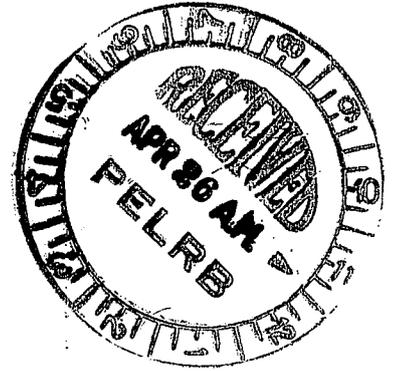


WORKING AGREEMENT  
MILTON SCHOOL DISTRICT  
AND  
MILTON EDUCATION ASSOCIATION  
JULY 1, 2011 – JUNE 30, 2014



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## ARTICLE I RECOGNITION

The Milton School Board recognizes the Milton Education Association, affiliated with the N.E.A.--N.H., as the exclusive bargaining representative of all full and part-time professional employees as designated in the PELRB certification order as listed below:

1. Teacher (s)
2. Specialist (s) - (Special Education, Speech, Remedial Reading, Guidance, Music and Physical Education)
3. Nurse (s)

The school board as a statutory branch of New Hampshire State Board of Education, is the legal entity endowed with the powers and duties to effectively operate the public schools. The board retains subject to the language of this agreement, all power rights and authority vested in it by laws, rules and regulations, including but not limited to: the right to make and amend school board policy; manage and control school properties and facilities; select and direct personnel; determine, manage and control the school curriculum; take such action as it deems necessary to maintain efficiency in the operation of the school system, and determine the method, means and personnel by which the function of the school district will be performed. It is mutually agreed that all matters of managerial policy within the exclusive prerogative of public employer or confided exclusively to the public employer by statute shall not be subjects for negotiations purposes and defined and provided for in RSA 273-A:1, XI.

## ARTICLE II DEFINITIONS

- A. The term "board" as used in this agreement shall mean the Milton School Board.
- B. The term "association" shall mean the Milton Education Association.
- C. The term "bargaining unit" shall mean the positions represented by the association, as in Article I, Recognition and certified by the PELRB.
- D. The term "parties" shall refer to the board and the association as participants in the Agreement.
- E. The term "superintendent" shall refer to the chief administrative officer of the school district.
- F. The term "supervisor" shall refer to the superintendent and/or assistant superintendent, principals and assistant principal.
- G. The term "administrative assistant" refers to teachers who provide supervisory support on an "as need" basis for building principal. For purposes of the agreement, they are considered teachers.
- H. The term "association representative" shall refer to the president of the association or any other person so designated by the association.
- I. The term "teacher", "person", "professional", or "member" as used in this agreement shall refer to individuals employed by the board in those categories listed in I-A above, unless otherwise specified.
- J. Whenever the singular is used in this agreement, it is to include the plural.
- K. Whenever a personal pronoun is used, such pronouns shall apply equally to both male and female.

### ARTICLE III ASSOCIATION AND TEACHERS RIGHTS AND RESPONSIBILITIES

- A. Rights and privileges granted the association shall not be granted to any other employee organization as long as the association remains the certified bargaining unit.
- B. During non- school hours, the association shall have the right to use designated areas in the school building for associations meetings, provided that there is no interference with scheduled school activities. The use of such areas shall be arranged with the building principal in advance. The association may also have access to and the use of building computers, email service providers, copy machines and services for use in conducting the business of the association.
- C. The building principals shall permit placement of association material and notices in each teacher's mailbox, email and on teacher's room bulletin boards. The president of the association shall be responsible for the contents of these materials and notices and shall insure that they are in good taste.
- D. The board and the association may meet on a periodic basis for the purpose of discussing various education matters of interest or concern to both or either party relating to the welfare of the school system.
- E. Upon written application, payroll deduction will be made for all insurance, tax shelter annuities (less any insurance premiums contained therein), association dues, savings bonds, and the credit union. Such authorizations shall be revocable by the teachers at any time upon written notice. A statement of these deductions shall be provided with each salary payment. Those required by law, i.e. withholding taxes, retirement and FICA will be automatically deducted.
- F. The union will be provided an opportunity to make recommendations for dates in the scheduling of snow day make-ups prior to adoption with final board approval.

