



**DOVER SCHOOL  
DISTRICT**

## DOVER SCHOOL BOARD - AGENDA

Meeting Type:	Special Session #5
Meeting Location:	Media Ctr. (Rm. 306) McConnell Ctr.
Meeting Date:	Monday, April 29, 2013
Meeting Time:	6:30 p.m.

### **A. ROLL CALL**

### **B. PLEDGE OF ALLEGIANCE**

### **C. CITIZENS' FORUM (Limited to Agenda Items Only)**

### **D. CONSENT AGENDA**

#### **1. Correspondence: NONE**

#### **2. Resignations/Retirements:**

- a. Rebecca Riddle Woodman Park School
- b. Kimberley Russell, Woodman Park School
- c. Victoria Sandin, Dover High School
- d. Jayson Vallee, Alternative Program

#### **3. Leaves of Absence: NONE**

#### **4. Nominations:**

- Sheet 1: Re-nomination of Administrators
- Sheet 2: Re-nomination of Professionals Engaged in Teaching and Educators
- Sheet 3: Nomination and Election of Non-Union Personnel
- Sheet 4: Nomination and Election of Positions

#### **5. Extended Travel (Student Trips): NONE**

### **E. POLICY ADOPTION:**

- a. ACAA-R Student Discrimination and Harassment Complaint Procedure
- b. ACAB-R Employee and Third Party Discrimination and Harassment Complaint Procedure

### **F. OLD BUSINESS**

- 1. Approval to Unseal Minutes
- 2. Legal Fee Payment Request by Board Member

### **G. NEW BUSINESS**

- 1. Approval to Enter Multi-Year Discount Program Agreement (2016) with Primex

### **H. ADJOURNMENT**

**OFFICE OF THE SUPERINTENDENT  
DOVER PUBLIC SCHOOLS  
DOVER, NEW HAMPSHIRE**

TO: **DOVER SCHOOL BOARD**

DATE: April 29, 2013

MEMORANDUM: Renomination of Administrators.

In accordance with Chapter 189, Section 39 of the New Hampshire School laws of 1963, I hereby nominate the following persons for the designated positions for the 2013-2014 school year.

**ELEMENTARY**

Boodey, Patrick, Principal  
McKenney, Michael, Principal

**DOVER MIDDLE SCHOOL**

Lyndes, Kimberly, Principal  
Isabelle, Amanda, Dean of Students  
Patrick, Bruce, Dean of Students

**DOVER HIGH SCHOOL**

Altbergs, Jon, Dean of Instruction  
Perez, Michael, Dean of Students  
Stephens, Kimberly, Freshman Dean

**DISTRICT-WIDE**

Glynn, Paula, Federal Projects/Curriculum Instruction Assessment Director (Partial Federal Funding)  
Limanni, Michael, Business Administrator  
Strand, Deanna, Dover Adult Learning Center Executive Director  
Wotton, Peter, Athletics Director

2013-2014 NOMINATIONS  
for Professionals Engaged in Teaching and Educators

TO: DOVER SCHOOL BOARD

DATE: April 29, 2013

MEMORANDUM: Re-nomination of Professionals Engaged in Teaching and Educators

In accordance with Chapter 189, Section 39 of the New Hampshire School laws of 1963, I hereby nominate the following persons for the designated positions for the 2013-2014 school year.

ALTERNATIVE HIGH SCHOOL:

EVANS, SCOTT  
SCHWARTZ, BENJAMIN

DOVER HIGH SCHOOL:

ANDERSON, MAYBETH  
ARGIROPOLIS, JOHN  
BASCOM, CARRIE  
BONELLO, JESSICA  
BOULANGER, MICHELE  
BROWN, PATRICIA  
CANCELIERI, BETHANN  
CARVER, JOHN  
CARVER, PEGGY  
CARVILLE, BRITTANY  
CHASE, ANDREW  
COMEAU, STEVEN  
CONNELLY, JENNIFER  
COSTELLO, KATHLEEN  
COTE, AGATHA  
COVE, JENNIFER  
CRETEAU, JAY  
CRONAN, DARCY  
CUMMISKEY, BRYON  
DEMATTEO, STEPHANIE  
DETROIA, LYNDSEY  
DION-HUMPHREY,  
JENNIFER  
DUPRAT, SCOTT  
FABBRI, HEATHER  
FAULKNER, MERVIN  
FENNESSY, MATTHEW  
FONTAINE, KATHYRN  
FRANK-BERCHULSKI,  
DONNA  
FREEAR-MOTOR, KATE  
FREISINGER, KERRY  
GEORGE, CHRISTINA  
GILBERT, JACQUELINE  
GILE, MICHAEL  
GOLDING, PATRICK  
GOODELL, SCOTT  
GOODMAN, ERIC  
GOODNOW, MARCIA  
GRANDE, GREGORY  
GSOSTTSCHNEIDER,  
CHRISTINE  
GUARINO, CHRISTINE  
HALL, CANDACE  
HALLBACH, LISA  
HAMBROOK, COREY  
HAMILTON, JONATHAN

