools by March 15, in the year which the teacher's leave expires, of the teacher's intent to return the following September.
3. Leaves of absence may be extended by the School Board.
4. Teachers shall be granted the full amount of sick, personal and emergency leaves at the beginning of each year. Teachers shall be required to reimburse the District on a pro-rated basis if the teacher leaves the District prior to working sufficient days to earn any leave taken.

a. SICK LEAVE BANK

1. Each covered employee under this Agreement may donate up to two (2) days of accumulated sick leave each year by September 30. The maximum number of days the Bank shall be allowed to carry over from year to year shall be the number of bargaining unit members, minus the number of new hires for the upcoming year. The Bank shall be allowed to accumulate up to an amount equal to the number of members in the bargaining unit. Any covered employee who contributes to the Sick Bank may borrow sick days from this Bank based upon the following formula:

    a. Up to one year of service in this system, 15 days additional sick leave;
    b. Up to two years of service in this system, up to 30 days additional sick leave;
    c. Up to three years or more of service in this system, up to 45 days additional sick leave.

2. The basic criteria for applying for and using sick leave from this Sick Bank shall be:

    a. The covered employee's accumulated sick and personal leave shall have been exhausted;
    b. The covered employee shall have been involved in a major operation, or a serious and prolonged illness;
    c. The days borrowed by the covered employee shall be paid back by the borrowing employee at a rate of not less than six (6) days per year, except that days previously donated by the covered employee would be subtracted from the days borrowed.

3. Application for use of the Sick Leave Bank shall be made to an Association-designated committee of three (3) teachers for evaluation and disposition based upon reasonable rules and regulations adopted by the Association to administer this benefit. The decision of the Association committee to approve use of the Sick Leave Bank shall be communicated in writing to the Superintendent for record-keeping purposes. It shall also be the responsibility of the Association to communicate in writing to the Superintendent's Office the names of employees contributing to the Sick Leave Bank.

ARTICLE VIII

EXCLUSIVE UNION RIGHTS AND RESPONSIBILITIES

A. PAYROLL DUES DEDUCTION

1. The School Board agrees to deduct from the salaries of its teachers dues for the Dover Teachers' Union, NEA-New Hampshire, NEA, as said teachers individually and voluntarily authorize the

School Board to deduct. Said monies shall be transmitted to the Dover Teachers' Union treasurer on a monthly basis.

2. The Dover Teachers' Union shall certify to the School Board in writing the current rate of its membership dues. If there is any change in the rate of its membership dues, the Union shall give the School Board written notice, prior to the effective date of such change. Dues deductions shall be made on each pay week in an amount equal to $^1/_{21}$ or $^1/_{26}$ of the annual dues as defined in this paragraph.
3. The Union shall be notified of any teacher being dropped from payroll deductions.
4. Any teacher desiring to have the School Board discontinue deductions that the teacher has previously authorized must make such authorization in writing to the Superintendent of Schools, to the NEA-NH, and to the Dover Teachers' Union sixty (60) days prior to September 1 of any subsequent membership year.
5. The initial payroll deduction shall be made within two (2) pay periods following the central office's receipt of the dues deduction authorization.
6. Any teacher who does not voluntarily and individually authorize the School Board to deduct dues or who has not presented proof of payment of dues to the Superintendent of Schools by October 1 of each year, shall have an amount determined by the Union, but not to exceed Union dues deducted from their paycheck each pay period. In lieu of agency fee payments to the Union, a non-member may elect to have his/her agency fee transmitted monthly to the Dover Teachers' Union treasurer who shall deposit said monies into the Dover Teachers' Union James R. Cavanaugh Memorial Scholarship Fund. The Union agrees to defend and hold the Board harmless from any claims arising from the enforcement of this provision.

B. USE OF BUILDINGS

After the close of school on school days, the Union shall have the right to use designated areas in school buildings for official Union meetings of teachers provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the principal and/or central office in advance. There shall be no cost to the Union for such meetings so long as no overtime custodial cost to the School Board is involved.

C. BULLETIN BOARDS

The Union shall have a bulletin board in each faculty lounge and/or teachers' dining room and be legally responsible for notices placed thereon. Copies of all materials to be posted on such bulletin boards shall be given to the building principal.

D. MAIL FACILITIES AND MAILBOXES

The Union shall have the right to use the interschool mail facilities and school mailboxes in a reasonable manner and without the approval of building principals. The School District shall assume no responsibility for any communications transported via the interschool mail facilities.

