

AGREEMENT
BETWEEN THE
MILFORD SCHOOL BOARD
AND THE
MILFORD TEACHERS ASSOCIATION

JULY 1, 2013

TO

JUNE 30, 2014

**MILFORD SCHOOL DISTRICT
PROFESSIONAL AGREEMENT
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MILFORD SCHOOL DISTRICT PROFESSIONAL AGREEMENT

AGREEMENT, made XXX, 2013, by and between the School Board of the Milford School District, Milford, New Hampshire (hereinafter called the "Board") and the Milford Teachers' Association (hereinafter called the "Association").

ARTICLE I -- RECOGNITION

- A. The Board recognizes the Association as the representative of all permanent full-time and part-time teachers employed by the Milford School District for the purpose of negotiating with the Board with respect to salaries and fringe benefits and other terms of employment in accordance with RSA 273-A. The Board agrees to meet, confer, and negotiate with representatives of the Association concerning such matters in accordance with the provisions of RSA 273-A and the procedures outlined below.
- B. The Association agrees to represent equally teachers covered by this Agreement without regard to membership in the Association.
- C. This Agreement shall not prevent the Board from communicating or consulting with any individual teacher or group of teachers for any purpose the Board shall deem desirable in the discharge of its responsibilities, nor shall it preclude any teacher from appearing before the Board in his own behalf on matters relating to his employment by the Board.
- D. The term "teacher" as used in this Agreement shall mean all permanent teachers, certified librarians, registered nurses, guidance counselors, school psychologists, director of athletics, speech/language pathologists, reading teachers and occupational therapists employed by the Milford School District. Superintendents, assistant superintendents, principals, assistant principals, directors not included above, business administrators, curriculum coordinators or persons employed by the State Board of Education are excluded.
- E. The terms "he" or "his" in the Agreement are understood to apply to either gender.
- F. Unless otherwise noted, the term "teacher" shall apply to all members of the aforementioned bargaining unit.

ARTICLE II -- JURISDICTION & AUTHORITY OF THE SCHOOL BOARD

- A. The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations (a) to direct and manage all activities of the school district; (b) to direct the work of their employees; (c) to hire, promote, demote, transfer, assign, and retain employees in positions within the public agency; (d) to suspend or discharge employees for proper cause; (e) to maintain the efficiency of governmental operations; (f) to relieve employees from duties because of lack of work or for other legitimate reasons; (g) to take actions as may be necessary to carry out the mission of the agency in emergencies; and (h) to determine the methods, means, and personnel by which operations are to be carried on.

- B. The parties understand that the Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the Superintendent lawfully delegate the power or authority which, law, is vested in him; and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either.

ARTICLE III -- NEGOTIATION PROCEDURE

The parties agree that negotiations for any successor to this Agreement shall be conducted pursuant to RSA 273:A and that either party may request to start the negotiations process at any time after May 1 of the year prior to the last year of the existing Agreement. The parties shall make every effort to secure funds necessary to implement said Agreements. If such funds are not forthcoming, the Board and the Association shall resume negotiations in accordance with the provisions of this Agreement.

ARTICLE IV -- TEACHERS' SALARY SCHEDULE

- A. Salaries will be determined in accordance with appendix A attached to this agreement. Appendix A (the salary schedule for the 2013-2014 school year) reflects a 0% cost of living increase, on July 1, 2013, applied to the salary schedule for the 2012-2013 school year.
- B. Method and Time of Salary Payment -- The annual salary of a teacher on a one hundred eighty seven day contract shall be computed on the basis of twenty six (26) bi-weekly installments commencing no later than the second week of school and shall be payable in twenty one (21) bi-weekly payments and a final payment in June, equaling five (5) bi-weekly installments. A teacher, upon written request, may have the annual salary computed and paid on the basis of twenty-one (21) nearly equal payments. This election must be made in writing at least one week prior to the first day of work for the school year to which the election applies (e.g. prior to the first day on which the employee must report to school for the school year). The election, once made, is irrevocable for that school year. Late submissions cannot and will not be accepted in order to comply with IRS Code 409(A). In the event that a timely election is not made, payments to the employee will default to the regular bi-weekly pay period schedule for the applicable school year published by the school district/SAU by which the employee is employed. In the event of the voluntary separation from service, retirement, or death of an employee who has made such an election, all deferred amounts of compensation due will be paid to the employee at the end of the pay period in which the event occurs. In the event of an involuntary separation from service, all deferred amounts of compensation due will be paid to the employee in accordance with the laws of the State of New Hampshire. If a normally scheduled payday falls during a vacation, checks will be issued on the last school day prior to vacation.
- C. Teachers hired for less than ninety-five (95) days shall not receive credit for step advancement for the following school year.
- D. Any teacher required by the Administration to work contracted days beyond the regular 180 days, plus 7 days, specified in his individual contract, shall be paid at the rate of:
 - a. 13-14 year: \$26.00 per hour, except as provided in the paragraph below.