HAMILTON, KELLY  
HARRIS, IRVIN  
HAUGH, DANIEL  
HEATH, DANA  
HINKLE, KATHERINE  
HIPPERN, MARY JEAN  
HOCKING, LESLEY  
HOWARD, AARON  
KALWAY, NATHAN  
KONTOS, FRANCINE  
KOSTIS, STACEY  
LAPOINTE, MARGARET  
LAUZE, NIKOLL  
LECLAIR, ARTHUR  
LEVAN, WAYNE  
LITTLE, SALLY  
LITTLE, SAMUEL  
MADDEN, LINDA  
MARTIN, MARGO  
MCCANN, CHRISTOPHER  
MCMANUS, DEBORAH  
MERSEREAU, MARJORIE  
MITNITKSY, MICHELE  
MROZ, FRANCINE  
O'KEEFE, APRIL  
OSBON, KENNETH  
PARADIS, LOUISE  
PARSONT, JENNIFER  
PELLETIER, MARSHA  
PERKINS, JASON  
PIATTI, NICHOLAS  
PIATTI, SARAH  
PIKE, REBECCA  
PIERSON, ANN  
PIRKOLA, JOSEPH  
POIRIER, AMY  
POLAND, NATHAN  
QUINTIN, SHELLEY  
RICE, MARY  
RICHMOND III, PHILIP  
RING, JUDITH  
ROSS, MARY  
RUSSO, MICHAEL  
SALMONSEN, ERIC  
SAWLER, JAIME  
SCHLAPAK, ERIC  
SCHLEICHER, LAURA  
SCHRAM, CYNTHIA  
SCHULTZ, LAUREN  
SEEKAMP, PETER  
SHEFFER, DANIEL  
SODAITIS, JAMES

SPADAFORA, AMANDA  
SPENCER, KATHERINE  
ST.CYR, ELIZABETH  
STAPLES, ANN MARIE  
STEGMAN, SUSAN  
STEWART, CHRISTINE  
STONE, ELIZABETH  
STONE, JUDY  
STRICKLAND,  
CHRISTOPHER  
TAYLOR, CHRISTOPHER  
TAYLOR, LIZABETH  
THORN, SALLY  
WARREN, THERESA  
WASON, DONALD  
WITHKA, CHERYL  
WOODS, HEATHER

DOVER MIDDLE SCHOOL:

ALEXANDER, PAMELA  
BERG, KAREN  
BICKFORD, TRAVIS  
BLAZEK, EMILY  
BLOISE, FREDERICK  
BROWN, PATRICIA  
BURT, ANDREA  
BUSHKIN, TINA  
CALANDRIELLO, CATHY  
CALHOUN, MARY  
CLARK, JESSICA  
CONRAD, KIMBERLY  
COPLEY, DENISE  
CRUZ, LESLEY  
DILLINGHAM, LISA  
DOHERTY, KATHERINE  
DRINKWATER, GEORGE  
DROESCH, JOSHUA  
FINCH, ROBERT  
FRIEND-GRAY, ALLISON  
GAGNE, STACY  
GALLAGHER, NICOLE  
GARDELLA, JO-ANN  
GRANFIELD, BRITTANY  
HACKETT, DEBRA  
HAMILTON, PAMELA  
HERGOTT, LISA  
HOLT-SHANNON, MARK  
HOOKWAY, JACLYN  
HORVATH, ANNE-MARIE  
INSANALLY, NICOLE  
JACOBS, DEBORAH  
JANELLE, TRACY

NOTE: Names with an "\*\*\*" indicate that the nomination is pending federal funds availability.

**2013-2014 NOMINATIONS**  
**for Professionals Engaged in Teaching and Educators**

JOHNSON, MATTHEW  
 KATZ, DOROTHY  
 KENNEDY, CAROL  
 KRATOVILLE, LISA  
 LATCHAW, DAVID  
 LEAF, JEFFREY  
 LEONARD, TICE  
 LEVIN, STEPANIE  
 LISET, GEORGE  
 LUDWIG, BENJAMIN\*\*  
 MALES, KATHLEEN  
 MANHA, SUSAN  
 MCDERMOTT,  
     MARGARET  
 MCGARTY, CHRISTINA  
 MCLEAN-MILLER,  
     STEPHANIE  
 MEFFEN, FRANCES  
 MEHALIK, SIOBHAN  
 MONE, JENNIFER  
 MULQUEEN, PATRICIA  
 NASH, LISA  
 NEVINS, KELLY  
 PAGNOTTA, JUSTIN  
 PARADIS-SMITH, MARYJO  
 PAZDON, REBECCA  
 RAGAZZO, LARISSA\*\*  
 RATHBUN, CHARLENE  
 ROBICHEAU, MARIE  
 RUSSELL, CARRIE  
 SCRIBNER, LINDA  
 SHEEHAN, SHERRIE  
 SNOWMAN, GLORIA  
 SPATES-MESSIER, ALICIA  
 STEIN, MELISSA  
 STRANGE, SUZANNE  
 TENUTA, JOSEPH  
 TROMBA, DAVID  
 TURNER, ERIC  
 WADE, KYLE  
 WILD, AMANDA  
 WINDERS, RUTH  
 WONS, PETER  
 WYETH, LINDA