E. COMMUNIQUÉS

As a non-exclusive privilege, designated representatives of the Union shall be allowed to receive telephone calls and other communiqués concerning Union business at any time during school hours so long as it does not disrupt normal school operations.

F. INFORMATION

1. The School Board shall respond within a reasonable time to Union requests for public records relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement.
2. If the agenda of a public School Board meeting has been prepared twenty-four (24) hours in advance of such School Board meeting, it shall be mailed to the President of the Union at the President's school address. If school is not in session, it shall be mailed to the home address of the Union President.
3. A copy of the minutes of all public School Board meetings shall be mailed to the President of the Union at the President's home or school address.

G. RELEASE TIME

Members of the Union will be permitted to attend a maximum of two (2) official meetings per month of the Union ten (10) minutes after the completion of the regularly scheduled pupil day.

H. THE DOVER SCHOOL DISTRICT POLICY MANUAL

1. The School Board will place all policies online and make the Union aware of any changes, deletions or additions.
2. All policies affecting teachers shall be applied and enforced fairly and equitably.

I. UNION REPRESENTATIVE

1. The Union shall furnish the School Board with a list of its officers and authorized representatives and shall as soon as possible notify the School Board in writing of any change.
2. For the purpose of processing grievances, requesting Union use of school buildings, and speaking after principal's meetings, no teacher shall be considered to be a Union representative by a Principal, the Superintendent, or the School Board unless such teacher's name appears on the current list described in the preceding paragraph.

J. UNION'S RIGHT TO SPEAK

A Union representative may speak to the teachers following the completion of a principal's meeting.

K. PROTECTION OF INDIVIDUAL AND GROUP RIGHTS

1. Nothing contained herein shall be construed to prevent the School Board, a member of the School Board, or their designated representatives from meeting with any teacher for expression of the teacher's views. In the area of collective bargaining, no changes or modifications in this Agreement shall be made except through consultation or negotiation with the Union.
2. Nothing contained herein shall be construed to permit any organization other than the Union to participate in the processing of a grievance.
3. Nothing contained herein shall be construed to prevent any teacher from informally discussing any dispute with his/her immediate superior or processing a grievance on his/her own behalf in accordance with the grievance procedure.

L. NO UNION ACTIVITY ON SCHOOL TIME

Except as provided herein, the Union agrees that no teacher or Union representative will engage in Union activities during his/her assigned duties.

M. UNION PRESIDENT RELEASE FROM DUTIES

The Union President will be relieved of all assigned duties other than regular classroom teaching assignments.

ARTICLE IX

ASSIGNMENTS, TRANSFERS, VACANCIES, PROMOTIONS, AND JOB-SHARING

A. ASSIGNMENTS

1. Reasonable effort will be made to notify teachers of their class and/or subject assignments and room assignments for the forthcoming year not later than August 15.
2. In the event that changes in such schedules and/or assignments are proposed after August 15, any teacher so affected shall be notified promptly in writing. Upon request of the teacher, changes shall be promptly reviewed between the Superintendent and the teacher. The teacher, at the teacher's option, may have a representative of the Union present at said meeting.
3. New teachers will be notified of assignments as soon as possible but in no event later than September 1. If a vacancy occurs four (4) weeks prior to the opening of school or a current

vacancy continues to exist, teachers hired for said vacancies will be notified of their assignment no later than the first day of employment.

B. INVOLUNTARY TRANSFERS

1. Notice of an involuntary transfer or reassignment shall be given to teachers in writing as soon as practicable and, only in cases of emergency, not later than the first day of school.
2. When an involuntary transfer or reassignment is necessary, a teacher's area of competence, grade level experience, major and minor field of study, length of service in the Dover School District, length of service in the particular school building, the needs of the Dover School District and other relevant factors shall be considered in determining which teacher is to be transferred or reassigned. Teachers with less than five (5) years seniority may be transferred without regard to seniority. When teachers with more than five (5) years seniority are involved, then the least senior may be transferred first. Transfers within the school building will be excluded from this section. All transfers will be for sound educational reasons.
3. The Superintendent will meet with a teacher, who is to be transferred and advise the teacher of the transfer. Said meeting will take place only after the current Principal has first discussed the transfer with the teacher.
4. A list of position openings shall be posted in each school building and made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the positions, in order of preference, to which they desire to be transferred.
5. Teachers being involuntarily transferred or reassigned from their present position shall have preference, all other factors being equal, over those seeking voluntary transfer or reassignment in regard to choose among those positions which are vacant. A teacher being involuntarily transferred or reassigned shall be placed only in a position for which the teacher is certified.