### ARTICLE IV NEGOTIATION PROCEDURE

- A. All collective bargaining shall be conducted at the level of the school board.
- B. The school board shall provide access to non-confidential data in the public domain at no cost to the board, when requested by the association in order to prepare for negotiations. Such access to data above will be upon reasonable notice and carried out without interrupting or interfering with the normal operation of the school's business.
- C. Any agreement reached shall be reduced to writing and be signed by the board and the association. A copy of the agreement shall be filed with the N.H.P.E.L.R.B. within fourteen days of the signing, for publication of the agreement and distribution of agreement and distribution of agreement booklets.
- D. The board shall provide release time for the association business that involves executive Milton Education Association members, negotiators, individual member appointed by the Milton Education Association president and members directly involved in legal or grievance proceedings with full pay and fringe benefits, providing substitutes if needed. It is understood by both parties that this clause excludes regular Milton Education Association meetings. Regular meetings will be scheduled so that instructional time is not interrupted.

### ARTICLE V EVALUATION PROCEDURE

- A. Evaluation is an administrative function. All monitoring and observation of the performance of a teacher shall be conducted openly and with the full knowledge of the teacher, using the observation and evaluation tools approved by the district, and following procedures outlined in the professional development plan. A conference between teacher and evaluator shall occur within one week after a classroom observation or within a reasonable time. A written report of observation shall be signed by the teacher and evaluator: the teacher's signature shall indicate only that the report has been read by the teacher and shall not be interpreted to indicate approval. In the event that a

teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to all copies of the evaluation report.

B. A teacher who completes a year of service shall be moved up one step on the salary scale for the duration of this contract. However, upon recommendation of the superintendent and subject to the approval of the school board, a teacher may be held on step because of unsatisfactory job performance. Teachers must be notified of the intent to hold on step due to unsatisfactory job performance by April 1st. The teacher may take action to correct the unsatisfactory performance and request re-evaluation before October 15th of the following school year. Upon demonstrated improvement, as documented by the district approved evaluation tools and procedures, the teacher will be non-retroactively returned to the appropriate step as of November 1st of that year.

C. Upon reasonable notice, employees shall have the right to examine their individual personnel file. No material that is adverse to an employee added after employment shall be placed in an employee's file unless the employee has had an opportunity to review the material. The employee may submit a statement regarding any material in the file, the employee's statement shall be added to the file.

D. The employee may use the copy machine in the SAU building offices to copy contents and records as concerns the employee at no cost to the district. Teachers are responsible for their own performance and are expected to correct any professional deficiencies. Administrators are responsible to observe and evaluate the teacher and to provide guidance and assistance.

E. Any complaint regarding a teacher made to any member of the administration by a parent, student or other person, which may be used in any manner in evaluating a teacher will be encouraged to be made in writing, signed and dated by the complainant. Any such complaint shall be promptly investigated by the administration. If the complaint is proven unsubstantiated, the matter will be dropped. Unsubstantiated complaints shall not be placed in the employee's file. If further investigation is warranted, the teacher shall have the right to read and respond to the original, dated and signed complaint in order that s/he may rebut the complaint. The teacher shall also have the right to submit a written response to such a complaint. The superintendent or designee shall review the response and meet with the teacher in a timely fashion.

## ARTICLE VI WORKING CONDITIONS

A. The teacher work year shall be no more than 185 days. The teachers work year shall not start before August 25 and provides for the Friday before Labor Day as a non school day.

B. The board shall establish the school calendar. The association will be provided an opportunity to make recommendations to the board prior to adoption. The calendar will be supplied to teachers on or before the last day of school.

C. Teachers are required to be at school before and after the student school day for no more than 60 minutes. This time will be split between the morning and afternoon and not be assigned to just one time period. The school administration, in conjunction with the Milton Education Association, will determine the times based on the need of the building and these times will remain consistent throughout the school year. The board retains the right to determine the starting and ending time based on State requirements. The total length of the school day in all district buildings shall be the same. It is understood by all the parties that teachers, as professionals, have duties, which cannot be performed within the workday as defined above. Teachers as professionals shall continue to devote time necessary to perform these duties. Teachers in specific positions may need flexible schedules. The individual will be expected to work an equivalent number of hours as bargaining unit members. All flexible positions will be discussed with collective bargaining leadership.

All teachers will receive at least a 15-minute duty free lunch on a daily basis

Elementary Teacher duties will be assigned on an average one time per week, not more than one time per day and not for more than 45 minutes.

Middle and High School teachers will be assigned on an average of two times per week, not more than one time per day and not for more than 25 minutes for lunch duty or 45 minutes for detention.

D. Professional staff members are required to participate in the school administrative unit staff development plan.

E. Teachers may, but shall not be required to, arrange for their own substitutes. When all other resources are exhausted, teachers may be asked to substitute for absent teachers during their preparation time.

1) Substitute teachers shall be provided for all teachers who are absent from school, including special area teachers, where possible.

2) Teachers who are asked to substitute for another teacher during their prep period will be reimbursed for doing so at the prorated per period rate of a certified substitute teacher.