GARRISON ELEMENTARY  
 SCHOOL:

ADAMS, LYNN  
 ALLEN, AMANDA  
 BANCROFT, JESSICA  
 BAUER, LEIGHANN  
 BIRNAM, ELIZABETH\*\*  
 BROWN, GREGORY  
 CHENEY, DEBRA  
 COTTER, REBECCA  
 CUSHING-LONG, ALANA  
 DANIELS, JUDITH  
 DEWOLFE, ELAINE  
 DUBE, MONICA  
 DUFF, LESLIE  
 GLASER-TAYLOR, KIM  
 GROSS, JOCELYN  
 HILL, RACHEL  
 KENT, HAZEL

KRANS, JENNIFER  
 LUPI, KATHY  
 MATZ, KERSTIN  
 MAYHEW, MEGHAN  
 MCLAUGHLIN, JOAN  
 MELVIN, JOAN  
 MINEROWICZ, MARCIA  
 MOORE, SUSAN  
 PERKINS, NICOLE  
 PHOENIX, HELEN  
 ROMPS, MICHAEL  
 SCHLAPAK, SUSAN  
 SILBERBERG, VALERIE  
 STEVENS, HEIDI  
 THERIAULT, ELIZABETH  
 TUCCI, EMILY

HORNE STREET SCHOOL:

BEAUDRY, DANIELLE  
 BEAUREGARD, AMY  
 BRAKE, ELLEN  
 BREEN, BETSY  
 BUESE, MARY  
 CIMINO, KRISTEN  
 CLARK, EVA\*\*  
 DELLORUSSO, MEGAN  
 GEUTHER, KRISTINE  
 GOLDSMITH, DAVID  
 HOPKINS, FRANCES  
 HORTON, SHERYL  
 KATZ, RHONDA  
 KNOX, JAALYN  
 LABUA, KRISTEN  
 LAYTON, MEGHAN  
 LENT, ELIZABETH  
 LOUGHLIN, CONALL  
 MONIZ, SUSAN  
 MONTECALVO, ALLISON  
 NARY, DEBORA  
 NELSON, LYNDA  
 NICOLELLA, M. TERESE  
 NILAND, REBECCA  
 PIKE, KERRI  
 RAMSEY, TRACY  
 ROGERS, DANIELLE  
 SANBORN, ALISA  
 SCHENKEL, KATELYN  
 SMART, LINDA  
 TOKANEL, LEIGHANN  
 WALLER, ANNA  
 WHITE, CORINNE  
 WHITE, ELIZABETH

SPECIAL EDUCATION OFFICE:

FRANSON, CHRISTINE  
 HELM, ERICA\*\*

WOODMAN PARK SCHOOL:

ALFORD, KELLY  
 AVERY, ABIGAIL  
 BENNETT, RENEE  
 BICK, JESSICA  
 CALCULATOR, JEAN  
 CLOUGH, JULIE  
 CODERRE, KEEGAN

CORTES, ALIAH  
 DRISCOLL, PATRICIA\*\*  
 DUBOIS, ELIZABETH  
 EASTMAN, APRIL  
 FENNESSY, BRIDGET  
 FINN, CAROL  
 FREDRICKSON, JILL  
 HALE, CAROL\*\*  
 HEMPHILL, KILEY  
 HORAN, LAURA  
 JACKSON, CHRISTINE  
 KOZLOWSKI, CHRISTINE  
 LOTHROP, GRETHEN  
 LYNCH, CLAUDIA  
 MADSEN, SHEILA  
 MAHAN, AMY  
 MALLETT, MARA  
 MESERVE, ERIN  
 NORRIS, ELIZABETH  
 PAINE, STEPHANIE  
 PINKHAM, ABIGAIL  
 POWERS, ASHLEY  
 ROUX, JEREMY  
 RUSSELL BICKFORD,  
 JENNIFER  
 SEARS, JILL  
 SHEA, SHARON  
 SIMKO, LISA  
 SIMPSON, MICHELLE  
 SORIS, BARBARA  
 SPIRES, DIANE  
 TROMBA, JACQUELINE\*\*  
 WEILBRENNER,  
 ZACHARY  
 WIDERSTROM, KATIE

PRESCHOOL:

BOUCHER, SHARON  
 CARTER, LISA  
 LAROCHELLE,  
 ALLYSON\*\*  
 LOOKER, SUSAN  
 MCCARTHY, JENNIFER

NOTE: Names with an "\*\*\*" indicate that the nomination is pending federal funds availability.

**OFFICE OF THE SUPERINTENDENT  
DOVER PUBLIC SCHOOLS  
DOVER, NEW HAMPSHIRE**

TO: DOVER SCHOOL BOARD

DATE: April 29, 2013

MEMORANDUM Nomination and Election of Non-Union Personnel

In accordance with Chapter 189, Section 39 of the New Hampshire School laws of 1963, I hereby nominate the following persons for the designated positions for the 2013-2014 school year.