Any teacher in the following positions: certified librarians, registered nurses, guidance counselors, and director of athletics working in excess of one hundred eighty seven (187) days, will be paid on a per-diem basis.

- E. Any teacher required by the Administration to work extensive time after school hours devoted to special education cases, with the prior approval of the superintendent and director of special education, shall be paid at the rate of \$25.00 per hour.
- F. Effective September 1, 1998, Nurses shall receive 93% of the BA schedule.
- G. Stipends for job responsibilities and extra duties as defined in each position's job description will be determined by the following: Guidance Counselor -- \$750; Special Education Teacher -- \$1,000.
- H. Graduate credits received prior to a Masters degree which were not used as part of a Masters degree program may be applied for horizontal movement on the salary schedule beyond the Masters degree. To be applied, the graduate courses need to have been taken while employed by the Milford School District with advance approval from the Superintendent of Schools, as outlined in Article VIII B in this Collective Bargaining Agreement, whether the course qualifies for reimbursement or not. These credits will be counted as one-half credit for each graduate credit earned.
- I. A \$400 dollar payment (not an adjustment to base salary) will be made during each year of the contract to teachers who have been on the top step of the salary schedule for at least 1 year.

ARTICLE V -- EMPLOYEE BENEFITS

A. HEALTH INSURANCE

1. Any teacher employed by the Milford School District, in a position covered by this Agreement prior to the 2005-2006 school year, may choose from any available option under the SchoolCare Health Insurance Plan for either single, two-person, or family coverage. Regardless of the option chosen, the District's premium contribution will be equal to the following percentage of the applicable Point-of-Service (POS) option for those full-time teachers desiring coverage:

80% for 2013-2014

2. Any teacher beginning employment on or after July 1, 2005, may choose from any available option under the SchoolCare Health Insurance Plan for either single, two-person, or family coverage. Regardless of the option chosen, the District's premium contribution will be equal to eighty-five percent (85%) of the applicable HMO option for those full-time teachers desiring coverage.
3. Upon providing proof of alternative coverage from outside the District, the District will pay bargaining unit members electing no health insurance coverage through the District an annual payment of \$1,000, to be evenly distributed over the pay schedule then in place.

4. If both husband and wife are employed by the District, one hundred percent (100%) of the total premium cost will be paid for one member.
5. The District may change medical insurance carriers provided comparable coverage is offered and provided that the Board and the Executive Board of the Association agree to the change.

B. DENTAL INSURANCE

1. During the term of this Agreement, the School District will calculate its employer contribution in accordance with the yearly rates set by Delta Dental Plan Option 4a. The School District will contribute 100% of the total premium cost of a single membership, or 50% of the total premium cost of a two-person or family membership of Delta Dental Plan Option 4a.
2. Full-time teachers electing dental coverage will be covered under Delta Dental Plan Option 3b for the duration of this Agreement. Teachers will be responsible for the difference between the School District contribution and the total premium cost of Option 3b.
3. If 50% of the two-person or family rate is less than the 100% single person rate, then the District will pay an amount equal to the single person rate.
4. The District may change dental insurance carriers provided comparable coverage is offered and provided that the Board and the Executive Board of the Association agree to the change.

C. DURATION OF INSURANCE COVERAGE

During the term of this Agreement, the School District shall make payments of insurance premiums as outlined in Sections A, B, and C above to assure insurance coverage for a twelve (12) month period commencing September 1 and ending August 31 of each school year for all teachers who complete their contractual obligations for each such year.

D. TERMINATION OF BENEFITS

A teacher's benefits under this Article shall expire on the last day of the month in which he terminates his contractual obligation or is terminated during the school year.

E. LIFE INSURANCE

1. During the term of this Agreement, the School District will pay 100% of the premium cost of group term life insurance and Accidental Death & Dismemberment (AD&D) to an amount equal to the nearest \$1,000 of their annual salary for all full-time teachers.
2. During the term of this Agreement, the School District will make supplemental life insurance available to full-time teachers. Supplemental life insurance will be available for purchase in increments of one times (1X) salary rounded to the nearest \$1,000, to a maximum of five times (5X) salary or \$500,000, whichever is less, with a guaranteed issue of \$200,000 without evidence of insurability. Teachers will be responsible for 100% of the premiums.

F. LONG-TERM DISABILITY

During the term of this Agreement, the School District will pay 100% of the premium for a group Long-Term Disability plan for all full-time teachers.

