

**AGREEMENT  
BETWEEN THE  
MARLBOROUGH SCHOOL BOARD  
AND THE  
MARLBOROUGH EDUCATION ASSOCIATION**

**July 1, 2020 to June 30, 2024**

## **PREAMBLE**

This contract is entered into between the Marlborough School Board, hereinafter called the "Board", and the Marlborough Education Association affiliated with New Hampshire Education Association and National Education Association hereinafter called the "Association".

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**ARTICLE I**

**RECOGNITION & BENEFIT ELIGIBILITY**

1.1 The Board recognizes the Association for the purposes of collective negotiations, pursuant to R.S.A. 273-A as the exclusive representative of all teachers, librarians, nurses, counselors, and support staff in the Marlborough School District as certified by the New Hampshire Public Employee Labor Relations Board.

1.2 Definitions: As used within this collective bargaining agreement, the following definitions shall apply:

- a. Teachers shall mean certified teachers, librarians, nurses and counselors.
- b. Support staff shall mean custodians, food service workers, instructional aides, and tutors as certified by the Public Employee Labor Relations Board in 2003.
- c. Positions in the Before/After school program are excluded.
- d. Employee shall mean all persons covered under this collective bargaining agreement.

1.3 Benefits eligibility for Teachers:

<b>Full-time: (FTE)</b> Teachers working 80% or more of the contracted year per Article 8.1	Considered full-time and eligible for benefits specified herein
<b>Regular: (PTE)</b> Teachers working 50% or more but less than 80% of the contract year per Article 8.1	Considered regular (PTE) and eligible for pro-rated benefits where specified.
<b>Part-time: (PT)</b> Teachers working less than 50% of the contracted year per 8.1	Considered part-time and are not eligible for any benefits

1.4 Benefits eligibility for Support Staff:

Full-time	Employees who work 1950 annual hours or more on a regular scheduled basis,
Regular	Employees who work 1200 or more hours and less than 1950 annual hours on a regular scheduled basis.
Part-time	Employees who work less than 1200 annual hours as part of their regularly scheduled job assignment

1.5 The term "School Day" as used in this Agreement, shall include the pre-instructional day, instructional day, and post-instructional day. The post-instructional day shall consist of 30 minutes after the instructional day ends. Each School Day shall be 7 hours and 30 minutes.

1.6 If any new non-supervisory position is created during the life of this Agreement, the District shall promptly notify the Association. If the parties cannot mutually agree on its inclusion in the bargaining unit, either party may request a clarification and determination from the New Hampshire Public Employee Labor Relations Board.

**ARTICLE II**

**MANAGEMENT RIGHTS**

- 2.1 Except as otherwise provided in this contract, the Board reserves to itself sole and exclusive jurisdiction and authority over, but is not limited to, matters of policy and retains the unrestricted right to direct and manage the school district as per Chapter 273-A:12 of the Public Employee Labor Relations law.
- 2.2 Terms and conditions of employment means wages, hours and other conditions of employment other than managerial policy within the exclusive prerogative of the public employer, or confided exclusively to the public employer by statute or regulations adopted pursuant to statute.
- 2.3 The phrase "managerial policy within the exclusive prerogative of the public employer" shall be construed to include but shall not be limited to functions, programs and methods of the public employer, including the use of technology, the public employer's organizational structure, and the selection, direction and number of its personnel, so as to continue public control of governmental functions.

**ARTICLE III**

**NON-DISCRIMINATION**

- 3.1 The Board agrees to provide equal employment opportunities for all individuals based solely on their education, experience, knowledge and skill; and shall not discriminate with regard to race, color, creed, age, sex, sexual orientation, national origin, marital status, handicap, gender identity, familial status, or any like status against which discrimination is prohibited by state or federal law; or membership and/or activity in the Association.

## ARTICLE IV

### PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

- 4.1 On or before September fifteenth (15<sup>th</sup>) of the prior year in which this contract expires, 135 days before the budget submission date of February first (1), and subject to compliance with this contract and R.S.A. 273-A, the Association may, in writing by certified mail, return receipt requested, notify the Board of its desire to terminate or modify the terms and conditions of this contract and shall submit no later than October seventh (7), a list of its demands on negotiable terms. If the proper notice is given, the parties shall, no later than October seventh (7), confer and negotiate in accordance with the procedures set forth herein in a good faith effort to reach a mutual understanding and agreement.
- 4.2 The term "days", as used in this article, shall mean calendar days.
- 4.3 The Negotiating Committees of the Board and Association shall have authority to reach tentative agreement subject to approval of Board and Bargaining Unit.
- 4.4 The Board agrees that public information in its possession shall be made available to the Association upon request with any expenses assumed by the Association.
- 4.5 It is agreed in this procedure that no part of this agreement is final until all agreements in this contract are final and ratified by the parties. Any agreement reached shall be reduced to writing and signed by the Board and Association. Any 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 Marlborough School District at the Annual Meeting or any specially warned school district meeting called for such purpose. The voters of the District will be properly warned and provided with information setting forth the financial terms relating to any multiyear agreement as per "Sanborn" guidelines.

#### Impasse

- 4.6 If, after discussion of all negotiable matters, the parties fail to reach agreement, either party may declare an impasse. In the event of an impasse, the parties will by mutual agreement select a mediator for the purpose of reconciling their difference(s) and resolving the controversy on terms which are mutually acceptable. The mediator will meet with the parties forthwith, either jointly or separately, in order to persuade the parties to resolve their difference(s) and effect a mutually acceptable agreement.
- 4.7 If the mediator is unable to effect settlement of the controversy within thirty (30) days after his appointment, either party may, by written notification to the other, request that their differences be submitted to fact-finding. The American Arbitration Association shall provide a list so that the parties can mutually select a fact finder in accordance with the rules and procedures prescribed by it for making such designation.
- 4.8 The fact finder will meet with the parties or their representatives, or both, either jointly or separately, make inquiries and investigations, hold hearings, or take such other steps as deemed appropriate. Any such hearings will be held in closed session. The Board and Association will furnish the fact finder, upon request, all non-confidential records, papers, and information in their possession relating to any matter under investigation by or in issue before the fact finder. If the dispute is not resolved prior thereto, the fact finder shall make findings of fact and make terms of settlement regarding the dispute as submitted. The fact

finder may not make any report public until both negotiation teams shall have considered them for ten (10) days in accordance with R.S.A. 273-A:12I.

4.9 The costs for services of the mediator and/or fact finder, including per diem expenses, if any, will be shared equally by the Board and the Association.

4.10 Determination and/or recommendations under the provisions of Sections 6 and 8 of this article will be advisory and not be binding on the parties as per R.S.A. 273-A:12, I.



## ARTICLE V

### ASSOCIATION RIGHTS

- 5.1 Rights granted to the Association under this article shall not, in the judgment of the Board, be injurious or disruptive to the operation of the Marlborough School, its students, faculty or administration. Nor shall it be in violation of any provisions of this contract and/or policies or regulations of the Marlborough School District.
- 5.2 The Association will have the right to use the school building without cost for meetings. Requests for the use of the building will be made to the Principal, in advance.
- 5.3 The Association may be given a place on the agenda of the orientation program of all teachers and support staff.
- 5.4 The Association will have the right to post notices of its activities and matters of employee concern in the staff lounge and shall have the use of the in-school employee mailbox system for such notices and matters.
- 5.5 With approval from the Principal, the Association may have the use of equipment, normally used by teachers, for Association activities. Expendable materials will be at the expense of the Association.
- 5.6 With permission of the Principal, Association members may be contacted at school concerning matters of Association business, including in-building visits by Association representatives, provided that such contacts do not interfere with the employee's assigned duties. A reasonable number of employees who act as representatives of the bargaining unit shall be given a reasonable opportunity to meet with employees during work hours. School officials must cooperate with the Association to permit employees to consult with Association representatives at various times during the day, whenever they are not actually working. The Association has the right to visit members during the school day as long as it does not disrupt classes.
- 5.7
- a. The Board agrees to deduct from the salaries of its employees, voluntary union dues for the Marlborough Education Association, National Education Association – New Hampshire, and the National Education Association, as said employees individually and voluntarily authorize the District to deduct and to transmit the monies promptly to such Association. New members/employees who elect to participate in payroll deduction of union dues will complete an authorization form and forward a copy to the District payroll office.
  - b. The Association will certify to the District, the current rate of its union membership dues. If the Association changes the rate of its Association membership dues, it will give the District thirty (30) days written notice, prior to October 15 of the year of such change.
  - c. Deductions referred to in Section (a) above will begin within thirty (30) days of the District's receipt of authorization from the employee.
  - d. The Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct Association dues for the Association. Any certified employee, desiring to have the District discontinue deductions he/she has previously authorized must notify the District and the Association concerned, in writing, sixty (60) days prior to the beginning of the school year.