<b>NAME</b>	<b>POSITION</b>	<b>PROPOSED SALARY / HRLY RATE</b>
Black, Cheryl	Building Technology Coordinator (DMS)	\$43,992.00
Britt, Kathryn	Building Technology Coordinator (Elem)	\$45,281.60
Cote, Jason	Parking Lot Supervisor (DHS)	\$12.00/hr
Dal Santo, John	NJROTC Instructor	\$59,369.86
Davis, Walter	SAU Custodian	\$12.50/hr
Faure, Cathy	Facilities Coordinator	\$27,874.56 (100% paid by Facilities Fund)
LaFleur, Robin	Administrative Assistant to Superintendent	\$47,840.00
McKenney, Lucinda	Title I Project Assistant	\$39,291.20
Raiche, Mark	Building Technology Coordinator (DHS)	\$40,102.40
Roberge, Christopher	Support Services Technology Manager	\$68,952.00
Simmons, Libby	Supervisor of Business Affairs	\$54,059.20
Weeks, Silvia	Payroll & Benefits Manager	\$48,131.20

D. CONSEN + AGENDI,  
SHEET 4

CURRICULUM/FEDERAL PROJECTS OFFICE  
MCCONNELL CENTER  
MEMO

TO: Superintendent of Schools & Dover School Committee  
FROM: Paula Glynn, Director of Curriculum, Instruction and Assessment  
DATE: April 2013  
SUBJECT: Nomination and Election of Positions

In accordance with Chapter 189, Section 39, of the New Hampshire School Laws of 1963, I hereby nominate the following persons for the designated positions for the 2012, federally funded summer programs:

<u>Name</u>	<u>Program/Position</u>	<u>Terms</u>
Helen Kettenring	Independent Living Coord. Dover Children's Home	\$14.50/hr, 34 hrs/wk, 13 wks

DOVER SCHOOL DISTRICT	POLICY CODE: ACAA-R
DATE OF ADOPTION:	PAGE 1 OF 3

## STUDENT DISCRIMINATION AND HARASSMENT COMPLAINT PROCEDURE

This procedure has been adopted by the Board in order to provide a method of prompt and equitable resolution of student complaints of discrimination or discriminatory harassment as described in policies AC - Nondiscrimination/Equal Opportunity and ACAA - Harassment and Sexual Harassment of Students. *Complaints alleging discrimination or harassment of employees or other third parties (such as parents, volunteers, vendors, etc.) should be addressed through the Board's Employee Discrimination and Harassment Complaint Procedure (ACAB-R).*

### **Definitions**

For purposes of this procedure:

- A. A "Complaint" is defined as an allegation that a student has been discriminated against or harassed on the basis of sex, sexual orientation, religion, race, color, ancestry, national origin, age, marital status, familial status, pregnancy, physical or mental disability.
- B. "Discrimination or harassment" means discrimination or harassment on the basis of sex, sexual orientation, religion, race, color, ancestry, national origin, age, marital status, familial status, pregnancy, or physical or mental disability. *"Discrimination" may include treating individuals differently, or interfering with or preventing them from enjoying the advantages or privileges afforded to others because of their membership in a protected class. "Harassment" may include oral, written, graphic, electronic or physical conduct relating to an individual's actual or perceived membership in a protected class that is sufficiently severe, pervasive or persistent so as to interfere with or limit that individual's ability to participate in the District's programs or activities by creating a hostile, intimidating or offensive educational environment.*
- C. Complaints of bullying and cyberbullying not involving the protected classes described above may also be pursued under Board Policy JICK – Pupil Safety and Violence Prevention.

### **How to Make a Complaint**

- A. Any individual who believes a student has been discriminated against or harassed should report his/her concern in writing promptly to the Building Administrator or the Superintendent ~~or superintendent's/designee acting on behalf of the superintendent~~ and utilize this complaint procedure. ~~Students or parents~~ *Individuals* who are unsure whether discrimination or harassment has occurred *or who need assistance in preparing a written complaint*, are encouraged to discuss

the situation with the Building Administrator or the Superintendent /~~or superintendent's designee acting on behalf of the superintendent.~~

- B. School employees are expected to report possible incidents of discrimination or harassment of students to the Building Administrator or the Superintendent ~~or superintendent's designee acting on behalf of the superintendent.~~
- C. Students and others will not be retaliated against for making a Complaint or participating in an investigation. Retaliation is illegal under state and federal nondiscrimination laws and any retaliation by students or school staff will result in disciplinary measures, up to and including expulsion or dismissal.
- D. Students are encouraged to utilize this Complaint Procedure. However, students are hereby notified that they also have the right to report complaints to the New Hampshire Commission for Human Rights, 2 Chenell Drive, Unit 2, Concord, NH 03301-8501 (telephone: 603-271-2767) and/or to the federal Office for Civil Rights, Regional Director, U.S. Department of Education, 5 Post Office Square, 8<sup>th</sup> Floor, Boston, MA 02110-1491 (telephone: 617-289-0111).