G. FLEXIBLE BENEFITS

The School District will establish a Section 125 premium conversion account as well as medical/dental and dependent care employee reimbursement account. The employee contribution limit for the medical/dental account is set at two thousand dollars (\$2,000). The employee contribution limit for the dependent care account is set at the statutory limit of five thousand dollars (\$5,000). If the statutory limits are reduced below the amounts stated herein for these accounts, the limits will be the statutory limits.

H. RETIREMENT BENEFIT

A teacher, upon termination, who has fifteen (15) years teaching in Milford and is eligible for retirement, shall be compensated for all accumulated sick days. Such compensation shall be equal to 40% of the teacher's per diem pay for each day of said teacher's accumulated sick days to a maximum of one hundred ten (110) days and paid to the teacher within thirty (30) days of his last day of employment. Any teacher laid off from the Milford School District will receive \$200 per year of service to the Milford School District.

ARTICLE VI -- EARLY RETIREMENT

- A. Any full-time teacher who has taught a minimum of twenty (20) years, of which at least fifteen (15) have been within the Milford School District, is at the top of his salary track at the time of his statement of intent to retire early and has or will reach age 55 at the time of retirement (July 1) may submit a request for early retirement to the Board. This request for early retirement shall be dated and signed by the teacher submitting it, shall be submitted by December 1 of the year preceding the year in which the retirement shall commence, and shall specify the date selected by the teacher for retirement, which shall be at the end of a teaching year (June). The Board shall act upon the request by January 1st.
- B. If there are applicants, at least three (3) requests for early retirement per year shall be approved by the School Board. Those teachers with the greatest seniority within the District will be given first consideration.
- C. If approved, the District shall pay teachers taking early retirement 30% of the teacher's last salary annually for a five-year period. Medical coverage will be provided by the District pursuant to Article V-A for a single or two-person plan only for a maximum period of seven years. The approval of early retirement shall be treated as a voluntary termination, and the teacher shall have no right to continue teaching in the District after that date.
- D. Salary pay out will be consistent with existing procedures contained in Article IV-B.

- E. Any employee who is eligible for reimbursement from the State of New Hampshire Retirement System towards their health insurance costs shall timely apply for said reimbursement and assign it to the District. The amount received by the District shall reduce the gross cost of health care coverage for the employee and the parties shall share the balance of the costs in the same proration as the District contributes toward health care for regular employees. If an employee does not receive any reimbursement from the State of New Hampshire Retirement System, the parties shall share the cost of health care coverage in the same proration as the District contributes toward health care coverage for regular employees.

ARTICLE VII -- LEAVE OF ABSENCE

A. SICK LEAVE

1. Each full-time teacher will be entitled to twelve (12) days of sick leave each school year for personal or family illness. For purposes of this paragraph, sick leave may be taken to care for the teacher's ill mother, father, spouse, son or daughter. Unused sick leave days may accrue from year to year up to a maximum accumulation of one hundred ten (110) days.
2. The Board agrees to establish a sick leave bank for teachers covered by this Agreement in the event of a long-term illness. The sick leave bank shall be administered by a committee composed of four (4) members [three (3) members of the Association appointed by the President and one (1) member appointed by the Superintendent hereinafter called the Administrative Committee. Each member shall serve for one (1) year and until a successor shall be appointed. The Administrative Committee shall meet at least monthly. A majority of the members present shall constitute a quorum, and a majority vote of those present and voting shall decide all questions.

The Board agrees to establish a sick leave bank by contributing a day for each full-time teacher. The days in the bank shall not be carried over from one school year to the next.

A teacher shall become eligible to request extended benefits from the sick leave bank after an incapacitating illness or disability, excluding family illness, provided the teacher has exhausted all accrued sick leave.

Upon presentation of satisfactory medical evidence of disability or illness to the Administrative Committee and approval by said Committee, the Committee shall forward its recommendation to the Superintendent. Upon recommendation of the Superintendent and approval of the Board, a teacher may be granted up to forty-five (45) days in addition to the regular sick leave. During such additional sick leave, any and all benefits normally provided shall continue.

Guidelines for application to the sick leave bank shall be determined by the Administrative Committee and published by said Committee.

3. Upon utilization of all sick leave to which a teacher is entitled, additional sick leave with pay or without pay or other benefits may be granted upon recommendation by the Superintendent and approval by the Board.