- e. The Association shall indemnify, defend, and hold harmless the District against any and all claims, demands, suits, legal costs or other forms of liability (monetary or otherwise) arising out of or by reason of any action taken or not taken by the District for the purpose of complying with the provisions of this Article.

5.8 One (1) paid association business leave day shall be granted to one employee for the purpose of attending the NEA – New Hampshire Delegate Assembly Convention, held in the Spring. One (1) additional paid association business leave day shall be granted to the Association president or designee to be used for other Association business. These days require advance notice to the Principal via the District’s time and attendance system noting the reason for the leave as “Association Business.”

## ARTICLE VI

### EVALUATION AND PERSONNEL FILE

- 6.1 Employees shall be entitled to access their official personnel files within normal working hours upon notice to the Director of Human Resources.
- 6.2 All monitoring or observation of the work performance of an employee will be conducted openly and with full knowledge of the employee.
- 6.3 No derogatory material shall be placed in an employee's individual personnel file unless the employee is given a direct copy of the material. Any complaint to be placed in an employee's file shall be reduced to writing and indicate the name of those complaining, the dates and situations which brought about the complaint and the results of any investigation. The employee will have the right to submit a written response (with a copy to the Director of Human Resources) to such material. Such response will be reviewed by the Superintendent or the Superintendent's designee and attached to the file copy. In any case, the employee shall at least acknowledge the complaint by signing it. Such signature shall indicate only that the report has been read by the employee and does not indicate agreement with the contents thereof.
- 6.4 The primary purpose of evaluations for teachers shall be the improvement of instruction and for support staff job performance and/or improvement of instruction. The parties recognize the importance and value for assisting and evaluating the progress and success of all staff for this purpose.
- 6.5 Each employee will be made aware of the annual evaluation plan prior to September 25<sup>th</sup> of each school year. The Board shall have the sole responsibility to determine the means and methods of any such evaluation. The Association shall be given notice of any changes to the means and methods of evaluation and its input will be taken into consideration.
- 6.6 An employee shall be given access to any evaluation report prepared by an evaluator before any conference held to discuss it or as agreed between employee and evaluator. If dissatisfied with this evaluation conference, the employee may request additional conference time. Thereafter, the employee shall sign the report and such signature shall indicate only that the report has been read by the employee and does not indicate agreement with the contents thereof. The employee may if he/she so wishes write a response to any evaluation report to be appended to that report.
- 6.7 Assessment of job performance shall be based on performance standards adopted by the Marlborough School Board. Comments not relevant to a specific standard shall not be included in the evaluation.

**ARTICLE VII**

**EARLY RESIGNATION**

7.1 The contracted teacher may terminate this agreement prior to August fifteenth (15) by giving not less than four (4) weeks' notice to the School District and, thereafter, upon giving not less than six (6) weeks' notice to the district.

If a teacher leaving the District fails to comply with the notice requirement, that teacher shall pay the district \$350. The Board may waive the notice requirement and penalty at its discretion.

**ARTICLE VIII**

**EMPLOYMENT**

8.1 Teacher Employment:

For the purpose of this contract, the period of service for teachers shall not be more than one hundred eighty-nine (189) days as set forth in an individual contract between the Board and each teacher, to be allocated as follows:

Teaching days	180
In-service days	9

Except that the Board shall have the right to require additional days when in such judgment it is required to operate the school district. When such is required by the Board, the individual contract of such employee shall reflect additional compensation using the following formula: Current salary divided by one hundred eighty-nine (189) times number of extra days beyond one hundred eighty-nine (189).

The teaching days above shall consist of the entire School Day, which includes the instructional day, pre-instructional day, and post-instructional day. The School Board has the sole discretion to set the instructional day as long as they consider input from the Association. The instructional day shall be no less than 6.5 hours and no more than 6 hours and 45 minutes. The pre and post instructional day shall be set to have the teaching day total no more than 7.5 typically scheduled hours. This does not limit requirements that Teachers are salaried employees and are expected to carry out their professional duties which may require additional time.

The parties recognize that a 7.5 hour teaching day represents a 30 minute increase in the contractual teacher work day as of July 1, 2020. This additional 30 shall be unencumbered and duty-free.

The post-instructional day shall be 30 minutes in length, with the balance of the 7 hours of the work day allocated to the instructional day as set by the School Board and pre-instructional day.

The resulting changes in the pre and post instructional day shall not apply to Diane Goodman.

The in-service days specified herein will be distributed and used as follows:

- Two (2) Individual Classroom Preparation Days before the first day of school which shall include but not be limited to activities such as readying classrooms, reviewing student records, discussing individual students with teachers and administrators, planning student transitions, and planning individual curriculum. The content and activity of the two days shall be determined solely by the individual teacher, with suggestions from the Principal.
- Two (2) Orientation Days as determined by the Superintendent and/or Principal before the first day of school.
- Two (2) Days scheduled by the District with input from the Association.

- Two (2) Workshop Days to be determined by the Principal, with input from the Association. Such days to be used by the entire teaching staff or group of teachers as mutually agreed in no less than one-half (1/2) day increments throughout the school year. Such day(s) to be scheduled when school is not in session.
- One (1) Closure Day following the last day of school

## 8.2 Support Staff Employment

School-year support staff personnel shall work the school instructional days plus not more than two (2) preparation, clean-up, orientation or open house days as assigned by the Principal and when in the discretion of the Principal it is necessary. The Principal, in exercising judgment, shall not be arbitrary or capricious.

## 8.3 Teachers are expected to attend a reasonable number of after-school functions such as faculty meetings, parent/student conferences, open houses, and other educationally related programs or conferences with the administration. Such meetings shall be of reasonable duration. Assignments to non-school hour duties will be made on a fair and equitable basis by the administration.

Teachers may work with student teachers, but shall not be required to do so and shall not be penalized for declining to do so.

### Transfers

## 8.4 Teachers affected by possible transfer will be notified as soon as possible prior to implementation of the transfer. Any teacher being involuntarily transferred or reassigned after June first(1<sup>st</sup>) to a different grade, course, or area of certification which she/he has not taught in the last three years will be given a maximum of three (3) paid days prior to the start of the next school year to prepare for the change in assignment. The per diem rate of pay shall be calculated in accordance with Article 8.1. The final decisions to transfer, assign, or reassign will rest with the Superintendent or designee.

### Lunch

## 8.5 Staff persons shall be entitled to thirty (30) minutes of duty-free time during each day except when the students are assigned by the Principal to remain in the building during normal recess time. Duty free lunch shall not be counted as part of any preparation time as otherwise defined in this agreement. Lunch time shall occur between 11:00 AM and 1:00 PM or from the beginning of the students' lunch time until one-half hour after the close of the students' lunch time.

### Reduction In Force

## 8.6 a. When the Board finds it necessary to reduce teaching positions for full or part-time certified teachers for reasons of decreases in student enrollment, severe financial conditions, or other circumstances determined by the Board, the following Reduction In Force procedures shall be implemented.