C. VOLUNTARY TRANSFERS

1. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than April 25 preceding the school year for which the change is desired. Such statement shall include the grade and/or subject to which the teacher desires to be transferred, in order of preference.
2. If more than one teacher desires a transfer to the same vacant position, length of service shall be a factor considered in determining transfers.
3. Before a teacher is assigned or transferred to a particular school, the Principal of the school in question will recommend the assignment or transfer to the Superintendent.
4. Notice of transfer will be given to the teacher as soon as practicable and under normal circumstances not later than July 25.

D. VACANCIES

1. A list of known vacancies in teaching positions for the following school year will be posted by April 15 and a copy sent to the Union President. During the months of July and August, written notices of any such vacancy will be sent to the Union President's home as well as being conspicuously posted when teachers pick up their summer paychecks. The listing will include, school, grade, subject(s) and other relevant information, to the extent known, of new positions and/or openings occasioned by the retirement/resignation of personnel.
2. Teachers desiring to be considered for such positions will submit a letter to the Superintendent within ten (10) calendar days of the posting date.

E. PROMOTIONS

1. Promotional positions are defined as academic coordinators, which require greater supervisory responsibility and authority.
2. Beginning in August 2014, academic coordinators will be selected every two years prior to the start of the school year. During the months of July and August, if a vacancy occurs, written notices of any such vacancy will be posted in each school building and also sent to the Union President's home address. No promotional vacancy will be filled except in an emergency within fifteen (15) days from the date the notice is posted in the schools or the giving of notification to the Union President.
3. All qualified teachers will be given adequate opportunity bi-annually to make application for such position. The School Board agrees to give due weight to the professional background and attainments of all applicants including their area of competence, major and/or minor fields of study, quality of teaching performance, and length of service in the Dover School System. The needs of the system will also be considered in the selection. Appointments will be made as soon as possible. If, however, a vacancy occurs during the school year, the successful applicant shall forthwith be notified in writing, but the School Board may postpone the actual assignment until the beginning of the school year.
4. All current employees who ask for an interview shall be interviewed.
5. If said candidate is not elected by the School Board, the vote will not be reflected in the candidate's employment record.

F. JOB-SHARING

1. **Definition**

   Job sharing is defined as a budgeted full-time position shared by two persons.

2. Two teachers may voluntarily elect to submit a proposal to job-share. Upon receipt of a proposal to job-share as defined in 1, the Principal of the building in which the position exists will consider the proposal first and shall make a recommendation to the Superintendent. The Superintendent will

consider the proposal and make a recommendation to the School Board. The School Board's decision will be final. The proposal to job-share must be made by March 1 of the school year prior to the school year the job-share will commence. Consideration of a proposal may include but is not limited to interviews with the teachers.

3. A request to continue a job-share position must be made annually by March 1 of each school year and shall be subject to the decision process contained in 2 above.

4. **Discontinuance of Position**

   If a job-share position is eliminated by action of the School Board, the teachers sharing the position shall be subject to the Layoffs and Recall provisions of the Master Agreement.

   If the job-share position is discontinued at the request of both the job-share teachers, the teachers will be placed in accordance with the Voluntary Transfer provisions of the Master Agreement.

   If one of the job-share teachers leaves or elects to take a full-time position and there is no candidate acceptable to the District to fill the job-share position, the position shall revert to full time, and the remaining teacher may, in accordance with the Layoffs and Recall provisions of the Master Agreement, be offered the full-time position, except when another teacher has a priority claim to the position under provisions of this Master agreement (e.g., Layoff and Recall provisions, returning from leave).

5. **Seniority**

   Job-share teachers shall accrue seniority prorated on the amount of time each teacher participates in the position.

6. **Salary**

   Job-share teachers will receive a prorated salary based upon each teacher's placement on the salary schedule.

7. **Insurance**

   Subject to the approval of the appropriate insurance carrier, job-share teachers will, on a prorated basis, receive the same health and life insurance benefits accorded to full-time teachers based upon each job-share teacher's work schedule in proportion to a full-time teacher's work schedule.