F. Milton Elementary School teachers will have 5 prep periods of at least 45 minutes in duration each day. Nute Middle and High School teachers will have an average of 45 minutes per day over each week.

G. The school board recognizes the need to involve teachers in the process of school improvement. Time will be dedicated during the normal workday, or during scheduled faculty meetings, to do this. Additionally, the Milton Education Association and the Milton School Board have delineated specific co-curricular activities. Qualified teachers employed by the Milton School District will be given first option for each position. Additionally, each school year, the district will budget \$1,000 for each building to pay teacher stipends in amounts between \$10 and \$150 for building level or district wide committee work. The amount of the stipend to be paid will be recommended by the building principal to the superintendent based on the extent of the work and the number of teachers working on the project. The district will not pay more money for stipends than the total annual money budgeted for this work. Refusal of a teacher to participate in an activity/committee outside of the established school day will bear no prejudice.

## **ARTICLE VII EMPLOYEE DISCIPLINE**

A. A teacher shall be entitled to representation at any meeting, interview or hearing in which discipline is being administered or could result in discipline. Teachers shall be given 24 hours notice when possible for such meetings, interviews or hearings.

B. No teacher shall be discharged, non-renewed, suspended, disciplined, reprimanded, reduced in rank or compensation, warned, or deprived of any professional advantage without just cause. Non-renewal of a probationary teacher shall be exempt from the just cause provision of this ARTICLE VII, B. All information forming the basis for disciplinary action will be made available to the teacher and the Association, at the teacher's request. The parties agree that discipline shall be progressive and corrective.

## **ARTICLE VIII REDUCTION IN FORCE**

In the event that the school board decided to reduce the staff due to the declining enrollment, budget limitations or other conditions, in its judgment, necessitate staff reduction, the following procedures shall be utilized.

A. The association shall be notified, in writing, of the board's intent to reduce staff. As of the notification date teachers' certification, academic preparation, HQT will be status quo.

For the purposes of this Article, classifications are defined as follows:

Grades K-5       Elementary

Grades 6-12     English, Math, Science, Social Studies

Specialists K-12   Guidance Counselors, Reading Specialists, Special Education, Physical Education,

Media/Library, Industrial Arts, Technical Education, Computer, Consumer Science, Business, Art, Music, etc.

B. The school board shall reduce staff in classifications designated by the board. Staff reduction shall be based upon job performance as determined by the superintendent with the exception that Probationary Teachers shall be released before non-probationary teachers. In the case of equal job performance, seniority shall prevail. Seniority shall mean consecutive years of employment.

C. In identifying which teachers to release, the superintendent shall consider the following factors; certification, evaluation /recommendations, academic preparation HQT, staff development requirements, and disciplinary action.

D. Employees released shall be given first consideration for re-established positions for two (2) full school years. A previously employed teacher who returns to a teaching position shall resume employment by the school district at not less than the step occupied when the teaching position held was terminated.

E. The district will not reduce staff because of additional courses and/or teachers provided by memberships or participation in institutions that provide online learning or video conferencing courses. The district will maintain its dedication to providing certified teachers in every classroom.

## ARTICLE IX GRIEVANCE PROCEDURE

### A. Definitions:

1. A "grievance" shall mean a complaint by a teacher or the association that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this agreement.
2. An "aggrieved person" is the person or persons making the complaint.
3. The term "days" when used in this article shall mean school days.
4. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step.

### B. Initiation and Processing:

1. A grievance may not be initiated under Article IX more than 20 days after the employee was aware or should have been made aware the act or occurrence upon which the grievance is based.

#### Level One – Principal

- a) Any grievant may discuss the grievance with the immediate supervisor in any attempt to resolve that matter informally at that level.
- b) If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within ten (10) days, he/she shall set forth his/her grievance in writing on the Grievance Report Form to the principal or designee. Specifying: (1) The nature of the grievance; (2) The provision of the agreement violated; and (3) The action required.
- c) The principal shall communicate his/her decision in writing to the teacher and to the association within ten (10) days of the receipt of the written grievance.

#### Level Two - Superintendent

The teacher, no later than ten (10) days after the receipt of the principal's decision may appeal the principal's decision to the superintendent. The appeal must be in writing, including the matter submitted to the principal as specified above. The superintendent shall meet with the grievant to attempt to resolve the matter as quickly as

possible within a period not to exceed five (5) days. The superintendent shall communicate his decision in writing to the employee and the Association within ten (10) days after the meeting.

#### Level Three - School Board

If the superintendent's decision does not resolve the grievance to the satisfaction of the grievant, he/she may within five (5) days of receipt of the answer in Level Two, appeal the decision to the school board. The grievant shall have the consideration. The decision of the board shall be made and transmitted in writing to the grievant no later than twenty (20) days from the time of submission of the grievance to the board.