- i. The Board will apply the following equally-weighted criteria to determine the staff to lay off:
    - a. job performance, as documented using the current evaluation system
    - b. highest degree;
    - c. number of endorsements;
    - d. years of teaching experience in Marlborough School District.
  - ii. If, in following this process, there is a tie, then the teachers shall be reduced in the reverse order of district employment, provided those remaining are certified for the positions.
  - iii. Should a vacancy occur after a reduction in force has taken place, "reduced teacher(s)" shall be recalled for the opening in the reverse order from which the staff was reduced; i.e., the last to be laid off shall be given preference for any vacancy. In order to qualify as a "reduced teacher" under this provision, a teacher must provide the District with an up to date e-mail address, mailing address, and phone number. E-mail, phone, or mail notification by the District regarding vacancies shall suffice. The District has sole discretion to elect to utilize either e-mail, phone or mail as the notification procedure regarding any particular vacancy. Reduced teachers are obligated to make sure all phone numbers, e-mail addresses, and mailing addresses are accurate and up to date. After receiving notice of a vacancy, the reduced teacher shall contact the District and indicate his/her intent to move forward with the recall process. If a reduced teacher does not respond within 48 hours of receiving notice of the vacancy, the reduced teacher is no longer subject to recall and the District can move to the next reduced teacher on the priority list. The District shall have authority to issue multiple recall notices at a time, indicating assignment of the vacant position is subject to the priority list. Any teacher who receives a recall notice (regardless of where they fall on the priority list) shall comply with the 48 hour notice requirement. This right to be recalled for employment shall terminate two years following last day of employment.
  - iv. In all cases, the Board, after due consideration of factors, including seniority and performance, shall reserve the right to make any decision it feels necessary in the interest of the School District. However, such decision shall not be arbitrary or capricious.
- b. When reduction in force is determined to be necessary within the support staff.
- i. If a support person's job is directly related to performing services for a particular student (for example a one-on-one tutor) and that student leaves the district during a school year, the staff person may elect to be placed in any vacant position for which he/she meets the minimum qualifications or he/she may be laid off for the remainder of the school year. Any staff person whose position is directly related to performing services for a particular student and who is laid off mid-year shall be employed in the first available position for which the staff person is qualified pursuant to the recall process in this section for a period of two (2) years. It shall be the responsibility of the laid off staff person to promptly notify the Human Resources Office of any changes in his/her current address and his/her availability and desire to be considered for open positions.

Should a vacancy occur after a reduction in force has taken place, "reduced support staff" shall be recalled for the opening in the reverse order from which the staff was

reduced; i.e., the last to be laid off shall be given preference for any vacancy. In order to qualify as a “reduced support staff” under this provision, staff must provide the District with an up to date e-mail address, mailing address, and phone number. E-mail, phone, or mail notification by the District regarding vacancies shall suffice. The District has sole discretion to elect to utilize either e-mail, phone or mail as the notification procedure regarding any particular vacancy. Reduced support staff are obligated to make sure all phone numbers, e-mail addresses, and mailing addresses are accurate and up to date. After receiving notice of a vacancy, the reduced support staff shall contact the District and indicate his/her intent to move forward with the recall process. If a reduced support staff does not respond within 48 hours of receiving notice of the vacancy, the reduced support staff is no longer subject to recall and the District can move to the next reduced support staff on the priority list. The District shall have authority to issue multiple recall notices at a time, indicating assignment of the vacant position is subject to the priority list. Any support staff who receives a recall notice (regardless of where they fall on the priority list) shall comply with the 48 hour notice requirement. This right to be recalled for employment shall terminate two years following last day of employment.

- ii. If the student of a support staff person leaves the district at the end of the school year, the support staff person shall be placed in the first available position, provided that he/she is qualified as assessed by the Principal. In making such judgments, the Principal shall not be arbitrary or capricious.

#### Change in Job Assignment

8.7

- a. Teachers affected by changes in job responsibilities shall be consulted about such changes as early as is feasible prior to the new responsibility taking effect and professional days addressed to ease the transition shall be encouraged by the Board.

#### Job Posting

- b. Vacancies for salaried employees (including summer employment opportunities whenever possible) will be posted electronically for a minimum of five (5) workdays, except in cases of emergency. The electronic posting will set a five-day internal posting timeframe. Salaried employees shall be given preference for such vacancies, provided they are certified for the position.

#### Mentors

- c. Each teacher new to the school district shall be assigned a peer mentor during his/her first year of teaching in Marlborough. Mentor teachers shall be selected from a group of employees who volunteer to serve. Mentors shall be compensated in the amount of \$600 per year for each new teacher mentored.

#### Notification of Lane Change

8.8

Teachers who have reasonable expectations of completing academic courses or degrees, and who wish to use additional credits for salary purposes, must notify the Director of Human Resources in writing not later than December first (1st) of any contract year for impact in the next school year. The time requirement specified in this section may be extended by mutual agreement.



### Substitutes

- 8.9 The Board agrees that reasonable efforts will be made to obtain substitutes for teachers who are absent from work and for instructional assistants (tutors) who are absent from work for three or more consecutive days.

### Preparation Time

- 8.10 Except in unusual circumstances, the Board will provide all teachers with one planning period per day equal to one class period. For elementary school teachers, the Board will provide a planning period whenever a specialist in art, music, physical education, library arts, Spanish or computers is providing instruction to their classes. Reasonable efforts will be made to ensure planning periods will be no less than thirty minutes in duration.

### Faculty Meetings

- 8.11 Faculty meetings shall normally begin fifteen (15) minutes after students are dismissed and usually will last no longer than one hour, and shall not last longer than one and one-half hours. Total time spent in faculty meetings shall not exceed four (4) hours in any calendar month. There will be no more than one (1) faculty meeting a week. Limitations on faculty meeting length and/or frequency shall not apply in the event of an emergency. The Principal may invite support staff to attend relevant portions of faculty meetings with pay if, in the judgment of the Principal, meeting agenda subjects are relevant and necessary for support staff to perform their job responsibilities. Support staff shall attend relevant portions of the faculty meetings when invited by the Principal. Time of support staff at faculty meetings shall not exceed three hours in any year. At a rate of one time in any two-month period, one SAU-wide or multi-district meeting may be substituted for the equivalent of a one (1) hour faculty meeting, regardless of meeting time or duration.

### Assignments for Support Staff

- 8.12
- a. Vacancies in support staff job classifications, (including summer employment opportunities whenever possible) will be posted for a minimum of five (5) days except in cases of emergency. Existing employees will be granted consideration for employment to fill vacancies provided they are the more qualified applicants, unless the position is student-specific and it will be difficult to replace or in the opinion of the administration, it would work a hardship to interfere with the educational program of the student.
  - b. In the event an employee's position becomes eliminated or changed (regardless of the reason) he/she shall be given consideration for any open and unfilled position which may then be available, provided he/she has applied and is qualified to perform the work.
  - c. The Board shall notify the involved employee if it contemplates a change in the assignment of an employee as set forth in his/her Payroll Notification form and, if the employee objects to the reassignment, the administration agrees to meet with the employee within ten (10) days of receipt of notification to consider the employee's concerns and possible alternatives. In the case the reassignment is refused, such a refusal shall constitute termination of employment without prejudice.
  - d. The School District shall develop written job descriptions including minimum qualifications for each position covered by this Agreement prior to the end of their contract. If the District is

considering creating a new classification of support staff, it shall notify the Association of its intent at least fifteen (15) days prior to the implementation of the new classification. The parties may agree to shorten this time period by mutual agreement or in case of an emergency.

#### Support Staff Holidays

- 8.13 Full-time and regular support staff who normally work in their position the regular business day before and after a recognized holiday are entitled to be paid for that holiday. Full-time and regular support staff on sick leave or approved annual leave for these days will also be eligible for holiday pay. Full-time and regular support staff on leave without pay on these days are not entitled to holiday pay, subject to the provisions herein.
- a. Full-time support staff are entitled to twelve (12) paid holidays as determined by the Superintendent.
  - b. Regular support staff are eligible for holidays falling within the school year, as determined by the Superintendent.
  - c. Part-time support staff who work 900 hours or more annually are entitled to six (6) holidays falling within the school year. The six (6) holidays shall be as follows: two (2) days at Thanksgiving, two (2) days at Christmas, two (2) days at New Year's.

#### Support Staff Vacation (Full-time support staff)

- 8.14
- a. Full-time support staff shall be able to earn vacation as follows:

0-5 years	.833 days a month
6-8 years of service	1.25 days a month
9 years +	1.67 days a month
  - b. All leave must be approved in writing in advance by the Principal. Ordinarily, employees shall provide notice of thirty (30) days in advance of their intention to take a vacation of two or more weeks.
  - c. Payment for vacation shall be at the regular hourly rate.
  - d. Vacations shall be scheduled at times requested by the employee unless the requested vacation would place a hardship on the District's operation. In making such judgments, the supervisor shall not be arbitrary or capricious.
  - e. Employees may carry over up to thirty (30) vacation days from one year to the next.
  - f. Employees who leave employment shall be compensated for earned but unused vacation time.