8. **Pension**

   Subject to the approval of the New Hampshire State Retirement System, job-share teachers who teach fifty percent (50%) will participate in the retirement system.

9. **Leave Days**

   Job-share teachers will receive sick and personal days on the same basis as full-time teachers prorated between the two teachers.

10. **Course Tuition Reimbursement**

Job-share teachers will receive the same tuition reimbursement as full-time teachers prorated on the basis of the amount of time each teacher participates in the position in proportion to the full-time equivalent.

11. **Longevity**

Job-share teachers shall be eligible for longevity payments on the same basis as full-time teachers. Job-share teachers shall earn longevity credits proportional to the amount of time worked.

12. **Severance**

Job-share teachers shall be eligible for severance on the same basis as full-time teachers.

13. **Planning Periods**

Job-share teachers shall be entitled to the same number of planning periods as a full-time teacher with the division of the planning periods to be determined between the job-share teachers based on when the planning periods are scheduled.

14. **Parent Conferences, Open House, Staff Meetings, and Evening Meetings**

Job-share teachers shall submit a plan for coverage of parent conferences, open house, staff meetings, and evening meetings, and similar activities which must be approved by the Principal(s).

15. Whenever possible, job-share teachers should adjust schedules to cover one another's absences.

16. Unless otherwise specified, job-share teachers shall be subject to the provisions of the Master Agreement.

ARTICLE X

LAYOFFS AND RECALL

A. LAYOFFS

1. Notification of intended layoffs shall be given as far in advance as possible.
2. A teacher shall have the right to an explanation for the reasons of layoff by the Superintendent or the Superintendent's designee. The personnel file of a teacher laid off for economic reasons (including decrease in enrollment) shall indicate that such was the reason for layoff.
3. In the event the Board finds it necessary to reduce the number of teachers in the District, non-tenured teachers will be laid off first. For both tenured and non-tenured teachers, evaluations and seniority shall determine the order of layoff and recall in the certification within which hired. The teacher will be provided with all the information that forms the basis for the layoff. This article shall not be used as a method of terminating an employee's employment for any reason other than declining enrollment, district budget reductions or elimination of a program.

4. Seniority for the purpose of layoffs and recall shall be limited to the grade level of the teacher's Dover experience. Elementary teachers shall be limited to elementary layoffs and recall. Secondary teachers shall be limited to the secondary assignments for layoff and recall purposes.
5. All specialists shall be laid off within their specialty area. Specialists as defined in this section shall mean:

   Art
   Music
   Physical Education
   Special Education
   Speech and Language Therapists
   Learning Disabilities Professionals
   Physical Therapists
   Occupational Therapists
   Guidance
   Social Workers
   Librarians/Media Specialists
   Nurses
   Reading Specialists
   STEM

Specialists for the purpose of this section shall be eligible for layoff and recall throughout grades 1-12 based upon their specialty certification. Guidance counselors and social workers can only fill positions for which they are certified.

6. For purposes of layoff, when seniority is equal, lay-off shall be determined by lottery.

B. RECALL

1. Teachers who have been laid off shall be recalled as needed and to a position for which they are certified, and in a certification in which they worked during the previous six (6) years, based on their total years of teaching service in Dover for a period of two years from the date of layoff.
2. No new appointments shall be made while these teachers are available in these specific vacancies.

ARTICLE XI

EDUCATIONAL COUNCIL

A. A Joint Educational Council shall be established during the term of this Agreement. It shall consist of five (5) representatives - two (2) of whom shall be School Board members and three (3) of whom

shall be from the administration appointed by the Superintendent; one (1) of whom shall be the Superintendent or the Superintendent's designee; and five (5) Dover teachers as appointed by the Union. The Council shall meet at least three (3) times a year.

B. The Educational Council shall establish its own rules of procedure. Meetings shall be chaired by the Superintendent and the Union President who shall jointly be responsible for the arrangement and the conduct of the meetings. Meetings shall be open to the public by majority vote of the Educational Council.

C. The Council shall meet by prepared agenda.

D. The function of the Educational Council shall be to discuss curriculum and instructional issues pertinent to the Dover school system. The Educational Council shall not discuss issues which are contractual and/or subject to collective bargaining. The parties agree that the Educational Council shall not be a forum for grievances. Complaints of any nature shall not be voiced at the Educational Council meetings.