For an employee who begins his work at any time other than at the beginning of his normal work year (either because of illness or late appointment), the sick leave entitlement shall be directly proportionate to the amount of time served in the District.

$$\text{Pro-rated Sick Leave} = \frac{\text{Number of Days Worked} \times 12}{\text{Number of Days in Contract}}$$

4. To be eligible for sick leave payments, an employee may be required to furnish satisfactory medical proof of illness or disability for himself or his immediate family.
5. A teacher with an accumulation of the maximum number of sick leave days (110), who also has eight (8) or more unused sick leave days during the school year, shall be paid a sum of \$300, payable before July 31 of each year. A day used to increase the number of accumulated days will be considered a used day.

B. BEREAVEMENT LEAVE

1. Up to three (3) days bereavement leave during the school year shall be granted with pay to any teacher who requests such leave for each occurrence of a death in his or her spouse's immediate family. "Immediate Family" shall mean husband, wife, son, daughter, father, mother, brother, sister, grandparent, or grandchild of the employee, or any person living in the household of the employee.
2. Up to one (1) day bereavement leave may be granted with advance approval by the Superintendent for the purpose of attending the funeral or memorial service of a relative other than a member of the employee's immediate family.
3. Up to one (1) day bereavement leave shall also be granted to attend the funeral of a colleague, student or close relative of a colleague or student when the teacher is designated by the superintendent as a school representative. Unused bereavement leave may not be carried over to the succeeding school years.

C. PERSONAL LEAVE

1. Each teacher shall be eligible for three (3) days non-cumulative leave of absence with full pay for any of the following matters which require absence during the school day; i.e. leave of absence for personal or legal business, household or family matters which cannot be accomplished outside the normal school day. Personal leave is to be used only for sound pressing reasons. Each teacher shall certify that the personal leave taken will be used in accordance with the terms of the collective bargaining agreement. Any request shall state the general reasons for the leave. Personal leave shall not be used to extend a holiday or vacation. Unused personal leave shall be paid to the teacher by July 31 of each year at the rate of substitute teacher compensation.

2. It is understood that the personal leave provision shall not extend to after school hour activities which lead to financial gains and/or to Association business.
3. Except in the case of an emergency, the teacher shall make application in writing for such leave at least twenty-four (24) hours in advance. In emergencies, the teacher shall notify the Principal as soon as possible. Application for such leave shall be made to the Superintendent via the Principal.
4. As an exception to Paragraph C.2 above, a total of up to ten (10) individual teacher days with pay will be granted to the Association to be allocated by the Executive Board to members of the Association who have been elected or appointed or approved as representatives to attend NEA or NEA of N. H. functions directly related to advancing the education of children of the District. In each such instance, the Executive Board will notify the Superintendent not less than twenty-four (24) hours before the leave is to commence, the name(s) of the representative(s), the dates they will be absent and the activity at which they will represent the Association.
5. Up to seven (7) full days release time, with pay, shall be granted to the President of the Milford Teachers' Association during a school year, upon twenty-four (24) hours' notice to the Superintendent of Schools, to conduct Association business within the Milford School District.

D. ABSENCE

1. For all absences other than those specifically authorized by the Superintendent or for which provision is made in Sections A, B, C, or D above, a deduction will be made for each day of absence according to the following formula:

$$\text{Deduction} = \frac{\text{Salary}}{\text{Number of Contract Days}}$$

2. Unpaid absences may be taken only for the most pressing personal emergency when all personal leave has been exhausted. Unpaid absences shall not be used to plan extensions to vacations or holidays. If possible, a written explanation of the reason for the unpaid absence along with any supporting documentation shall be submitted to the Superintendent in advance; otherwise a written explanation shall be submitted to the Superintendent as soon as possible thereafter.
3. Under no circumstances should any teacher be absent from school without the advanced knowledge of the building principal's office.

E. EXTENDED LEAVE OF ABSENCE

1. The Board will consider requests for leaves of absence, without pay or benefits, submitted by teachers who have completed three (3) years of service in the Milford School District.

2. Any teacher with at least three (3) year's service in the Milford School District who has a child or adopts a child (under two (2) years of age) may be granted a leave of absence for up to two (2) years without pay or benefits. Such leave shall commence upon receiving de facto custody of said infant, or earlier, if necessary to fulfill the requirements of the adoption.

Return from leave of absence shall coincide with the expiration date indicated on the teachers leave request as approved by the Board, providing the teacher shall present a physician's certificate of physical fitness to return to normal teaching duties.

3. Military Leave of Absence without pay or benefits shall be granted to any teacher who is drafted or enlists in any branch of the Armed Services of the United States for the period of his induction or initial enlistment.
4. A leave of absence of up to two (2) years (Per NEA-NH by-law article IV, section 3-B) without pay or benefits shall be granted to a teacher with three (3) or more years of service in the District to serve as an elected NEA of N.H. officer or elected NEA officer.
5. All benefits to which a teacher was entitled at the time his leave of absence commenced, and which are currently in effect for teachers, including unused accumulated sick leave, shall be restored to him upon his return; and he shall be assigned within the scope of his certification. Failure to return from leave of absence at its expiration will be considered as a resignation unless such leave has been extended by the Board.
6. Other requests for leave of absence may be granted at the discretion of the Board.
7. Extensions, renewals, or modifications of leaves may be granted upon the teacher's written request to the Superintendent, the Superintendent's recommendation to the Board, and subsequent Board approval. Said leave, if granted, shall be in writing.