**ARTICLE IX**  
**RATES OF PAY**

9.1 A. Teachers will receive the following salary increase(s):

Effective July 1, 2020: See Appendix A  
Effective July 1, 2021: See Appendix A  
Effective July 1, 2022: See Appendix A  
Effective July 1, 2023: See Appendix A

B. Support staff will receive the following increases:

Effective July 1, 2020: See Appendix B  
Effective July 1, 2021: See Appendix B  
Effective July 1, 2022: See Appendix B  
Effective July 1, 2023: See Appendix B

9.2 Pay Periods: Teachers shall be paid over twenty-six (26) pay periods for distribution of their annual salary.

9.3 Student Loan Repayment: The Board will provide up to \$3,000 per year for the purpose of student loan repayment for teachers with three (3) or less years of teaching experience (on steps 0-3). All applications for student loan repayment must be filed with the Human Resources Office no later than November first (1<sup>st</sup>).

The \$3,000 fund will be divided on a prorated basis among all eligible applicants. However, individual teachers shall be eligible to receive no more than \$1,000 a year or the balance of their loan, whichever is less.

The repayment contribution shall be made directly to the educational and/or financial institution(s) designated by the teacher. In order to receive this contribution, the teacher shall provide proof of the loan(s), including verification of monthly payment amount(s) and a year-end summary of the repayment activity from the institution(s).

Any teacher receiving an education loan repayment contribution is expected to return to the Marlborough school system for the school year following the year in which the contribution is made.

If the teacher voluntarily terminates employment before the end of the following year and the amount contributed is greater than the final paycheck of the teacher the amount of the contribution must be repaid on a prorated basis within a three (3) year period, through signing a promissory note indicating the amounts, method, and schedule of payment. In the event that the amount contributed is less than or equal to the teacher's final paycheck, the District is specifically authorized to deduct any balance due from the paycheck.

## Support Staff Overtime

9.4

- a. Support staff shall receive overtime pay at the rate of one and one-half (1.5) times their regular hourly rate for hours worked in excess of forty (40) hours per week. A week shall run Sunday through Saturday. (Overtime may not be worked without prior written consent of the Principal.) Subject to meeting the needs of the District and with the approval of the Building Principal, a support staff person may elect to vary his/her work schedule provided that such alteration shall not exceed forty (40) hours per week unless authorized by the appropriate supervisor.
- b. Support staff who are requested to work on what is otherwise a paid holiday or on a weekend day shall receive compensation at the rate of one and one-half (1.5) times their regular hourly rate.

Support staff who are called into work to handle an emergency situation shall receive a minimum of two (2) hours pay per call-in, provided that, if they are required to remain longer than two (2) hours, they shall be paid at the appropriate rates.

9.5

Employees' paychecks shall be deposited in the financial institutions of the employee's choice via direct deposit. Paper pay stubs will no longer be provided but the employee pay stub information will be available to employees online.

**ARTICLE X**

**DISCIPLINE**

- 10.1 No teacher shall be dismissed (RSA 189:13) except for just cause. No continuing contract teacher shall be non-renewed (RSA 189:14) except for just cause. Just cause shall mean that there is evidence which supports the decision of the Board.
- 10.2 Newly hired support staff will have a ninety (90) calendar day probation period during which they may be terminated without cause. Thereafter, their employment may be terminated only upon mutual agreement or by the District for just cause, as defined in 10.1 above.

## ARTICLE XI

### GRIEVANCE PROCEDURE

- 11.1 A "Grievance" is a claim by a person based upon the interpretation, application or alleged violation of this contract which results in harm or loss to the grievant.
- 11.2 A "Grievant" is any person covered by the contract who makes the claim.
- 11.3 A bargaining unit member covered by this contract shall have the right to have an Association representative present during the steps.
- 11.4 The parties acknowledge that it is more desirable to resolve problems through free and informal communications. Grievances which are not settled in an informal way shall be reduced to writing and referred to the following grievance procedure.
- 11.5 The term "days", as used in this article, shall mean calendar days. Time periods specified in this procedure may be changed by mutual written agreement by both parties.
- 11.6 To be eligible to use this formal procedure, the Grievant must submit a written grievance within fourteen (14) days of the day the grievant knew or should have known of the alleged violation of the contract. The grievance shall state the specified alleged violation with proper reference to the article of this contract being grieved. Appendix C shall set forth the form of the written grievance and must be completed by the aggrieved person.
- 11.7 LEVEL A:
- Within ten (10) days of receipt of a grievance, the Principal shall meet with the grievant and any other appropriate individuals as may be deemed necessary. Within ten (10) days following such meeting, the Principal shall give an answer in writing. If the grievance is not settled at this level, then it may be referred to LEVEL B within ten (10) days of the receipt of the answer given at this level.
- 11.8 LEVEL B:
- Within ten (10) days of a grievance being referred to this level, the Superintendent or his/her designee shall meet with the grievant and other appropriate individuals as may be deemed necessary, and examine the facts of the grievance. Within ten (10) days of such meeting, the Superintendent or his/her designee will give an answer in writing. If the grievance is not settled at this level, then it may be referred to LEVEL C within ten (10) days of receipt of the answer given at this level.
- 11.9 LEVEL C:
- Within ten (10) days of a grievance being referred to this level, the grievant, through the Association, will initiate a request for arbitration to the American Arbitration Association (AAA) at the Association's expense. The American Arbitration Association will submit a list of qualified arbitrators for selection by the parties in accordance with the rules and procedures described by it for making such designation. The Arbitrator will set a meeting with the Board, the Administration, the Grievant, and the Association to hear

the Grievance. Copies of the Arbitrator's written decision shall be sent to the Grievant, the Association, and the Board within thirty (30) days of the meeting. The decision of the arbitrator shall be advisory. The arbitrator shall have no power to alter the terms of this agreement. However, the arbitrator is empowered to include in a decision any remedies judged to be appropriate. Except as otherwise provided herein the Board and the Association shall share equally in the cost of arbitration under this Section 11.9.

11.10 LEVEL D:

Within ten (10) days of a grievance being referred to this level, the Board will meet with the grievant and hear the facts. Both the Association and the Administration shall provide the Board with all relevant materials. Within thirty (30) days of such meeting, the Board shall render its decision in writing.

11.11 Failure of the grievant to appeal to the next level within the specified time limits shall be deemed to be an acceptance of the decision rendered at the present level.

11.12 The parties agree that all parties covered by this contract shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal in presenting or appealing any Grievance.

11.13 A grievance filed by the Association which is general in nature and which may affect more than one employee may be initiated at Level B.

## ARTICLE XII

### LEAVES OF ABSENCE

#### Sick Leave

- 12.1 Sick leave shall be confined to the personal illness of the employee.
- a. Full-time Teachers: Full-time teachers shall receive one (1) sick day leave per month cumulative to twelve (12) days per year, further cumulative to a maximum of ninety (90) days. A full-time teacher's sick leave will not be considered exhausted until it has exceeded twelve (12) days for a bona fide personal illness or medical condition. Should an employee leave the employ of the District prior to earning twelve (12) days, the employee shall reimburse the District the difference between earned sick leave and paid sick leave. Sick leave is defined as work days as opposed to consecutive days. Employees are entitled to sick leave at full pay until their sick leave is exhausted for a bona fide personal illness or medical condition.
  - b. Part-time Teachers: Part-time eligible teachers working 50%- 80% shall receive .833 sick day leave per month cumulative to ten (10) days per year, further cumulative to a maximum of forty-five (45) days. A part-time teacher's sick leave will not be considered exhausted until it has exceeded ten (10) days for a bona fide personal illness or medical condition. Should the employee leave the employ of the District prior to earning ten (10) days, the employee shall reimburse the District the difference between earned sick leave and paid sick leave. Sick leave is defined as work days as opposed to consecutive days. Employees are entitled to sick leave at full pay until their sick leave is exhausted for a bona fide illness or medical condition.