### **Complaint Handling and Investigation**

- A. The Building Administrator or Superintendent/~~designee acting on behalf of the superintendent~~ shall promptly inform the Superintendent and the person(s) who is the subject of the Complaint that a Complaint has been received.
- B. The Building Administrator or the Superintendent ~~or superintendent's designee acting on behalf of the superintendent~~ may pursue a prompt and equitable informal resolution of the Complaint with the agreement of the parties involved. Any party to the Complaint may decide to end an informal resolution process and pursue the formal process at any point. The informal resolution is subject to the approval of the Superintendent, who shall consider whether the informal resolution is in the best interest of the parties in light of the particular circumstances and applicable policies and laws.
- C. The Complaint will be investigated by the Building Administrator or the Superintendent ~~or superintendent's designee acting on behalf of the superintendent.~~ Any Complaint about an employee who holds a supervisory position shall be investigated by a person who is not subject to that supervisor's authority. Any Complaint about the Superintendent should be submitted to the Chair of the School Board, who should consult with legal counsel concerning the handling and investigation of the Complaint.
  - 1. The person who is the subject of the Complaint will be provided with an opportunity to be heard as part of the investigation. The Complainant shall not be required to attend meetings with the subject of the complaint, but may choose to do so as part of the resolution process.

2. The Complainant and the subject of the Complaint may suggest witnesses and/or submit materials they believe are relevant to the Complaint.
  3. If the Complaint is against an employee of the District, any applicable individual or collective bargaining contract provisions shall be followed.
  4. Privacy rights of all parties to the Complaint shall be maintained in accordance with applicable state and federal laws.
  5. The Building Administrator or the Superintendent ~~or superintendent's/designee acting on behalf of the superintendent~~ shall keep a written record of the investigation process.
  6. The Building Administrator or the Superintendent ~~or superintendent's/designee acting on behalf of the superintendent~~ may take interim remedial measures to reduce the risk of further discrimination or harassment while the investigation is pending. Examples of interim measures include, but are not limited to, ordering no contact between individuals, changing schedules or classes, etc.
  7. The Building Administrator or Superintendent's designee ~~acting on behalf of the superintendent~~ shall consult with the Superintendent concerning the investigation, conclusions, and any remedial and/or disciplinary actions.
  8. The investigation shall be completed within 21 business days of receiving the Complaint, if practicable.
- D. If the Building Administrator or Superintendent's designee ~~acting on behalf of the superintendent~~ determines that discrimination or harassment occurred, he/she shall, in consultation with the Superintendent:
1. Determine what remedial action, if any is needed to end the discrimination or harassment, remedy its effects, and prevent recurrence
  2. Determine what disciplinary action should be taken against the person(s) who engaged in discrimination or harassment, if any; and
  3. Inform the complainant in writing of the results of the investigation and its resolution  
(in accordance with applicable state and federal privacy laws).
- E. If the complainant is dissatisfied with the resolution, an appeal may be made in writing to the Superintendent within 14 business days after receiving notice of the resolution. The Superintendent shall review the investigation report and may conduct further investigation if deemed appropriate. *The Superintendent's decision shall be provided in writing to the complainant within 21 business days, if practicable.* The Superintendent's decision shall be final.

Legal Reference: Americans with Disabilities Act (28 CFR § 35.107), as amended  
Section 504 of the Vocational Rehabilitation Act (29 U.S.C. §  
794), as amended; 34 CFR § 104.7  
Title IX of the Education Amendments of 1972 (20 U.S.C. §  
1681 et seq.)  
Title VI of the Civil Rights Act of 1964 (P.L. 88-352)  
20 U.S.C. § 1232g; 34 CFR Part 99  
NH Code Admin R. Ed. 303.01(i) and (j)

Cross Reference: AC - Nondiscrimination/Equal Opportunity  
ACAA - Harassment and Sexual Harassment of Students  
*ACAB/ACAB-R – Harassment and Sexual Harassment of  
Employees/Discrimination and Harassment Complaint Procedure*  
JICFA - Hazing  
JICK – Pupil Safety and Violence Prevention

DOVER SCHOOL DISTRICT	POLICY CODE: ACAB-R
DATE OF ADOPTION:	PAGE 1 OF 3

## **Employee & Third Party Discrimination and Harassment Complaint Procedure**

This procedure has been adopted by the Board in order to provide a method of prompt and equitable resolution of employee complaints of discrimination and harassment as described in policies AC – Nondiscrimination/Equal Opportunity and ACAB – Harassment and Sexual Harassment of School Employees. *This procedure may also be used by other individuals (excluding students), such as parents, volunteers and visitors to the schools who wish to make a complaint of discrimination or harassment. Complaints alleging harassment or discrimination of students based on protected status should be addressed through the Board’s Student Discrimination and Harassment Complaint Procedure (ACAA-R).*

### **Definitions**

For purposes of this procedure:

- A. “Complaint” is defined as an allegation that an employee *or other third party* has been discriminated against or harassed on the basis of age, sex, race, creed, color, marital status, familial status, physical or mental disability, national origin or sexual orientation.
- B. “Discrimination or harassment” means discrimination or harassment on the basis of age, sex, race, creed, color, marital status, familial status, physical or mental disability, national origin or sexual orientation. *“Discrimination” may include treating individuals differently, or interfering with or preventing them from enjoying the advantages or privileges afforded to others because of their membership in a protected class. “Harassment” may include oral, written, graphic, electronic or physical conduct relating to an individual’s actual or perceived membership in a protected class that is sufficiently severe, pervasive or persistent so as to interfere with or limit that individual’s ability to participate in the District’s programs or activities by creating a hostile, intimidating or offensive environment.*
- C. *Whenever the term “employee” is used in this procedure it includes other third parties who are making a complaint of discrimination or harassment.*

### **How to Make a Complaint**

- A. Any employee who believes he/she has been harassed or discriminated against is encouraged to try to resolve the problem by informing the individual(s) that the behavior is unwelcome or offensive and by requesting that the behavior stop. This shall not prevent the employee, however, from making an immediate formal complaint.
- B. Any employee who believes he/she has been harassed or discriminated against should report their concern in writing promptly to the Building Administrator or the

Superintendent ~~or superintendent's designee acting on behalf of the superintendent~~. If the employee is uncomfortable reporting concerns to the Building Administrator, he/she may report the concern to another school administrator.

Employees who are unsure as to whether unlawful discrimination or harassment has occurred *or who need assistance in preparing a written complaint*, are encouraged to discuss their concerns with the Building Administrator or the Superintendent ~~or superintendents /designee acting on behalf of the superintendent~~. Employees will not be retaliated against for reporting suspected discrimination or harassment or for participating in an investigation. Retaliation is illegal under federal and state nondiscrimination laws, and any retaliation will result in disciplinary measures, up to and including dismissal.

- C. Any employee who believes he/she has been discriminated against or harassed is encouraged to utilize the District's complaint procedure. However, employees are hereby notified that they also have the right to report incidents of discrimination or harassment to the New Hampshire Commission on Human Rights, 2 Chenell Drive, Concord, NH 03301-8501 (telephone: 603-271-2767) and/or to the federal Office for Civil Rights, Regional Director, U.S. Department of Education, 5 Post Office Square, 8<sup>th</sup> Floor, Boston, MA 02110-1491 (telephone: 617-289-0111).

### Complaint Handling and Investigation

- A. The Building Administrator or Superintendent's designee ~~acting on behalf of the superintendent~~ will promptly inform the Superintendent and the person who is the subject of the Complaint that a Complaint has been received.
- B. The Building Administrator or the Superintendent ~~or superintendent's~~ /designee ~~acting on behalf of the superintendent~~ may pursue an informal resolution of the Complaint with the agreement of the parties involved. Any party to the Complaint may decide to end the informal resolution process and pursue the formal process at any point. The informal resolution is subject to the approval of the Superintendent who shall consider whether the resolution is in the best interest of the parties in light of the particular circumstances and applicable policies and law.
- C. The Complaint will be investigated by the Building Administrator or the Superintendent ~~or superintendent's~~/designee ~~acting on behalf of the superintendent~~. Any Complaint about an employee who holds a supervisory position shall be investigated by a person who is not subject to that supervisor's authority. Any Complaint about the Superintendent should be submitted to the Chair of the Board, who should consult with legal counsel concerning the handling and investigation of the complaint.
1. The person who is the subject of the Complaint will be provided with an opportunity to be heard as part of the investigation. The Complainant shall not be required to attend meetings with the subject of the Complaint, but may choose to do so as part of the resolution process.

2. The Complainant and the subject of the Complaint may suggest witnesses and/or submit materials they believe are relevant to the Complaint.
  3. If the Complaint is against an employee of the District, any rights conferred under an applicable collective bargaining agreement shall be applied.
  4. Privacy rights of all parties to the Complaint shall be maintained in accordance with applicable state and federal laws.
  5. The Building Administrator or the Superintendent/designee shall keep a written record of the investigation process.
  6. The Building Administrator or the Superintendent ~~or superintendent's~~/designee ~~acting on behalf of the superintendent~~ may take interim remedial measures (consistent with any applicable collective bargaining agreement provisions) to reduce the risk of further discrimination or harassment while the investigation is pending. An example of a remedial measure is ordering no contact between the individuals involved.
  7. The Building Administrator or Superintendent's designee ~~acting on behalf of the superintendent~~ shall consult with the Superintendent concerning the investigation, conclusions, and any remedial and/or disciplinary actions.
  8. The investigation shall be completed within 21 calendar days of receiving the Complaint, if practicable.
- D. If the Building Administrator or the Superintendent's ~~or superintendent's~~ designee ~~acting on behalf of the superintendent~~ determines that discrimination or harassment occurred, he/she shall, in consultation with the Superintendent:
1. Determine what remedial action, if any, is required to end the discrimination or harassment, remedy its effect and prevent recurrence.
  2. Determine what disciplinary action should be taken against the person(s) who engaged in discrimination or harassment, if any; and
  3. Inform the employee who made the Complaint in writing of the results of the investigation and its resolution (in accordance with applicable state and federal privacy laws).
- E. If the employee who made the Complaint is dissatisfied with the resolution, he/she may appeal to the Superintendent within 14 calendar days after receiving notice of the resolution. The Superintendent shall review the investigation report and may conduct further investigation if deemed appropriate. *The Superintendent's decision shall be provided in writing to the complainant within 21 business days, if practicable.* The Superintendent's decision shall be final.