E. Reports and recommendations shall be reduced to writing.

ARTICLE XII

FAIR PRACTICES

A. FAIR PRACTICES

1. The School Board and the Union agree that there will be no reprisals of any kind taken against any teacher by reason of the teacher's membership or non-membership in the Union or participation in its lawful activities. Nothing in this contract shall detract from any statutory and/or constitutional rights the employees might have.
2. The School Board and the Union agree and recognize that the Dover School District does not and will not discriminate against any teacher on the basis of race, creed, sex, sexual orientation, gender, national origin, marital status, domicile, age, disability or membership and activities in the Union and its affiliates with respect to hours, wages, or any terms or conditions of employment.
3. The Union will continue its policy of accepting into membership all eligible persons in the unit without regard to race, creed, sex, sexual orientation, national origin, marital status, domicile, age, or disability. The Union will represent equally all persons without regard to membership in, or association with, the activities of the Union.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

A. SAVINGS-SEPARABILITY CLAUSE

1. If any provision of this Agreement is, or shall be at any time, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.
2. In the event that any provision of this Agreement is, or shall be at any time, contrary to law, all other provisions of this Agreement shall continue in effect.
3. The terms and conditions of this Agreement shall not be modified, amended, or altered in any way unless made in writing and signed by both parties.

B. NOTICE

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by email or registered letter at the following address:

1. If by the Union, to the School Board at the Superintendent's office.
2. If by the School Board, to the Union at the school or home address of the elected Union President.

C. EXISTING LAWS AND REGULATIONS PRESERVED

The rights and benefits of the persons provided herein are in addition to those provided by city, state, or federal law, rule or regulation, including without limitation all applicable continuing contract, pension, or education laws and regulations.

D. PRINTING AND DISTRIBUTION OF THIS AGREEMENT

1. The parties agree to share equally in the costs of printing this Agreement in booklet form.
2. The Union agrees to distribute a copy of this Agreement to each teacher presently employed by the School Board. The School Board agrees to distribute a copy of this Agreement to each new teacher employed by the School Board.

ARTICLE XIV

DURATION

A. Duration

1. This Agreement shall be effective as of September 1, 2017, and shall continue in effect until and including August 31, 2019, unless a comprehensive successor/replacement agreement is reached, and ratified, in accordance with Article V (A). This Agreement shall not be extended orally, and it is expressly understood that it shall be automatically renewed and remain in full force and effect unless either notifies the other of its intent to terminate or modify the terms of this Agreement.
2. The School Board and the Union agree to begin negotiations for a successor Agreement no later than September 10, 2018, unless a comprehensive success/replacement agreement is reached, and ratified, in accordance with Article V (A).
3. The parties agree to adhere to the bargaining schedules as outlined in RSA 273-A, specifically RSA 273-A:12, in order to afford the School Board the necessary time to prepare and to submit the school department budget.
4. The School Board agrees to inform the City Council of the cost impact of the Agreement. If the City Council does not provide the funding for the cost items for the School Board may declare the Agreement void; in which case the parties will resume negotiations.
5. In witness whereof the parties have caused this Agreement to be signed by their respective representatives, attested by their respective representatives and attested by their respective secretaries.

DOVER TEACHERS' UNION

BY: _____

President

BY: _____

Secretary

DATE: _____

DOVER SCHOOL BOARD

BY: _____

Chairperson

BY: _____

Secretary

DATE: _____

APPENDIX A

SALARY SCHEDULE
EFFECTIVE SEPTEMBER 1, 2017 - AUGUST 31, 2018

YRS EXP.	STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
0	1	35,231	36,129	37,051	37,996	38,964	39,957
1	2	36,358	37,285	38,236	39,212	40,211	41,236
2	3	37,522	38,478	39,460	40,466	41,497	42,555
3,4	4	38,722	39,710	40,723	41,761	42,825	43,917
5	5	39,962	40,980	42,026	43,098	44,196	45,322
6	6	41,239	42,292	43,371	44,477	45,610	46,773
7	7	42,560	43,645	44,758	45,900	47,069	48,270
8	8	43,921	45,042	46,191	47,369	48,576	49,814
9	9	45,327	46,483	47,669	48,885	50,130	51,408
10	10	46,777	47,970	49,194	50,449	51,734	53,053
11	11	48,274	49,505	50,768	52,063	53,390	54,751
12	12	49,818	51,090	52,393	53,729	55,098	56,503
13	13	51,413	52,725	54,070	55,449	56,861	58,311
14	14	53,058	54,412	55,800	57,223	58,681	60,177
15	15	54,756	56,153	57,585	59,054	60,559	62,103
16	16	56,508	57,950	59,428	60,944	62,497	64,090
17	17	58,317	59,804	61,330	62,894	64,496	66,141
18	18	60,183	61,718	63,292	64,907	66,560	68,257
19	19	62,637	64,219	65,845	67,511	69,218	70,968
20	20	65,186	66,817	68,495	70,216	71,977	73,782