Teacher Sick Leave Probation: During the first three (3) months of employment, however, a teacher shall be given credit for only four (4) days of sick leave. Should a teacher use more than these four (4) days of sick leave and resign before the end of the three month term, the Board shall recover the difference between the four (4) days granted and the number of days taken from the teacher's final paycheck.

- c. Support Staff: Support staff shall receive sick leave on the following schedule: full-time employees shall be eligible to receive twelve (12) days per year; regular and part-time employees shall be eligible to receive ten (10) days per year. Sick days will be cumulative to a total of ninety (90) days. Sick days shall be paid based on the number of hours scheduled and regularly worked on the day the absence occurs. Should an employee leave the employ of the District prior to earning the maximum amount they are eligible for, the employee shall reimburse the District the difference between earned sick leave and paid sick leave. Employees are entitled to sick leave at full pay until their sick leave is exhausted for a bona fide personal illness or medical condition. In every case, accumulated sick leave will not be deducted until the employee has exhausted the current year's sick leave.

Support Staff Sick Leave Probation: During the first three (3) months of employment, however, support staff shall be given credit for only four (4) days of sick leave. Should an employee resign before the end of the three (3) month term, the Board



shall recover the difference between the four (4) days granted and the number of days taken from the employee's final paycheck.

- d. Sick leave under this section must be for a bona fide personal illness or medical condition purpose for the covered employee. Up to fifteen (15) days per year of an employee's sick leave may be used to attend to the bona fide personal illness or medical condition of the covered employee's parent, spouse, child, or permanent resident of household. Sick leave for family members under this section is limited to fifteen (15) days. The fifteen (15) days allotted for a covered employee to use sick leave for their parent, spouse, child, or permanent resident of household under this provision applies equally to teachers and support staff.
- e. Upon the request of Administration, an employee claiming sick leave in excess of five (5) consecutive work days or disability benefits shall provide or cooperate to provide such evidence of sickness or disability as may be reasonably required by the District and/or its disability insurance carrier. Upon failure to so provide such evidence or failure to so cooperate, the employees claim for sick leave or disability may be denied and all disability benefits paid by the District shall be returned by the employee to the District.

12.2 Employees as described in 12.1 are entitled to sick leave at current contract rate of pay until their accumulated sick leave is exhausted or until Long Term Disability payments begin on the ninetieth(90<sup>th</sup>)consecutive day (for full-time teachers, or full-time or regular support staff), whichever occurs the latest.

#### Disability

12.3 The Board agrees to provide Short Term Disability / Long Term Disability coverage to full-time teachers and support staff who work thirty (30) or more hours per week. See Article 15.9. The level of, access to, and eligibility for short term disability/long term disability benefits shall not be reduced without the prior consent of the Association.

#### Personal Leave

12.4

- a. Full-time Teachers:

Three (3) days per year (non-cumulative) may be taken for personal business without a reason given to the Principal, if the Principal receives notice forty-eight (48) hours prior to the leave. The Principal has the authority to waive the notice if the notice, in the Principal's judgment, could not have been given in the time required.

- b. Part-time Teachers:

One (1) day per year (non-cumulative) may be taken for personal business without a reason given to the Principal, if the Principal receives notice forty-eight (48) hours prior to the leave. The Principal has the authority to waive the notice if the notice, in the Principal's judgment, could not have been given in the time required.

c. Support Staff:

Three (3) days per year (non-cumulative) may be taken by support staff who work thirty (30) hours per week or more for personal business without a reason given to the Principal, if the Principal has notice forty-eight (48) hours prior to the leave. The Principal has the authority to waive the notice if the notice, in the Principal's judgment, could not have been given in the time required.

d. One (1) day per year (non-cumulative) may be taken by support staff who work less than thirty (30) hours per week for personal business without a reason given to the Principal, if the Principal has notice forty-eight (48) hours prior to the leave. The Principal has the authority to waive the notice if the notice, in the Principal's judgment, could not have been given in the time required.

e. The Board agrees to pay all teachers \$75.00 per unused personal leave day remaining at the end of the school year, and support staff \$50.00 per unused personal leave day remaining at the end of the school year.

#### Bereavement Leave

12.5 Up to four (4) paid days per year per occurrence shall be granted to any employee in the event of a death of the employee's grandparent, parent, child, grandchild, sibling, spouse, or same relative of the employee's spouse, or permanent member of the family household as bereavement leave. Additional days may be granted upon application to the Superintendent in the event of special circumstances.

#### Child-Rearing Leave

12.6 In addition to the period of time which a full-time employee is disabled as a result of the birth of a child, or upon the adoption of a child, upon written request to the Administration given at least sixty (60) days prior to the anticipated birth date, an employee shall be granted child-rearing leave without pay. As consideration for the extended time, an employee on said leave agrees to return on the first day of a school marking period ONLY, and provided further that the total leave shall not exceed sixteen (16) months. A further extended leave may be granted at the discretion of the Board. The employee shall give the Board notice of intended return date at the time of request for leave. The consideration for the granting of the extended leave is the agreement of the employee to give the notices and abide by the return dates set forth in this paragraph. The requirement that the date of return shall be the first day of the semester shall not apply if the requested leave does not extend beyond the end of a semester. During the time that an employee is on unpaid child-rearing leave, the employee shall be entitled to remain eligible for participation in all District fringe benefit programs, provided they shall be at the sole expense of the employee, and provided the employee shall not be eligible for paid leave.

#### Other Leaves of Absence

12.7 Other personal leave for urgent and compelling reasons, paid or unpaid, may be granted on a case by case basis at the sole discretion of the Board, upon recommendation of the Principal. Requests to the Board under this provision shall be submitted in writing to the Principal with a copy to the Human Resources Department.

## Religious Obligations

- 12.8 The District will accommodate sincerely held religious beliefs and practices, "religious obligations," as required by state and federal law. Teachers and Support Staff shall be granted unpaid leave up to one (1) day for an approved accommodation of a work-restricted religious obligation in accordance with state and federal law. Teachers and Support Staff can elect to use paid personal business days for an approved religious obligation. If all paid personal business days have been exhausted (or if a teacher elects not to use paid personal business days), then the time used for observance of a religious obligation shall be unpaid.

## Sabbatical Leave

- 12.9 Eligibility for Full-time teachers only. A sabbatical leave is granted at the discretion of the Board and is designed to encourage the improvement of instruction, supervision and administration in the District. A full-time teacher may apply for a sabbatical leave during or after the seventh (7<sup>th</sup>) year of continuous service in the District. Under exceptional circumstances, the Board may waive the seven year requirement.

A teacher must present a detailed sabbatical leave proposal for approval by the Board upon recommendation of the Superintendent of Schools. This proposal must be submitted to the Superintendent prior to January 1<sup>st</sup> of the school year preceding the sabbatical leave.

Applicants will be notified of the decisions prior to May 1<sup>st</sup>.

If a sabbatical is otherwise approvable, the Board will present the cost as part of the regular budget for which the Board will use good faith to secure funding; provided, in the event of economic hardship, the Board, by separate vote, may deny the sabbatical for the current year.

Sabbatical leaves will be available only for full year study or research programs which offer potential benefit both to the individual teacher and the school system.

Travel will not be approved except when necessary and incidental to a study program.

Only one teacher will be granted a leave during a year. In the event more than one teacher applies, preference will be given to the teacher who, as a result of his/her sabbatical, becomes certified in a critical shortage area.

The teacher will receive one-half (.5) his/her annual salary for the year he/she is on sabbatical. During the sabbatical, the teacher will receive credit on the salary schedule for the sabbatical. The teacher will receive such other medical and life insurance benefits as are offered to all teachers in active service, if such plans permit, while on sabbatical leave.

While on sabbatical leave, the teacher will be ineligible to accumulate or draw upon sick leave. The teacher is expected to return to the Marlborough School District for a minimum of two (2) years following the fellowship year. If he/she terminates his/her employment before the end of the two (2) year period, he/she must repay the full amount of the sabbatical leave grant upon termination except in case of hardship in

which case the teacher must repay within a five (5) year period the amount of the fellowship grant through signing a promissory note indicating the amount, method, and schedule of payment at the time leave is taken.