#### Level Four - Arbitration

If the decision of the board does not resolve the grievance to the satisfaction of the grievant and he/she wishes review by a third party, the grievant shall so notify the Association within five (5) days of receipt of the board's decision. If the association determines that the matter should be arbitrated, it shall in writing so advise the superintendent within ten (10) days of the grievant's request. The parties will then initiate a request for arbitration pursuant to the rules of the American Arbitration Association.

#### C. Rights of Teachers and Representation

1. An aggrieved person may be represented at all stages of grievance procedures by himself or by the association.
2. When a teacher is not represented by the association in the processing of a grievance, the association shall, at the time of submission of the grievance to the principal, or at any higher level, be notified by the principal in writing that a grievance is in process.

### ARTICLE X PROFESSIONAL ASSIGNMENT AND VACANCIES

A. All teachers shall be given notice of their teaching schedules, class and/or subject assignment, building assignment, and extra-curricular activities for the forthcoming year no later than the close of school in June, or within a reasonable time possible in meeting the needs of the district. In the event that change in such schedules, class and/or subject assignment or building assignment should become necessary and are made during the summer months, the teachers involved shall be promptly notified where possible.

B. Normally, teachers shall not be assigned outside the scope of their teaching certificate and outside their major or minor field of study, except in case of emergency.

C. After the issuance of contracts for the following school year, or any time that vacancies may occur, the superintendent shall post a list of such vacancies in each building.

D. Any teacher who desires a change in grade level or subject matter shall contact the building principal in writing. Any teacher who desires a transfer to another building shall file a written statement to the building principal which shall be forwarded to the superintendent of schools.

E. Normally, no vacancies shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer in the same grade or subject specialty within the system available and willing to fill said position.

F. Notice of involuntary transfer and/or reassignment shall be given to teacher as soon as practical and, except in cases of emergency, normally no later than the close of school in June. Involuntary transfer or reassignment will be made only in the case of emergency or to meet the need of the instructional program of the district in the event of a layoff. The superintendent of schools shall notify the affected teacher of the reasons for such transfer and at the request of the teacher, a meeting will be held with the superintendent and/or the school board.

G. Whenever positions involving greater responsibilities and higher salary differential become open, such vacancies shall be made to the association and the teachers within the system may apply. A list of vacant positions shall be posted in each school building.

H. A teacher who completes a year of service shall be moved up one step on the salary scale for the duration of this contract. However, beginning in the 2006-07 school year, upon recommendation of the superintendent and subject to the approval of the school board, a teacher may be held on step because of unsatisfactory job performance. Teachers must be notified of the intent to hold on step due to unsatisfactory job performance by April 1st. The teacher may take action to correct the unsatisfactory performance and request re-evaluation before October 15th of the following school year. Upon demonstrated improvement, as documented by the district approved evaluation tools and procedures, the teacher will be non-retroactively returned to the appropriate step as of November 1st of that year.

I. Open positions will be posted in all buildings.

## ARTICLE XI LEAVES

A. Teachers will be entitled to 15 benefit days and 3 professional development days annually. Fourteen of these days may be accumulated annually up to 150 and carried over as sick days. Teachers who have accumulated over 150 days will receive a buy back reimbursement at the current rate for days over the 150-day limit. Total accumulated days will be reimbursed at the rate of \$45.00 per day upon leaving the district. Teachers who are out sick for more than three consecutive days may be asked to present a physician's note indicating the ability of the teacher to return to work. Teachers may not use benefit days around a scheduled holiday or vacation without administrative approval unless it is due to an illness or an emergency. Teachers who leave the district prior to the end of the contract year and use more than 1.75 benefit days per month will reimburse the district the cost of those days.

B. Additional leave - In the event of extenuating circumstances, additional days will be considered on a special request basis and granted by the superintendent at his/her discretion only after the accumulated sick days have been exhausted. If a request is granted, the days authorized will not be deducted from the benefit days allotment. In the event of catastrophic or emergency situations involving family members, an emergency leave bank will be maintained by the district and made available to members of the bargaining unit. Members may donate one day to the bank. The maximum number of days to be accumulated in the emergency leave bank must not exceed 300 days. Upon granting of an emergency leave request, members may draw on emergency leave days before using their accumulated days.

C. Five days per year non-accumulative will be granted for death in the immediate family. Immediate family is defined as mother, father, mother-in-law, father-in-law, spouse, children, brother, sister, or significant persons at the discretion of the superintendent or building principal.