F. FAMILY MEDICAL LEAVE ACT

1. Subject to the definitions and requirements provided in the School District's Family and Medical Leave Act (FMLA) Policy dated August 15, 1994, an eligible employee may request and will be granted up to twelve (12) work weeks of unpaid family or medical leave during any twelve (12) month period for those events covered by the FMLA.
2. The employee must request leave by contacting the Superintendent's Office thirty (30) days in advance when the leave is foreseeable. If the leave was not foreseeable, the employee must provide as much notice as practicable. When permitted by law, the employee shall substitute paid leave under School District policy for unpaid FMLA leave.
3. The employee may elect to continue health, dental and life insurance during the period of such leave and, with some exceptions, is entitled to return to the same or equivalent position upon completion of the leave.

4. Nothing contained herein shall be interpreted to deny any employee rights under the Family Medical Leave Act or this Collective Bargaining Agreement.

ARTICLE VIII -- PROFESSIONAL DEVELOPMENT

- A. The District shall reimburse individuals who have completed one (1) year of service in the Milford School District up to $\frac{2}{3}$ (two-thirds) of the current UNH (University of New Hampshire) rate per credit to a maximum of sixteen (16) credits during the contract year.
- B. In order to be eligible for reimbursement, the following conditions must be met: (1) the course(s) taken is for graduate credit or is not offered for graduate credit in the teacher's field of certification; (2) the course(s) is directly applicable to the teaching assignment as determined by the Superintendent; (3) a grade of "B" or better for the course; (4) prior approval of the course(s) by the Superintendent; (5) receipt indicating the tuition charges paid by the teacher. The Superintendent shall, in the first instance, exercise judgement under the provision of this section and said judgement shall be subject to the grievance procedure.
- C. Reimbursement will be made upon successful completion of the approved course.
- D. The District will continue its current practice of providing substitutes and professional days for preapproved workshops and conferences that directly relate to a teacher's job responsibilities. Reimbursement for conferences and workshops will be for tuition, registration and travel costs only.
- E. The District shall annually reimburse bargaining unit members \$100.00 each for workshops and seminars, subject to the recommendation of the principal/director and approval of the superintendent. Teachers who have exceeded the \$100.00 professional development allotment may apply to the District no later than the 3rd Friday in May for additional reimbursement. The amount that each teacher shall be given will be either (1) the amount that he applied for (if there are sufficient funds available to satisfy the request), or (2) a percentage of what he applied for. The percentage will be obtained by dividing the excess funds by the total of all requests. In no case shall such payment from unused funds for any teacher exceed \$200.00 per year.

ARTICLE IX -- GRIEVANCE PROCEDURE

Definition:

A "grievance" shall mean a complaint by a member of the bargaining unit of the public school system or the Association President that there has been to the grievant(s) a violation, misinterpretation or inequitable application of any of the provisions of this Agreement governing said employees, except a grievance shall not be:

- a. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or
- b. A complaint of a probationary teacher which arises by reason of his not being re-employed.

A grievance to be considered under this procedure must be initiated in writing on the form as contained in Appendix E by the employee within thirty (30) calendar days of its occurrence, or within thirty (30) calendar days of when the employee should have known of its occurrence.

Procedure:

- Step 1 - Any member of the bargaining unit who has a grievance shall discuss it first with his Principal in an attempt to resolve the matter informally at that level. The Principal shall communicate his decision to the grievant within five (5) school days in writing.
- Step 2 - The grievant may appeal the decision of the Principal to the Superintendent within five (5) school days after receipt of the decision at Step 1. The appeal to the Superintendent must be made in writing specifying: (a) the nature of the grievance; (b) the nature and extent of the injury or loss; (c) the results of previous discussions of the grievance; (d) his dissatisfaction with decisions previously rendered.

The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days from the receipt of the appeal. The Superintendent shall communicate his decision in writing to the grievant, to the Association, and to the Principal involved at the previous step of the grievance procedure.