## ARTICLE XIII

### COURSE REIMBURSEMENT

- 13.1 Full-time teachers will be entitled to reimbursement upon enrollment in courses and/or workshops in accordance with the professional development policy of the Marlborough School District. Reimbursement for college courses will require a B or better grade or a "Pass" when the course is not graded.

Reimbursement will not exceed the amount charged for one four (4) credit course at Keene State College (in state tuition rate).

During the term of this agreement the above amounts will be reflected in a pool of money not to exceed \$8,000 each school year.

Funds are available on a first come, first-serve basis. Any funds not used by May first (1st) will become available for additional reimbursement to any teacher, subject to the requirements above. Final transcripts must be received by June fifteenth (15th).

In the event that an employee who has received advance payment pursuant to this section fails to complete the course or fails to obtain a passing grade, all funds advanced to the employee shall be repaid to the District. In the event the person leaves the District, the Board is authorized to deduct any balance due to the District from the final paycheck of the employee.

- 13.2 The Board agrees to establish a course reimbursement fund for support staff in the amount of \$2800, upon the following conditions:
- a. Any proposed use of the program has to be pre-approved by the administration. The program has to relate to the person's job responsibilities.
  - b. Course reimbursement is for tuition and workshop costs only.
  - c. Funds will be allocated on a first-come, first-serve basis, provided that no employee will be entitled to more than \$800 per school year.

**ARTICLE XIV**

**RETIREMENT**

14.1 Full-time teachers and support staff who have worked in the District for at least twenty (20) years and who has attained the age of fifty-five (55) shall be eligible to receive, in addition to his/her annual salary, an additional payment as set forth below. Written notification of intent to retire shall be made to the District. The written notification shall be made by December first (1<sup>st</sup>) in order to start implementation for the following school year. (Written notification shall take place up to eighteen (18) months prior to the anticipated retirement date. Thus a teacher wishing to retire effective July 1, 2014 would provide written notice to the District on December 1, 2012 and receive annual payments according to the schedule below in 2013-14.) Payment will be divided among regularly scheduled payroll in the final year. In the event the teacher decides not to retire, written notice must be made to the District and must be accompanied by a refund to the District of any additional payments received.

Teachers:

20-29 Years of service to the District	=	\$ 9,000
30+ Years of service to the District	=	\$11,500

Support Staff (Full-time and Regular):

20+ Years of service to the District	=	\$ 2,700
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## **ARTICLE XV**

### **INSURANCE**

Health Insurance (full-time teachers and full-time and regular support staff)

- 15.1 The Board agrees to pay the cost to provide health insurance from any carrier it determines. The Board agrees to offer at least three plan options including the AB20 (or its equivalent) and at least two additional options. The Board may offer more than 3 plan choices. The Board will contribute a sum towards full-time teachers' and full-time and regular support staff's health insurance coverage. The contribution rates listed below shall be applied to the plan chosen. If the plan chosen is more costly than the AB20, contributions will be capped at the AB20 contribution costs:

80% of plan chosen 2020-2024

In 2020-2024 the Board will pay 26% of the single premium cost of the HMO-1 plan for part-time eligible teachers who work 50%-79% and part-time support staff employees who work 1080-1199 annual hours per year. In 2020-2024 the Board will pay 26% of the single premium cost of the plan chosen for part-time teachers who work 50%-79% and support employees who work 1080-1199 annual hours per year. These employees shall be able to purchase additional coverage for two person and family at their own expense. Eligible employees shall be able to contribute premiums on a pre-tax basis through the District's Section 125 Plan in accordance with applicable IRS rules.

Full-time employees electing not to join one of the health plans for the entire membership year, and securing substitute group health insurance coverage of comparable quality through sources other than the District, and supplies the District with proof of the aforementioned coverage shall be eligible to receive a four thousand five hundred (\$4,500) dollar payment upon the close of the applicable school year. The amount shall not be prorated and no consideration for partial years will be given. This payment will be offset by any penalty imposed upon the District as the result of the employee's participation in an alternative healthcare plan.

Health insurance offered by the District seeks to comply with the Patient Protection and Affordable Care Act of 2010, Pub. L. 111-148 (the "ACA"), as it may be amended, to the extent it is applicable, so as to avoid the imposition of any penalty, fine, or tax other material adverse financial impact to the District. Accordingly:

The District may increase the amount of its health insurance contribution on a per employee basis by such amount necessary to comply with the affordability requirements set forth in §1401 the ACA, and any applicable rules promulgated pursuant to that Section, as they may be amended.

The District and Association seek to avoid the imposition of an excise tax on high cost employer-sponsored health coverage under 26 U.S. C. § 4980 (the "Cadillac Tax"). If the board determines that a plan offered will result in the imposition of such tax, it shall notify the Association and the parties shall reopen negotiations for the sole purpose of identifying a substitute plan. The substitute plan will seek to maintain the benefits of the original plan, but both parties recognize that the plan may be diminished for the purpose to avoid the tax. If the parties are unable to agree on a

substitute, the Association and the District shall share the costs of the excise penalty equally.

- 15.2 Full-time teachers and full-time and regular support staff may select single, two (2) person, or family coverage.
- 15.3 An employee must enroll as a member of one of the selections above in order to be eligible for benefits set forth herein.
- 15.4 The difference between the Board's maximum contribution set forth above and the actual cost to provide the coverage selected by an employee will be payroll deducted from the appropriate payroll periods by the Board.

The parties agree that, effective July 1, 1991, payroll deductions for health and dental insurance will be taken on a pre-tax basis in accordance with Internal Revenue Service guidelines.

The parties agree that any deductions made by the District from the compensation of the employee which result from District error and which exceed the amount actually authorized for deduction by the employee shall be refunded to the employee.

- 15.5 Flexible Spending Account: The Board agrees to establish a Section 125 Medical Spending Account, with a \$200 minimum and a \$2,500 maximum and Dependent Care Spending Account with a \$200 minimum and a \$5,000 maximum at District expense for all full-time teachers and full-time and regular support staff employees.

#### Term Life Insurance

- 15.6 Teacher Life Insurance: The Board agrees to provide term life insurance coverage for each full-time teacher during each year of the contract as specified below.

\$50,000

- 15.7 Support Staff Life Insurance: The Board agrees to provide term life insurance coverage for each full-time and regular support staff during each year of the contracts specified below:

\$35,000

#### Dental Insurance

- 15.8 The Board agrees to contribute up to 100% of the cost to provide single coverage or the maximum amount specified below, whichever is greater, toward the cost of Plan A/B/C, no deductible, \$1000 max of Northeast Delta Dental Insurance. Said amount may be applied to single, two (2) person, or family coverage. The Board's maximum contribution will be as follows:

Full-time teachers and Full-time and Regular Support Staff:

Effective July 1, 2020 \$800

Effective July 1, 2021 \$800



Effective July 1, 2022 \$800

Effective July 1, 2023 \$800

**DISABILITY INSURANCE (full-time teachers and support staff employees working 30 or more scheduled hours per week)**

15.9 Disability is defined as the condition resulting from the sickness or injury of an employee which prevents such employee from doing each of the material duties of his or her regular occupation. Disability benefits as defined hereunder shall commence on the tenth (10<sup>th</sup>) consecutive day following the beginning of the absence of the employee, or upon the exhaustion of all accumulated sick leave, whichever date is last. Provided, however, that an employee shall not be entitled to disability benefits for disability resulting from sickness or injury that was diagnosed and/or treated within three months before the commencement of an employee's employment with the district or which liability commences during the first twelve (12) months of "employment" with the district. Provided, further, that an employee will not be entitled to disability benefits if the sickness or injury resulting in disability is caused or substantially caused as a result of other employment.

Disability benefits shall terminate on the second (2<sup>nd</sup>) anniversary of the beginning of the absence unless, at that date, the employee is totally disabled. An employee is totally disabled if the employee is then unable to perform each of the material duties of any occupation for which he or she is reasonably suited by training, education, or experience. Disability benefits will also terminate at an employee's death if the disability is caused by a non-work connected accident. Otherwise, disability benefits will also terminate on the June thirtieth (30<sup>th</sup>) following or being the seventieth (70<sup>th</sup>) birthday of the employee.