D. The sick bank will be maintained by the district and made available to the members of the bargaining unit. The maximum number of days to be accumulated must not exceed 300 days.

E. As professionals, members notification for leave should be as far in advance as is possible; however, notification for all such leaves shall normally be in writing three (3) days prior to the leave days, except in the case of emergency or an unusual circumstance. In this event, the principal shall be notified as soon as possible.

F. If a teacher is requested by administration to attend a function on behalf of the school district, the administration will put such request in writing and the time will not be charged to the teacher days. All fees and mileage costs will be paid by the school district from school of employment to destination and return as determined by the board. All mileage costs will be computed at IRS rate per mile.

G. The superintendent may make recommendations for the extension of any unpaid leave or for leaves of absence for special reasons and may grant such leave solely at the discretion of the board.

H. Tenured (non probationary) teachers at the sole discretion of the board may be entitled to a one (1) year personal leave without pay. Application for a one (1) year personal leave must be made in writing to the board on or before March 1st of the school year prior to commencement of such leave.

I. A leave of absence without pay or increment of up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family.

## ARTICLE XII CHILD CARE LEAVE

A. Unpaid childcare leave, including natural, adoptive or guardianship, for less than 12 months shall be granted. Those requests must be in writing specifying the length of the leave from point A to B. Extensions may be granted but the total leave must not exceed a total of 12 months. The board will recognize that in the case of adoption and guardianship situations may arise in which short notice requests may need to be given.

B. Upon returning to service, the employee shall be assigned to the same or similar position as was held prior to the beginning of the absence. Upon return from leave, placement on the salary schedule will be at least the same as when the employee took the leave.

C. All personal benefits accrued, including seniority and/or date of hire, will be retained during child care leave, unless the person concerned shall have accepted other employment or resigns. No new leave time will be accrued during childcare leave.

D. Notification of the intent to take such leave shall be made to the superintendent at least thirty (30) days prior to the date on which the leave is to begin, except in cases of emergency.

## ARTICLE XIII SABBATICAL LEAVE

A. Teachers who have been employed for seven (7) consecutive years by the board may apply for an unpaid sabbatical leave for professional improvement for one (1) year. It is agreed that professional improvement includes: attending a college, university or other educational institution.

B. Requests for sabbatical leave must be received by the superintendent in writing in such form as may be mutually agreed on by the association and the superintendent, no later than February 1st, and action must be taken on all such requests no later than March 1st of the school year preceding the school year for which the sabbatical leave is requested. Continuation of health insurance benefits during sabbatical leave shall be paid by the employee at 100% of the cost of such coverage.

C. After the sabbatical leave, the teacher shall return on the salary schedule, similar to, if the teacher had never been on sabbatical.

D. All personal benefits accrued, including seniority and/or date of hire, will be retained during sabbatical leave.

## ARTICLE XIV PROFESSIONAL IMPROVEMENT

A. Reimbursement for approved courses, or tests, satisfactorily completed as accredited colleges, universities or professional training schools shall be made as follows:

1. The district will pay the tuition for 8 credit hours at the University of New Hampshire rates, for graduate level courses or undergraduate courses that are determined to be appropriate to meet certification, staff development, or highly qualified teacher (HQT) requirements, with a B-or better GPA, per year.

2. Tuition or test costs will be reimbursed or paid up front, between the months of July 1st and June 30th which also includes payment of all fees and required materials associated with the course. Teachers are required to present a grade report or test results showing a passing mark equivalent to a "B-" (B minus) or a "2.88" average or better, however calculated and a copy of receipt for tuition or test charge or proof of payment for tuition, books and associated fees and materials for the course, for budget/auditor records. If a course is not completed or grade not as stated, the teacher will reimburse the district for all money paid to them.

3. If a teacher fails to complete a course or earn a grade of B- (B minus) in a course as outlined in A2 for which advance payment was received, then the teacher will have the option to either pay back the amount of the reimbursement by cash, check or payroll deduction to be determined mutually by the teacher and the SAU.

B. Professionals are encouraged to attend workshops and other related programs that will be beneficial to their assignment. The district will pay the cost of these teacher selected workshops and other related programs up to \$300.00 per teacher. Teachers wishing to attend such workshops and other related programs will submit the paper work no later than one week in advance of the scheduled activity.

1. Each staff member requesting assistance of less than \$50.00 will submit his/her request to the building principal at least one week prior to the workshop or the program taking place. The building principal will approve or disapprove the request for financial assistance.

2. Each staff member requesting assistance in excess of \$50.00 will submit his/her request to the building principal in sufficient time for him/her to seek school board or designee approval prior to attendance. The district will pay for the registration costs of the workshop upon registering. If a teacher doesn't attend the workshop they will need to reimburse the district. Documentation of attendance must be submitted to the SAU after attending the workshop.