- Step 3 - If the Superintendent's decision does not resolve the grievance to the Grievant's satisfaction, the Grievant may request a review by the Board. Such request must be made within five (5) school days after receipt of the Superintendent's decision and shall be submitted, in writing, through the Superintendent, who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and, at its option, may hold a hearing with the employee grievant. Within twenty (20) calendar days of the receipt of the appeal, or, if a hearing is granted, within twenty (20) calendar days of the date of the hearing, the Board shall render a decision, in writing, and forward copies of the decision to the grievant and to the Association.
- Step 4 - If the decision of the School Board does not resolve the grievance to the satisfaction of the employee grievant and he wishes a review by an arbitrator, and if the Association determines that the matter should be reviewed further, it shall so advise the Superintendent within twenty (20) school days of receipt of the School Board's decision.

The following procedure shall be used to secure the services of an arbitrator:

- a. The parties shall have 10 calendar days to mutually agree upon an arbitrator.
- b. If the parties are unable to select a mutually satisfactory arbitrator, the Association shall request the American Arbitration Association to submit a roster of persons qualified to serve.

- c. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request the American Arbitration Association to submit a second roster of names.
- d. If the parties are unable to determine a mutually satisfactory arbitrator from the second submitted list within ten (10) school days following its submission, either party may request the American Arbitration Association to designate an arbitrator.
- e. The arbitrator shall limit himself to the issues submitted and shall consider nothing else. The arbitrator should be bound by and must comply with all of the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement. The recommendation of the arbitrator shall be forwarded to the Association and Board.
- f. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

Step 5 - The School Board and the Association shall have up to 14 days to review the arbitrator's recommendation to resolve the grievance to the parties' mutual satisfaction. If the parties are unable to mutually agree during the 14 days, then the recommendation of the arbitrator becomes binding. Either party may appeal the arbitration recommendation in accordance with RSA 542.

General:

It is understood that any employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

ARTICLE X -- PEACEFUL RESOLUTION OF DIFFERENCES

In consideration of this Agreement and its terms and conditions, the Association, its officers, representatives and members shall not, during the term of this Agreement, engage in or condone any strike, slow down, work stoppage or other concerted refusal to perform any assignment on the part of any employee(s) represented hereunder, nor shall the Association or its members take part in or condone "sanctions" against the School Board or the School District.

ARTICLE XI-- RIGHTS OF THE PARTIES

A. Association Rights

1. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings with advance approval of the Superintendent/designee.
2. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property during lunch periods and after school hours with advance approval of the Principal.
3. The Association shall have the right to use school facilities and equipment; including computers, printers, other duplicating equipment, calculating machines, and audio-visual equipment at reasonable times when such equipment is otherwise not in use, provided the Milford School District is reimbursed for consumable supplies used and with the prior approval of the Principal.
4. The Association shall have the exclusive right to post notices of activities and matters of Association concern on designated bulletin boards. The Association may use employee mailboxes for communication to Association members.

B. Individual Rights

1. There shall be no reprisals taken against any teacher by reason of his membership in the Association or participation in its lawful activities, nor shall reprisals be taken against a teacher as a result of his processing of a grievance. Nor shall the Association or its members engage in reprisals against the Board or the Administration.
2. The Board shall, upon request, make available to the Association, Board information which is in the public domain.
3. No continuing contract member shall be disciplined -- including written warnings, reprimands, suspensions, reductions in rank or professional advantage, discharges, non-renewal or other actions of a disciplinary nature -- without cause. The specific grounds forming the basis for disciplinary action will be made available to the Association member in writing.
4. The Board will not discriminate against members of the bargaining unit on the basis of any classes protected under State or Federal law.
5. No derogatory material will be placed in his/her personal file until the member is notified. An Association member may submit a written notation regarding any material in their file, including complaints, and the same shall be attached to the file copy of the material in question. When an Association member is requested to sign material placed in their file, such signature shall be understood to indicate his/her awareness of the material, but shall not be interpreted to mean agreement with the content of the material.

6. An Association member engaged during the school day in mediation or fact finding on behalf of the Association with any representative of the Board, or participating in his/her grievance, including arbitration, shall be released from regular duties without loss of salary.