CAGS	825
PhD	1651

SALARY SCHEDULE
EFFECTIVE SEPTEMBER 1, 2018 - AUGUST 31, 2019

Yrs Exp.	Step	BA	BA+15	BA+30	MA	MA+15	MA+30	CAGS	DOC
0	1	36,288	37,213	38,163	39,136	40,133	41,156	41,981	42,807
1	2	37,449	38,404	39,383	40,388	41,417	42,473	43,298	44,124
2	3	38,647	39,632	40,644	41,680	42,742	43,832	44,657	45,483
3	4	39,884	40,901	41,945	43,014	44,110	45,235	46,060	46,886
4,5	5	41,160	42,209	43,287	44,391	45,522	46,682	47,507	48,333
6	6	42,477	43,561	44,672	45,811	46,978	48,135	48,960	49,786
7	7	43,837	44,954	46,101	47,277	48,481	49,718	50,543	51,369
8	8	45,239	46,393	47,577	48,790	50,033	51,308	52,133	52,959
9	9	46,687	47,877	49,099	50,352	51,634	52,950	53,775	54,601
10	10	48,180	49,409	50,670	51,962	53,286	54,645	55,470	56,296
11	11	49,722	50,990	52,291	53,625	54,992	56,394	57,219	58,045
12	12	51,314	52,623	53,965	55,341	56,751	58,198	59,023	59,849
13	13	52,955	54,307	55,692	57,112	58,567	60,060	60,885	61,711
14	14	54,651	56,044	57,474	58,940	60,441	61,982	62,807	63,633
15	15	56,399	57,838	59,313	60,826	62,376	63,966	64,791	65,617
16	16	58,204	59,689	61,211	62,772	64,372	66,013	66,838	67,664
17	17	60,067	61,598	63,170	64,781	66,431	68,125	68,950	69,776
18	18	61,988	63,570	65,191	66,854	68,557	70,305	71,130	71,956
19	19	64,516	66,146	67,820	69,536	71,295	73,097	73,922	74,748
20+	20	67,142	68,822	70,550	72,322	74,136	75,995	76,820	77,646

CAGS	825
PhD	1651

APPENDIX B

EXTRACURRICULAR ATHLETICS

FOOTBALL	2009-2016
Varsity - Head Coach	5264
Asst. Varsity Football Coach	3488
Asst. Varsity Football Coach	3488
Jr. Varsity Asst. Coach	3488
Freshman Coach	3007
Freshman Coach	3007
BASKETBALL	
Varsity - Head Coach – Boys	5264
Varsity - Head Coach – Girls	5264
Jr. Varsity – Boys	3488
Jr. Varsity – Girls	3488
Freshman Coach – Boys	3007
Freshman Coach – Girls	3007
Middle School - Head Coach –Boys	2616
Middle School - Head Coach – Girls	2616
Middle School - Asst. Coach – Boys	1504
Middle School - Asst Coach – Girls	1504
BASEBALL	
Varsity - Head Coach – Boys	4059
Junior Varsity Coach – Boys	2616
Freshman	2098
FIELD HOCKEY	
Varsity - Head Coach – Girls	3458
Jr. Varsity – Girls	2407
Freshman Coach – Girls	1504
Middle School - Head Coach – Girls	1504
TRACK	
Head Spring Track Coach	4059
1st Asst. Coach	2407
2nd Asst. Coach	2407
Winter Track – Boys	4059
Winter Track – Girls	4059
Winter Track - Boys/Girls 1st Asst.	1895
Middle School Head Coach Boys/Girls	2407
Middle School Asst. Coach Boys/Girls	1504