3. All mileage costs will be computed at IRS rate per mile.

a. Staff members who are required to transport students to and from activities away from school, as directed by the building principal.

b. Staff members who utilize their vehicle to pick up/or transport supplies, as determined by the building principal.

c. Staff members who use their vehicles for any other school business as determined by the building principal.

d. These requests can be submitted monthly.

4. Funding for workshops or other related programs as outlined in B shall not be subject to budget freezes.

## ARTICLE XV FRINGE BENEFITS

A. The board agrees to provide health benefits through the School Care Health Plan. The board will contribute up to the following amounts for health insurance:

The district shall contribute the following percentages of the districts HMO health insurance premiums of the following amounts, whichever is less.

	District Contribution Percentage	2012-13 District's Maximum Contribution	2013-14 District's Maximum Contribution
Single	95%	\$ 9,500	\$10,000
2 Person	80%	\$15,500	\$16,000
Family	80%	\$20,500	\$21,500

The employee may elect to receive a buy back benefit in lieu of the health insurance policy as follows:

2011-14 \$3,700

The buyback will be paid twice annually; half of the amount will be paid at midyear and the second half at the end of the school year. All buy back payments will be prorated by days of service if the teacher leaves the district prior to the completion of the contract year.

Any changes in health care will be negotiated.

B. The district will provide the full cost of the following single Delta Dental plans through the Local Government Center: Option 1 Flex, Option 2 Flex or Option 4.

C. Employees will receive a term life insurance plan equivalent to \$25,000.

D. The board will allow for the development of a 403B plan. Deductions will be made bi-weekly from the employee's paycheck. The association will select the providers.

E. The board will allow for spouse and children to be added to the dental plan. The board will only contribute toward the single plan. All additional premiums will be paid for by the teacher.

F. Full time retiring teachers covered under this agreement shall be eligible to receive, in addition to regular contracted salary, and upon completion of his/her final year of service, a one-lump sum payment of \$8,500.

Eligibility:

Reach the age of 50 by his/her retirement year.

Notice of intent to retire must be in writing to the superintendent of schools no later than November 1st for each year of the contract.

Have served as a teacher in the district for a minimum of 15 consecutive years.

Otherwise comply with the eligibility guidelines and requirements of the New Hampshire Retirement System.

Other Provisions:

No more than four retirees per school year may receive this benefit. The teachers making the earliest written application on or before November 1st for each year of the contract, will be given preference, subject to all other provisions of this article. Applications shall not be received before the first staff day of school for each year of the contract. The one lump payment will be made to retirees no more than 120 days after July 1st.

If the school district will be assessed for a retiree by the New Hampshire Retirement System under RSA 100-A:16 III-a, the retirement incentive will be divided into two separate lump sum July 31 following the date of retirement, and shall equal the maximum portion of the retirement incentive that will not result in the school district being assessed by the New Hampshire Retirement System. The second lump payment shall be due and payable to the employee no earlier than 121 days or later than 150 days after the employee's date of retirement so as to prevent the school district from being assessed the New Hampshire Retirement System, and shall equal the remainder of the retirement incentive that was not paid in the first lump sum.

G. The school board agrees to provide at no cost to the teachers a long-term disability insurance plan providing benefits for long term or extended illnesses or disabilities as defined by the plan. An insurance company chosen by the employer will provide such a plan. The plan will provide for pay for 66.7% of the teacher's annual salary and be paid over a 12-month period up to a maximum of \$5,000.00 month and may continue up to age 65.

ARTICLE XVI  
COMPENSATION

A. Salary shall be paid in accordance to the salary schedule in Appendix A. There is no step movement for 2011-12. Step movement will take place in 2012-13 and 2013-14.

B. The annual salary shall be divided into twenty-six equal installments payable bi-weekly on Thursday beginning with the first Thursday after the start of school. If a payday falls on a nonscheduled day, pay will be distributed on the last day school is in session. Any balance due at the end of the school year will be paid on the last day of school or bi-weekly during the summer months, subject to the final approval of the Business Department. Teachers must notify the Business Department by May 1st of their choice of summer payment.

C. Co-curricular: A listing of all co-curricular positions and respective salaries will be made available, maintained and posted in each school building. Applicants for unfilled positions will be screened and selected by the administration. If positions remain unfilled after the initial posting, unfilled positions will be posted throughout the community and the same selection procedure followed. If then positions still remain unfilled the administration may assign teachers to such positions.