ARTICLE XII -- TEACHER EVALUATIONS

- A. Each Association member, upon employment or at the beginning of the school year, whichever is later, shall be apprised of his/her job description. Association members will be informed of the procedure to be used in evaluations.
- B. It is recognized by the parties that evaluation of teacher performance is the responsibility of the school administration.
- C. As in the past, observation of the work performance of a teacher will be conducted openly. Formal observation sessions shall be with full knowledge of the teacher. All other observations of the teachers work performance, which are to be made part of his file, will be made known to the teacher.
- D. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators within five (5) school days after the observation. The teacher shall acknowledge that he has read such evaluation by affixing his signature on the actual copy to be filed, with the understanding that such a signature merely signifies that he has read the material to be filed. Such signature does not necessarily indicate agreement with the content nor shall the refusal to sign prevent such material from being placed into and remaining in the file. The teacher shall return to the evaluator the actual signed copy to be filed within three (3) school days after receiving it.
- E. After any written evaluation, a conference will be held upon request of either party to the evaluation to discuss the report with the teacher involved within four (4) school days following the receipt of the report.
- F. Each teacher shall be entitled to knowledge of and access to his file of teacher evaluations upon twenty-four (24) hours' notice. The teacher shall have the right to answer any non-confidential material filed in his evaluation file, and his answer shall be reviewed by the Superintendent, and the answer shall be attached to the file copy.
- G. No material derogatory to a teacher's employment shall be placed in a teachers personnel file unless that teacher has had the opportunity to review such material. Review of such material by the teacher shall be indicated by having that teacher sign any such copies to be filed. No anonymous complaint will be placed in the teachers file.
- H. If a staff member has failed to adequately address identified deficiencies in job performance, the staff member may be placed on a Teacher in Need of Assistance Plan that shall be reviewed at the beginning of each semester. Any steps that would normally be awarded during the term of the plan may be withheld pending the satisfactory completion of the plan. Any step or steps so withheld shall be reinstated upon satisfactory completion of the plan.

- I. Any complaints against an Association member or person for whom the Association member is administratively responsible by any parent, student or other person will be promptly called to the attention of the Association member. Complaints shall not be incorporated into the Association members evaluation or personnel file unless the Association member has been informed of the complaint.
- J. A Committee of eight (8) members will be formed to address the evaluation process. The Committee will be made up of four (4) Association members, two (2) Administrators and two (2) Board members or their designees. The charge of this Committee will be to assess the evaluation process and to address any concerns raised by members of the Bargaining Unit regarding the instrument and use of evaluations.

ARTICLE XIII -- WORKING CONDITIONS

- A. **Planning Time**
Each member of the bargaining unit shall have a minimum of two hundred (200) minutes of unencumbered planning time per week, such planning time to occur during the student school day.
- B. **Duty-Free Lunch**
All bargaining unit members shall have a minimum of twenty (20) minutes duty-free lunch time daily.

ARTICLE XIV -- TEACHER HANDBOOK

- A. The Board shall prepare and distribute to all teachers a handbook summarizing pertinent student regulations, teacher regulations, School Board regulations, and those State Laws pertaining to schools and education which shall be updated annually as revisions are made. The Executive Board of the Association will have the right to review the contents of all handbooks prior to printing.
- B. Teachers shall adhere to the regulations and requirements set forth therein.
- C. The Board shall determine in its sole discretion the teacher handbooks after consultation with the Executive Board of the Association.

ARTICLE XV -- SCHOOL CALENDAR

Except as noted herein, the Board shall determine in its sole discretion the School Calendar after consultation with the Executive Board of the Association. Beginning in the 1998-99 school year, the calendar shall consist of one hundred and eighty seven (187) teacher work days. The 186th day shall be devoted to a day of pupil instruction or a day, half of which shall be devoted to teacher workshops and half of which shall be devoted to teacher planning initiated on a departmental or grade level basis. The use of the 187th day shall be decided by the parties.

ARTICLE XVI -- PAYROLL DEDUCTIONS

- A. The Board agrees to deduct from the salaries of its employees covered under this Agreement dues for the Milford Teachers' Association, the National Education Association of New Hampshire, and the National Education Association, as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Milford Teachers' Association.
 - 1. The President of the Association agrees to provide annually, by September 30, a list of those individuals who have authorized deductions and the amounts of these deductions.
 - 2. The Board will discontinue such deductions only if such notice of withdrawal is filed prior to September 30 of the year in which such deductions are to cease.
 - 3. The parties agree that once the dues have been deducted and paid over to the Association, all further responsibility on the part of the Board for said funds shall cease and the Association agrees that the Board and/or its officers shall have no further liability with regard to the same.
- B. The Board agrees to deduct from the salaries of its employees covered under this Agreement other monies to be used for Credit Union, Insurance, and Annuities.