Legal Reference: Americans with Disabilities Act (28 CFR § 35.107)

Section 504 of the Vocational Rehabilitation Act (29 U.S.C. § 794); 34  
CFR § 104.7

Title IX of the Educational Amendments of 1972 (34 CFR § 106.8(b))  
Age Discrimination in Employment Act (34 CFR § 110.25)

NH Code Admin. R. Ed. 303.01(i) and (j)

Cross Reference: AC – Nondiscrimination/Equal Opportunity  
ACAB Harassment and Sexual Harassment of School Employees

JEAN BRIGGS BADGER  
Superintendent

MICHAEL LIMANNI  
Business Administrator



SCHOOL ADMINISTRATIVE UNIT #11  
McCONNELL CENTER  
61 LOCUST STREET SUITE 409  
DOVER, NEW HAMPSHIRE 03820-4132  
TEL (603) 516-6800  
FAX (603) 516-6809

## THE DOVER SCHOOL DISTRICT

TO: Jean Briggs Badger, Superintendent of Schools

CC: Members Dover School Board

FROM: Michael Limanni, Business Administrator

DATE: April 29, 2013

RE: Request to Enter into Multi-Year Discount Program Agreement (2016) with Primex<sup>3</sup>

We have received an offer from Primex<sup>3</sup> – NH Public Risk Management Exchange, to extend our participating agreement for Property and Liability coverage through June 30, 2016. The District will agree to renew with Primex for the following fiscal year (July 1, 2013/June 2014) with an 18.2% contribution increase (see attached) as well as for FY15 (July 1, 2014/June 2015) - maximum contribution increase not to exceed 7%, and for FY16 (July 1, 2015/June 2016) - maximum contribution increase not to exceed 7%.

Recently, Primex<sup>3</sup> expanded its service and coverage to its membership. Some of the coverage and service enhancements are as follows:

- Employment Practices Claim Prevention: Members can call for claim prevention assistance before employment action is taken. The in-house legal counsel and Claims Director are available to discuss claim prevention, mitigation issues and opportunities before the District would have to take action. Input from the District's employment practices liability carrier prior to action will help the District, the District's local legal counsel, and Primex<sup>3</sup> collectively develop a strategy to prevent or minimize claim exposure. Developing a sound strategy first, prevents issues tomorrow.
- Contribution Assurance Program (CAP): For members who have demonstrated commitment to the pool, CAP provides stability by creating a limit on your Property and Liability contribution for future renewals.
- Program Discounts: Primex<sup>3</sup> members also receive a 10% discount when expanding coverage to include both Workers' Compensation and Property & Liability.

We have had an excellent working and supportive relationship with Primex<sup>3</sup> for 15 years. Please consider this memorandum a request to extend our Multi-Year Agreement through June 30, 2016 as outlined in the attached document.

### *Dover School District Mission Statement*

*Strengthening our community by educating every child, every day!*

FEBRUARY 13, 2013

**PROPERTY and LIABILITY PROGRAM**

**MEMBER CONTRIBUTION SUMMARY  
JULY 1, 2013 - JULY 1, 2014 RENEWAL  
NOT TO EXCEED**

**MEMBER: Dover School District, SAU# 11  
MEMBER NUMBER: 900**

**2012**

**2013**

Multi-Year Agreement                      Expiring  
Contribution Assurance Program (CAP)      No  
PRIME<sup>3</sup> Program                                      No

Member Contribution                      \$96,744

Member Contribution                      \$114,360

Your 2012 Property Values	\$106,345,222
Your 2013 Property Values	\$123,419,082
Change in Property	16.1%
Your 2012 Payroll (2010 Audited)	\$25,690,183
Your 2013 Payroll (2011 Audited)	\$24,973,076
Change in Payroll	- 2.8%
Your 2012 Loss Ratio Adjustment Factor	0.63
Your 2013 Loss Ratio Adjustment Factor	0.69
Change in Loss Ratio Adjustment Factor	9.5%
Change from 2012 to 2013:	
Contribution Amount Change	\$17,616
Contribution Percent Change	18.2%

**Please contact the Primex<sup>3</sup> Member Services Team  
if you have any questions or comments.**

**Final contribution summary sheets will be issued  
by April 15, 2013.**

**Property & Liability Program  
Contribution Assurance Program (CAP) Agreement  
THIS AGREEMENT AMENDS AND EXTENDS YOUR MEMBERSHIP AGREEMENT  
PLEASE READ CAREFULLY**

Primex<sup>3</sup> is offering members in our **Property & Liability Program** an opportunity to stabilize their annual contributions through participation in our Contribution Assurance Program (**CAP**). **CAP** is offered to members who qualify, providing them predictability by limiting the annual contribution increase during a defined period of years (**CAP Period**). By signing this Agreement, you agree to extend your Membership Agreement for **two (2) years** and Primex<sup>3</sup> agrees to guarantee that your annual contribution increase will not exceed seven percent (7%) of the prior year's contribution. Because performance matters with Primex<sup>3</sup>, you may realize an annual increase that is less than the **CAP** through sound risk management and stable underwriting exposures. The annual member contribution will be based upon your exposure base, members' loss experience, and the rates established each year by the Primex<sup>3</sup> Board of Trustees.