D. Teachers who have completed course work and earned credits that entitle them to move to a new track on the pay scale shall be moved accordingly upon submitting the required documentation. They shall have their contract reissued reflecting the track change and related salary adjustment for the next pay period following the timely review of submitted required documentation. Letters of intent to move to a new track on the pay scale during the school year shall be submitted to the SAU no later than September 1 prior to the year that this will go into effect.

## **ARTICLE XVII GENERAL PROVISIONS**

This agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed Amendment to this Agreement during the effective date of the agreement.

## **ARTICLE XVIII SAVINGS CLAUSE**

If any provision of this agreement is, or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. In the event that any provisions of the agreement is or shall be contrary to law, all other provisions of the agreement shall continue in effect.

## **ARTICLE XIX DURATION**

A. THE PROVISIONS OF THIS AGREEMENT WILL BE EFFECTIVE JULY 1, 2011, EXCEPT AS OTHERWISE PROVIDED HEREIN AND WILL CONTINUE AND REMAIN IN FULL FORCE AND EFFECT UNTIL JUNE 30, 2014. THE PARTIES AGREE THAT NEGOTIATIONS WILL REOPEN BY OCTOBER 1, 2013 FOR THE PURPOSE OF NEGOTIATING A SUCCESSOR AGREEMENT. ANY FURTHER AGREEMENTS THAT REQUIRE ADDITIONAL COSTS BEYOND THOSE NEEDED TO MAINTAIN THE STATUS QUO SHALL NOT BE BINDING UPON THE BOARD UNLESS AND UNTIL THE NECESSARY APPROPRIATIONS HAVE BEEN MADE BY THE VOTERS. STATUS QUO SHALL BE DEFINED AS PER THE SUPREME COURT DECISION OF 1993 (APPEAL OF MILTON SCHOOL DISTRICT, 137, NH 240).

B. ANY FURTHER AGREEMENT REACHED WHICH REQUIRES THE EXPENDITURE OF ADDITIONAL PUBLIC FUNDS FOR ITS IMPLEMENTATION SHALL NOT BE BINDING UPON THE BOARD UNLESS AND UNTIL THE NECESSARY APPROPRIATIONS HAVE BEEN MADE BY THE VOTERS AT A SCHOOL DISTRICT MEETING.

APPENDIX A  
SALARY SCHEDULE OF THE MILTON SCHOOL DISTRICT  
2011-12 SCHOOL YEAR

STEPS	BA	BA+15	BA+30	MA	MA+15
1	31415	32357	33329	34329	35359
2	33301	34299	35329	36390	37481
3	34632	35672	36741	37844	38980
4	36018	37100	38213	39358	40539
5	37459	38583	39740	40932	42160
6	38958	40125	41330	42570	43846
7	40125	41330	42570	43846	45161
8	41330	42570	43846	45161	46517
9	42570	43846	45161	46517	47914
10	43846	45161	46517	47914	49350
11	45161	46517	47914	49350	50831
12	46517	47914	49350	50831	52355
13	47913	49350	50831	52355	53926
Longevity:	(14	\$1,920)	(15 - 19 \$2,135)		(20+ \$2,350)

APPENDIX A  
SALARY SCHEDULE OF THE MILTON SCHOOL DISTRICT  
2012-13 SCHOOL YEAR

Steps	BA	BA+15	BA+30	MA	MA+15
1	\$32,357	\$33,329	\$34,329	\$35,359	\$36,419
2	\$33,301	\$34,299	\$35,329	\$36,390	\$37,481
3	\$34,632	\$35,672	\$36,741	\$37,844	\$38,980
4	\$36,018	\$37,100	\$38,213	\$39,358	\$40,539
5	\$37,459	\$38,583	\$39,740	\$40,932	\$42,160
6	\$38,958	\$40,125	\$41,330	\$42,570	\$43,846
7	\$40,125	\$41,330	\$42,570	\$43,846	\$45,161
8	\$41,330	\$42,570	\$43,846	\$45,161	\$46,517
9	\$42,570	\$43,846	\$45,161	\$46,517	\$47,914
10	\$43,846	\$45,161	\$46,517	\$47,914	\$49,350
11	\$45,161	\$46,517	\$47,914	\$49,350	\$50,831
12	\$46,517	\$47,914	\$49,350	\$50,831	\$52,355
13	\$47,913	\$49,350	\$50,831	\$52,355	\$53,926
14	\$48,392	\$49,844	\$51,339	\$52,879	\$54,465
Longevity:		(15- \$1,920)	(16 - 19 \$2,135)		(20+ \$2,350)