Disability benefits shall be reduced by the full amount received by the disabled employee for the benefits paid to him or her under Worker's Compensation, Social Security, or the New Hampshire Retirement System.

An employee whose disability commences while he or she is on leave, including the normal school summer recess period, shall not be entitled to disability benefits until the expiration of such leave.

All entitlements to disability benefits which are the responsibility of a third party insurance carrier shall not be subject to the Grievance and Arbitration Procedure of this Agreement unless agreed to by the carrier. All determinations by the carrier shall be final and binding upon the employee, subject to the rights of the employee to appeal in any fashion the determination of the carrier.

A disabled employee receiving disability benefits hereunder acknowledges the District's right to be reimbursed by the insurance carrier for all amounts paid directly to the employee by the District and which are covered by the disability insurance policy maintained by the District.

Upon the request of the Administration, an employee claiming sick leave or disability benefits shall provide or cooperate to provide such evidence of sickness or disability as may be reasonably required by the District and/or its disability insurance carrier. Upon failure to so provide such evidence or failure to so cooperate, the employee's claim for sick leave or disability may be denied and all disability benefits paid by the District shall be returned by the employee.

Short Term Disability Payments (full-time teachers and support staff employees working 30 or more hours per week)

Disability benefits for the period of the tenth (10<sup>th</sup>) consecutive day to the 89th consecutive day following the beginning of the absence shall be 60% of the employee's gross annual base salary divided by twenty-six (26). Payment shall be made to the employee according to the usual payroll schedule of the District. The maximum disability benefit during this period shall be \$5,000.00 per month.

Long Term Disability Payments (full-time teachers and support staff employees working 30 or more hours per week)

Disability benefits for the ninetieth (90<sup>th</sup>) consecutive day following the beginning of the absence to the termination of entitlement to disability benefits shall also be 60% of the employee's gross annual base salary as determined at the commencement of the disability divided by twelve (12). Payment shall be made to the employee monthly during this period. The maximum benefit during this period shall be \$5,000.00 per month.

Provided, nevertheless, that the benefits granted to employees under this section dealing with long and short term disability shall be no less than those paid in any other district in SAU # 29.

**ARTICLE XVI**

**NOTICE UNDER AGREEMENT**

- 16.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the following:
- Marlborough School Board, Chairperson,  
c/o Superintendent of Schools  
Marlborough School District  
193 Maple Ave  
Keene, N.H. 03431
- 16.2 Whenever written notice to the Association is provided for in this Agreement, such notice shall be addressed to the following:
- Marlborough Education Association  
c/o (current president's name and address).
- 16.3 Either party, by written notice, may change the address at which future written notices shall be sent.

**ARTICLE XVII**

**FINAL RESOLUTION AND SEPARABILITY**

- 17.1 This contract represents the final resolution of all matters between the parties and shall not be changed or altered unless the change or alterations have been agreed to and evidenced in writing by the parties hereto and made part of this agreement.
- 17.2 If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid and enforceable except to the extent permitted by law but all other provisions shall continue in full force and effect. If a provision of this Agreement is unlawful, the parties shall meet and negotiate over the provision within thirty (30) calendar days of learning the provision is invalid.

**ARTICLE XVIII**

**DURATION OF AGREEMENT**

- 18.1 This contract shall continue in full force and effect until twelve o'clock midnight, June 30, 2024 and from year-to-year thereafter unless written notice of desire to terminate or modify this Agreement is given by either party to the other by registered or certified mail on or before September fifteenth (15th) of 2024.
- 18.2 This contract may be extended by written mutual agreement of the representatives of the Board and the Association.

**APPENDIX A**

<b>2020-2021</b>	<b>Bachelor</b>	<b>Bach. 30</b>	<b>Master</b>	<b>Master 30</b>
<b>Step</b>				
<b>0</b>	41,460	42,460	43,460	44,460
<b>1</b>	41,960	42,960	43,960	44,960
<b>2</b>	42,460	43,460	44,460	45,460
<b>3</b>	42,960	43,960	44,960	45,960
<b>4</b>	43,460	44,460	45,460	46,460
<b>5</b>	43,960	44,960	45,960	48,222
<b>6</b>	44,960	45,960	48,113	49,526
<b>7</b>	45,960	46,960	49,414	50,869
<b>8</b>	46,960	47,960	50,754	52,252
<b>9</b>	48,960	49,960	52,133	53,677
<b>10</b>	51,460	52,460	55,449	57,100
<b>11</b>	54,460	55,460	59,651	60,764
<b>12</b>	58,815	59,815	65,084	65,977
<b>13</b>	62,815	64,215	69,084	69,977
<b>14</b>	62,815	64,215	69,084	69,977
<b>15</b>	63,718	65,138	70,077	70,983
<b>16</b>	63,718	65,138	70,077	70,983
<b>17</b>	63,718	65,138	70,077	70,983
<b>18</b>	63,718	65,138	70,077	70,983
<b>19</b>	63,718	65,138	70,077	70,983
<b>20</b>	63,718	65,138	70,077	70,983
<b>21</b>	63,718	65,138	70,077	70,983
<b>22</b>	63,718	65,138	70,077	70,983
<b>23</b>	63,718	65,138	70,077	70,983

<b>2021-2022</b>	<b>Bachelor</b>	<b>Bach. 30</b>	<b>Master</b>	<b>Master 30</b>
<b>Step</b>				
<b>0</b>	41,460	42,460	43,460	44,460
<b>1</b>	42,563	43,578	44,592	45,606
<b>2</b>	43,070	44,085	45,099	46,113
<b>3</b>	43,578	44,592	45,606	46,621
<b>4</b>	44,085	45,099	46,113	47,128
<b>5</b>	44,592	45,606	46,621	48,915
<b>6</b>	45,606	46,621	48,805	50,238
<b>7</b>	46,621	47,635	50,124	51,600
<b>8</b>	47,635	48,649	51,484	53,003
<b>9</b>	48,960	49,960	52,133	53,677
<b>10</b>	51,460	52,460	55,449	57,100
<b>11</b>	54,460	55,460	59,651	60,764
<b>12</b>	58,815	59,815	65,084	65,977
<b>13</b>	62,815	64,215	69,084	69,977
<b>14</b>	63,718	65,138	70,077	70,983
<b>15</b>	64,634	66,074	71,084	72,003
<b>16</b>	64,634	66,074	71,084	72,003
<b>17</b>	64,634	66,074	71,084	72,003
<b>18</b>	64,634	66,074	71,084	72,003
<b>19</b>	64,634	66,074	71,084	72,003
<b>20</b>	64,634	66,074	71,084	72,003
<b>21</b>	64,634	66,074	71,084	72,003
<b>22</b>	64,634	66,074	71,084	72,003
<b>23</b>	64,634	66,074	71,084	72,003

<b>2022-2023</b>	<b>Bachelor</b>	<b>Bach. 30</b>	<b>Master</b>	<b>Master 30</b>
<b>Step</b>				
<b>0</b>	41,460	42,460	43,460	44,460
<b>1</b>	43,175	44,204	45,233	46,262
<b>2</b>	43,689	44,718	45,747	46,776
<b>3</b>	44,204	45,233	46,262	47,291
<b>4</b>	44,718	45,747	46,776	47,805
<b>5</b>	45,233	46,262	47,291	49,618
<b>6</b>	46,262	47,291	49,506	50,960
<b>7</b>	47,291	48,320	50,845	52,342
<b>8</b>	48,320	49,349	52,224	53,765
<b>9</b>	49,664	50,678	52,882	54,449
<b>10</b>	51,460	52,460	55,449	57,100
<b>11</b>	54,460	55,460	59,651	60,764
<b>12</b>	58,815	59,815	65,084	65,977
<b>13</b>	62,815	64,215	69,084	69,977
<b>14</b>	63,718	65,138	70,077	70,983
<b>15</b>	64,634	66,074	71,084	72,003
<b>16</b>	65,563	67,024	72,106	73,038
<b>17</b>	65,563	67,024	72,106	73,038
<b>18</b>	65,563	67,024	72,106	73,038
<b>19</b>	65,563	67,024	72,106	73,038
<b>20</b>	65,563	67,024	72,106	73,038
<b>21</b>	65,563	67,024	72,106	73,038
<b>22</b>	65,563	67,024	72,106	73,038
<b>23</b>	65,563	67,024	72,106	73,038