We are offering this opportunity so that our members can extend their commitment to pooling through the Primex<sup>3</sup> programs. Participation in **CAP** for each year of the **CAP Period** is conditioned upon a two-year commitment to participation in the Primex<sup>3</sup> Property & Liability Program.

The following **CAP Period** years qualify for the Contribution Assurance Program (**CAP**):

**FY 2015 July 1, 2014 to June 30, 2015**

(maximum 7% increase over July 1, 2013 to June 30, 2014 contribution)

**FY 2016 July 1, 2015 to June 30, 2016**

(maximum 7% increase over July 1, 2014 to June 30, 2015 contribution)

By signing this Agreement, the **Dover School District** agrees to extend its risk pool membership and participation in the Primex<sup>3</sup> **Property & Liability Program** for two coverage period years, through **June 30, 2016**. The **Dover School District** agrees and understands it remains bound by and subject to the terms and conditions of the Membership Agreement, Public Entity Coverage Documents and Trust Agreement, and all Trust by-laws, policies and procedures.

Dover School District agrees that the seven percent (7%) maximum increase currently available for this **CAP Period** does not apply to any other year or period of years, and upon expiration of the **CAP Period** in this Agreement, any subsequent participation in a Primex<sup>3</sup> **CAP** will be subject to underwriting review, membership criteria, **CAP** criteria, determination of contribution and the maximum increase in place for the subsequent **CAP Period**.

The **Dover School District** further acknowledges that by extending its Membership Agreement for two (2) coverage period years, the Public Entity Coverage Documents, General Conditions Section (L) ("Terminating Participation in Our Program(s)") is suspended during year one (1) of the two (2) year term, as there is no right to cancel or terminate during year one (1) but shall be reinstated for the end of year two (2).

The **Dover School District** agrees that failure to provide notice in strict accordance with the Public Entity Coverage Documents, General Conditions Section (L) shall result in automatic renewal of risk management

pool membership and continuation in the Primex<sup>3</sup> Property & Liability Program, but not continuation of **CAP** which must be separately offered and accepted.

Primex<sup>3</sup> acknowledges that the Member is a NH public entity which receives budgetary authorization for appropriations from an annual meeting of its legislative body and pertains to a fiscal year which commences on the following January 1 or July 1, of any given year. The Member also acknowledges that it is legally required to carry insurance coverage. As such, if the legislative body, at such annual meeting for any years that are within the anticipated term of the contract, fails to approve such appropriation, and there are no other lawful means of funding the coverage, this contract may be terminated by the Member by notice to Primex<sup>3</sup> made within 30 days of the legislative action at which such funding initiative was defeated and such cancellation shall be effective as of the commencement on the following fiscal year or on the anniversary of the policy, whichever first occurs.

The Member, however, agrees that it shall seek the requisite appropriations in good faith and that the availability of lower cost or otherwise preferable coverage alternatives during the term of this Agreement shall not constitute a good faith and permissible basis on which to fail to pursue the appropriations or assert that appropriations are unavailable. In the event of an early termination, the Member agrees to return the difference between the **CAP** increase and the uncapped contribution.

By affixing my signature below, I am attesting, representing and warranting that I am a duly authorized representative of the governing body of the **Dover School District** with legal authority to contractually bind the **Dover School District** to the terms of this Agreement, and that I understand the commitment being made to membership in the Primex<sup>3</sup> risk management and participation in the Property & Liability Program. Attached hereto is a duly executed governing body Resolution to Enter Property & Liability Contribution Assurance Program (**CAP**).

\_\_\_\_\_  
Authorized Representative  
of the Governing Body

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



**RESOLUTION TO ENTER PRIMEX<sup>3</sup>  
Property & Liability Contribution Assurance Program (CAP)**

**RESOLVED:** To hereby accept the offer of the New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) to enter into its **Property & Liability Contribution Assurance Program (CAP)** as of the date of the adoption of this resolution, and to be contractually bound to all of the terms and conditions of Primex<sup>3</sup> risk management pool membership during the term of the **Property & Liability Contribution Assurance Program (CAP)**. The coverage provided by Primex<sup>3</sup> in each year of membership shall be as then set forth in the Coverage Documents of Primex<sup>3</sup>.

I attest that the foregoing is a true copy of the Resolution of the Governing Board of the **Dover School District** adopted on \_\_\_\_\_.

Board: \_\_\_\_\_  
Title of Board

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ duly authorized

Date: \_\_\_\_\_