APPENDIX A  
 SALARY SCHEDULE OF THE MILTON SCHOOL DISTRICT  
 2013-14 SCHOOL YEAR

Steps	BA	BA+15	BA+30	MA	MA+15
1	\$32,357	\$33,329	\$34,329	\$35,359	\$36,419
2	\$33,301	\$34,299	\$35,329	\$36,390	\$37,481
3	\$34,632	\$35,672	\$36,741	\$37,844	\$38,980
4	\$36,018	\$37,100	\$38,213	\$39,358	\$40,539
5	\$37,459	\$38,583	\$39,740	\$40,932	\$42,160
6	\$38,958	\$40,125	\$41,330	\$42,570	\$43,846
7	\$40,125	\$41,330	\$42,570	\$43,846	\$45,161
8	\$41,330	\$42,570	\$43,846	\$45,161	\$46,517
9	\$42,570	\$43,846	\$45,161	\$46,517	\$47,914
10	\$43,846	\$45,161	\$46,517	\$47,914	\$49,350
11	\$45,161	\$46,517	\$47,914	\$49,350	\$50,831
12	\$46,517	\$47,914	\$49,350	\$50,831	\$52,355
13	\$47,913	\$49,350	\$50,831	\$52,355	\$53,926
14	\$48,392	\$49,844	\$51,339	\$52,879	\$54,465
Longevity		(15- \$1,920)		(16 - 19 \$2,400)	(20+ \$2,600)

## APPENDIX B DISABILITY POLICY

It is the policy of the school district to grant disability leave to all staff members once sick leave has been depleted. The following provisions shall apply:

1. Disability leave must be requested in writing prior to any absence from the job, the need for which must be verified by a physician/dentist.
2. All personnel benefits accrued will be retained during disability leave unless the person concerned shall have accepted other employment prior to the request for or during the disability leave.
3. All disability leave will be granted without pay.
4. Disability leave beyond a period of thirty calendar days will be granted at the sole discretion of the school board upon written request with appropriate documentation form presented for review by the staff member's physician.
5. The school district will have discharged its responsibility under this policy by offering re-employment after the staff member has been declared eligible by the school board for re-employment.

For purpose of this policy, disability leave is defined as that leave provided to a staff member after all sick leave has expired, for the time the individual is incapacitated to such a degree by illness, injury, and/or pregnancy that he/she is not able to perform the normal requirements of the given job for which he/she is employed by the district. Any staff member may return to work from disability leave upon written certification from his/her attending physician attesting to the staff member's good health and ability to discharge his/her responsibility.

WORKING AGREEMENT  
MILTON SCHOOL DISTRICT  
AND  
MILTON EDUCATION ASSOCIATION  
JULY 1, 2011 - JUNE 30, 2014

MILTON EDUCATION ASSOCIATION

MILTON SCHOOL BOARD

(S)

Susan J. Corning

\_\_\_\_\_

Ann Walsh

(S)

Marianne Doane

Lucretia Snyder

(S)

[Signature]

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(S)

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(S)

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DATE 4-17-12

DATE 4-18-12

A signature paper with original signatures is on file with the Milton School Board and the Milton Education Association.

## MILTON STIPENDS 2011-14

POSITION	2011-2014
Senior Class Advisor	1,000
Junior Class Advisor	1,000
Sophomore Class Advisor	800
Freshman Class Advisor	800
Grade 8 Class Advisor	800
Grade 7 Class Advisor	800
Grade 6 Class Advisor	800
Student Council	1,200
Destination Imagination	300
FBLA	700
Yearbook Advisor HS	2000
Yearbook Advisor MS	1000
Yearbook Advisor ES	1000
National Honor Society	1000
Staff Development HS (1)	700
Staff Development MS (1)	-700
Staff Development ES (1)	1000
Gifted & Talented Coordinator	300
Gifted & Talented Coach	100
Mentor	800
Summer School Teachers	\$20/hr.
Summer School Director	\$25/hr.
Search Advisor	800
Athletic Director	5000
Soccer Boys	2500
Soccer Middle School	1500
Volleyball Varsity	2500
Volleyball JV	2000
Volleyball Middle School	1500
Spirit Team	1800
Basketball Boys Varsity	3000
Basketball Girls Varsity	3000
Basketball Boys JV	2000
Basketball Girls JV	2000
Basketball Boys Middle School	1800
Basketball Girls Middle School	1800
Baseball Boys Varsity	2500
Softball Varsity	2500
Baseball Middle School	1500
Softball Middle School	1500
Saturday Detention Supervisor	\$20/hr.
Web Site	1500
Natures Classroom/Grade 8 Class Trip	1000
E Nute	1000
Drama Club Advisor	1500
Band Competition Coordinator	1000
American Legion Orator Advisor	600
Granite State Challenge	600
Grade Level Testing Coordinator (7)	250