<b>2023-2024</b>	<b>Bachelor</b>	<b>Bach. 30</b>	<b>Master</b>	<b>Master 30</b>
<b>Step</b>				
<b>0</b>	41,460	42,460	43,460	44,460
<b>1</b>	43,796	44,839	45,883	46,927
<b>2</b>	44,318	45,361	46,405	47,449
<b>3</b>	44,839	45,883	46,927	47,971
<b>4</b>	45,361	46,405	47,449	48,493
<b>5</b>	45,883	46,927	47,971	50,332
<b>6</b>	46,927	47,971	50,218	51,693
<b>7</b>	47,971	49,014	51,576	53,094
<b>8</b>	49,014	50,058	52,974	54,538
<b>9</b>	50,378	51,407	53,643	55,231
<b>10</b>	51,460	52,460	55,449	57,100
<b>11</b>	54,460	55,460	59,651	60,764
<b>12</b>	58,815	59,815	65,084	65,977
<b>13</b>	62,815	64,215	69,084	69,977
<b>14</b>	63,718	65,138	70,077	70,983
<b>15</b>	64,634	66,074	71,084	72,003
<b>16</b>	65,563	67,024	72,106	73,038
<b>17</b>	66,505	67,988	73,143	74,088
<b>18</b>	66,505	67,988	73,143	74,088
<b>19</b>	66,505	67,988	73,143	74,088
<b>20</b>	66,505	67,988	73,143	74,088
<b>21</b>	66,505	67,988	73,143	74,088
<b>22</b>	66,505	67,988	73,143	74,088
<b>23</b>	66,505	67,988	73,143	74,088

**APPENDIX B**

<b>2020-2021</b>	<b>Instructional Support Staff</b>	<b>Non-Instructional Support Staff</b>
<b>Step</b>		
<b>HR</b>	15.76	14.99
<b>1</b>	15.94	15.14
<b>2</b>	16.04	15.29
<b>3</b>	16.15	15.44
<b>4</b>	16.40	15.60
<b>5</b>	17.04	15.75
<b>6</b>	17.04	15.91
<b>7</b>	17.04	16.58
<b>8</b>	17.04	16.58
<b>9</b>	17.04	16.58
<b>10</b>	17.04	16.58
<b>11</b>	17.04	16.58
<b>12</b>	17.28	16.89
<b>13</b>	17.28	17.06
<b>14</b>	17.43	17.23
<b>15</b>	17.58	17.40
<b>16</b>	17.59	17.58

Food Service Manager and Head Custodian shall receive a stipend of \$1.75 per hour



<b>2021-2022</b>	<b>Instructional Support Staff</b>	<b>Non-Instructional Support Staff</b>
<b>Step</b>		
<b>HR</b>	15.93	15.14
<b>1</b>	16.09	15.29
<b>2</b>	16.19	15.44
<b>3</b>	16.27	15.60
<b>4</b>	16.63	15.75
<b>5</b>	17.28	15.91
<b>6</b>	17.28	16.07
<b>7</b>	17.28	16.23
<b>8</b>	17.28	16.84
<b>9</b>	17.28	16.84
<b>10</b>	17.28	16.84
<b>11</b>	17.28	16.84
<b>12</b>	17.52	16.84
<b>13</b>	17.52	17.23
<b>14</b>	17.67	17.40
<b>15</b>	17.85	17.58
<b>16</b>	17.85	17.75

Food Service Manager and Head Custodian shall receive a stipend of \$1.75 per hour

<b>2022-2023</b>	<b>Instructional Support Staff</b>	<b>Non-Instructional Support Staff</b>
<b>Step</b>		
<b>HR</b>	16.14	15.29
<b>1</b>	16.31	15.44
<b>2</b>	16.41	15.60
<b>3</b>	16.49	15.75
<b>4</b>	16.85	15.91
<b>5</b>	17.53	16.07
<b>6</b>	17.53	16.23
<b>7</b>	17.53	16.39
<b>8</b>	17.53	16.56
<b>9</b>	17.53	17.10
<b>10</b>	17.53	17.10
<b>11</b>	17.53	17.10
<b>12</b>	17.76	17.10
<b>13</b>	17.76	17.10
<b>14</b>	17.91	17.58
<b>15</b>	18.11	17.75
<b>16</b>	18.11	17.93

Food Service Manager and Head Custodian shall receive a stipend of \$1.75 per hour

<b>2023-2024</b>	<b>Instructional Support Staff</b>	<b>Non-Instructional Support Staff</b>
<b>Step</b>		
<b>HR</b>	16.37	15.44
<b>1</b>	16.53	15.60
<b>2</b>	16.64	15.75
<b>3</b>	16.72	15.91
<b>4</b>	17.09	16.07
<b>5</b>	17.78	16.23
<b>6</b>	17.78	16.39
<b>7</b>	17.78	16.56
<b>8</b>	17.78	16.72
<b>9</b>	17.78	16.89
<b>10</b>	17.78	17.35
<b>11</b>	17.78	17.35
<b>12</b>	18.05	17.35
<b>13</b>	18.05	17.35
<b>14</b>	18.20	17.35
<b>15</b>	18.38	17.93
<b>16</b>	18.38	18.19

Food Service Manager and Head Custodian shall receive a stipend of \$1.75 per hour



**LEVEL B**

Date referred to Level B: \_\_\_\_\_

Answer Given by Superintendent of Schools or his/her Designee:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Position of Grievant:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LEVEL C**

Date referred to Advisory Arbitration: \_\_\_\_\_

Date of award: \_\_\_\_\_

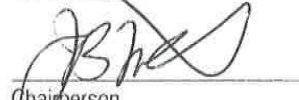
**LEVEL D**

School Board review and action: \_\_\_\_\_


\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In witness whereof the parties execute this agreement of this 12 day of May, 2020  
as the date and year first written above.

Marlborough School Board

  
Chairperson  
Marlborough School Board

Marlborough Education Association

  
President  
Marlborough Education Association

# Memorandum of Understanding

Between the  
**Marlborough School Board**  
and the  
**Marlborough Education Association**

Subject: Annual Bonus Structure

Effective Date: July 1, 2024

Expiration Date: June 30, 2028

Purpose: This MOU is being created to clearly document this agreement as it was not explicitly written in the CBA, and as an addendum to the 2025-2028 MEA Contract approved at the 2024 March District Meeting. Article IX, section 1 of this contract included changes to the salary step structure, which decreased certain steps on the scale. In order to not decrease the pay of any current employee, an annual "bonus" structure was created to ensure that no current employees' salary would decrease during the life of the contract.

Agreement:

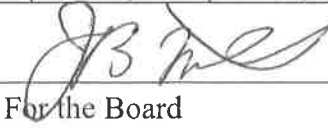
1. "Current Employees" are those that were employed at the time of the negotiated contract and exclusively applies to those listed below.
2. No additional employees are permitted for consideration.
3. This MOU does not apply to any employees who are not specifically named below in this document.
4. This agreement exclusively applies to the following employees with the amounts listed below.
5. This MOU will expire at the end of the four-year agreement (6/30/2028) when all employees will be paid in accordance with the existing Article IX.

## Annual Bonus

Name	Year 1 2024-25	Year 2 2025-26	Year 3 2026-27	Year 4 2027-28
CLAUSS	\$ 2,677	\$ 2,154	\$ 1,598	\$ 1,010
COTE	\$ 1,338	\$ 1,077	\$ 799	\$ 505
DURR	\$ 2,677	\$ 2,154	\$ 1,598	\$ 1,010
GOODRICH	\$ 2,677	\$ 2,154	\$ 1,598	\$ 1,010
GRAY	\$ 4,356	\$ 3,293	\$ 2,176	\$ 1,010
KENNEDY	\$ 2,141	\$ 1,723	\$ 1,278	\$ 808
NUTTING	\$ 4,250	\$ 3,250	\$ 2,172	\$ 1,010
TERRIEN	\$ 2,141	\$ 1,723	\$ 1,278	\$ 808
WILLBARGER	\$ 3,507	\$ 2,727	\$ 1,895	\$ 1,010

  
For the Association

  
Date

  
For the Board

  
Date