LACROSSE	
Varsity	2886
Jr. Varsity	1895
SKI	
Varsity – Alpine	2345
SOFTBALL	
Varsity High School – Girls	4059
Jr. Vars. High School - Girls	2616
Freshman	2098
GOLF	
High School - Boys & Girls	1865
TENNIS	
High School – Boys	2345
High School - Girls	2345
Middle School – Boys/Girls	1504
CROSS COUNTRY	
High School - Boys/Girls	3127
Middle School - Boys/Girls	1504
CHEERLEADING	
Fall Cheerleading	4059
Winter Cheerleading	4059
Fall Cheerleading - Jr. Vars.	2407
Winter Cheerleading - Jr. Vars.	2407
Middle School - Head Coach	1504
SOCCER	
High School – Boys	3458
High School - Girls	3458
Jr. Varsity - High School - Boys	2407
Jr. Varsity - High School - Girls	2407
Frosh - Boys	1895
Frosh - Girls	1895
Middle School - Boys	1895
Middle School - Girls	1895
ICE HOCKEY	
Head Coach (DHS)	4931
Asst./J.V.	3007

SWIMMING/DIVING

Head Coach	1705

COCURRICULAR ACTIVITIES

	2009-16
CATEGORY I:	561
CATEGORY II:	916
CATEGORY III:	1827
CATEGORY IV:	2460

CATEGORY I:

A F S
Class Advisors - Freshman
Class Advisors - Sophomore
DECA
Elementary Yearbook
Elementary Student Council
Escoffier
Forensic Club Advisor
French Club
Key Club
Latin Club (Classics)
Mathalon Coach
Mu Alpha Theta
Newspaper
SADD
SEARCH
Spanish Club
Sr. High Asst. Yearbook Advisor
World Arts Club
YOUTH TO YOUTH

CATEGORY II:

Class Advisors - Junior
Class Advisors - Senior
Grade 5 & 6 Student Council
DMS Yearbook

INTRAMURALS

Elem.- Woodman Park - Boys
Elem.- Woodman Park - Girls
Elem.- Horne Street - Boys
Elem.- Horne Street - Girls
Elem.- Garrison - Boys
Elem.- Garrison - Girls
Middle School Director
Middle School – Boys
Middle School – Girls
Future Farmers of America
National Honor Society
VICA

CATEGORY III:

DMS Student Council 7/8
Elementary Band (combined)
Sr. High Color Guard
Sr. High Drama Club
Sr. High Student Council
Sr. High Yearbook Advisor
DMS - Drama
DMS - Band

CATEGORY IV:

DHS Band Director

Memorandum of Understanding
Regarding Video and Audio Surveillance

1. Neither video nor audio surveillance shall be used for employee evaluation.

2. Neither video nor audio surveillance shall be used for employee discipline unless a supervisor observes an employee committing a disciplinable act while the supervisor is reviewing surveillance for student wrongdoing, or unless an administrator has "probable cause" to review video and audio surveillance material.

3. An employee has the right to access and receive copies of any surveillance material if it is being used for disciplinary purposes.

4. No video or audio surveillance devices shall be placed in classrooms, labs, or department offices except as allowed by law and with knowledge of the teacher.

DOVER SCHOOL DISTRICT

Dover School Board
&
Dover Teachers Union

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Parties engaged in fact finding that resulted in the Parties accepting the recommendations of the Fact Finder;

WHEREAS, the Dover City Council approved the cost items as recommended by the Fact Finder;

WHEREAS, the recommendations of the Fact Finder inadvertently omitted two components of the Parties' prior tentative agreement;

WHEREAS, the Parties intended that the two omitted provisions that were part of the prior tentative agreement would be included in the final agreement;

WHEREAS, given that the 2017-2018 operating budget includes the funds to cover any costs associated with this Memorandum of Understanding, further approval of the legislative body is unnecessary.

NOW THEREFORE, the Parties agree that the following two provisions shall be part of the collective bargaining agreement effective September 1, 2018:

1. Article IV, 5:

Kindergarten teachers may be required to attend Camp Explore for a maximum of three days. Camp Explore shall be scheduled no earlier than one week prior to the first work day for non-kindergarten teachers.

2. Article VI, A, 3:

The district shall pay 100% of the cost of insurance premiums for eligible teachers who are married to another teacher and who enroll in two-person or family medical insurance. In addition, said employees shall receive a medical compensation stipend of $1,000 each, annually. This stipend shall be awarded annually and will be included with the first paycheck in December.