ARTICLE XVII -- EDUCATIONAL NEEDS AND STAFFING

- A. It is recognized that the School Board is responsible for determining the relevant education needs of the School District and retains the right to reduce the number of teachers on its staff.
 - 1. The order in which reduction in force shall occur will be based upon seniority within areas of certification. For the purpose of this Article, the least senior staff person within that area of certification shall be laid off first. The parties agree that the individual laid off, if certified in another area, shall have the right to assume the position of a less senior person within the same area of certification limited to positions within the grade levels R through 5, or 6 through 8, or 9 through 12.
 - 2. Seniority is defined as the total years of service to the Milford School District by members in a bargaining unit position.
 - 3. All certification shall be determined as of the beginning of the contract year in which a notice of reduction is issued.
- B. If it is necessary to layoff any members of the teaching staff, the following procedure will be utilized:
 - 1. The Board shall prepare a seniority list which indicates the starting date of employment of all members of the bargaining unit. In the event of a tie in seniority between two or more employees, the following factors will be considered in the order stated:

- a. Date of election by the Board
 - b. Date of signing individual contract by the staff member
- 2. As soon as layoffs are being considered by the School Board, the President of the Association shall be notified, in writing, of the proposed layoffs.
- 3. Layoffs will be first accomplished by attrition: resignations, retirement, etc.
- 4. If further layoffs are necessary, then teachers shall be laid off based on the least senior teacher within the area of certification affected.
- C. Teachers shall be recalled in reverse order of layoff for any open position within the certification area in which the layoff occurred.
 - 1. Laid off teachers shall be eligible for recall for a fifteen-month period following their final date of employment.
 - 2. Teachers shall be responsible for notifying the Superintendent, in writing, of their current address. Recall notices shall be mailed overnight next day delivery to the current address on file.
 - 3. Teachers shall have ten (10) calendar days to respond to any recall notice. The day before the mailing of the recall notices the Superintendent will attempt to telephone those being notified of recall and the Association President or his representative. In addition a copy of the notification of recall will be sent to the Association President. The response shall be in writing, mailed certified return receipt requested. Failure to accept recall shall terminate the teacher's rights under this Article.
- D. No new employees shall be hired for any vacancy within a certification area while there are laid off personnel from those certification areas to fill those positions.

ARTICLE XVIII – TRANSFERS

- A. Transfers are defined as change in school level (for example: from MHS to MMS).
- B. When transfers are necessary, qualified volunteers will first be sought.
- C. If no qualified volunteers acceptable to the Superintendent are forthcoming, a qualified teacher may be involuntary transferred by the administration.
- D. In the case of an involuntary transfer, that teacher shall have the first right of refusal to return to his/her former or equivalent position should a vacancy occur in that area.
- E. No teacher shall be involuntarily transferred for disciplinary reasons.
- F. Any teacher involuntary transferred may resign his/her position in the district without prejudice.

ARTICLE XIX -- VACANCY NOTICE

The Superintendent will notify the Association President, in writing, of all administrative, teacher, and extra/co-curricular vacancies, as well as vacancies for curricular or instructional projects initiated by the administration for extra compensation reasonably expected to exceed \$750 in one contract year. The notice will include, if known, the title of the position, qualifications, salary, and deadline for application. The Superintendent's Office will be responsible for posting the notice on the Association bulletin board in each building.

ARTICLE XX – MISCELLANEOUS

- A. If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. It is understood that both parties have had an opportunity to make proposals during negotiations and that the Agreement reached as a result represents the total of all understandings between the parties for the contract term.
- C. A member of the Board and the Superintendent or his representative agree to meet with up to six (6) representatives of the Milford Teachers' Association (i.e. two (2) from the high school, one (1) from the middle school, and one (1) from each elementary school) twice a year during non-school hours to discuss any changes or additions to School Board Policy.
- D. A teacher who breaches his/her contract after August 1st will owe the District the sum of two hundred fifty dollars (\$250) and shall reimburse the District for any professional development expenses for which the District paid during the previous school year.

ARTICLE XXI -- DURATION AND RENEWAL

- A. This Agreement shall become effective as of July 1, 2013 and shall continue until June 30, 2014.
- B. Any extension shall be mutually agreed upon in writing by the parties, and unless such extension is agreed upon, this Contract shall expire on the date indicated therein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective President/Chairperson and Secretaries.

MILFORD TEACHERS' ASSOCIATION

MILFORD SCHOOL BOARD

BY: Marsha Feder
Marsha Feder, President

BY: Paul Dargie
Paul Dargie, Chairperson

NEGOTIATIONS COMMITTEE

DATE: 3/13/13

BY: Suzanne Schedin
Suzanne Schedin, Chief Negotiator

DATE: 3-25-13

**APPENDIX A
MILFORD SCHOOL DISTRICT
SALARY SCHEDULE
2013 – 2014**

| STEP | BA | BA+15 | BA+30 | MA | MA+15 | MA+30 |
|-------------|-----------|--------------|--------------|-----------|--------------|--------------|
| 0 | 39,917 | 40,955 | 41,978 | 43,658 | 44,705 | 45,733 |
| 1 | 41,233 | 42,307 | 43,363 | 45,098 | 46,182 | 47,242 |
| 2 | 42,595 | 43,703 | 44,794 | 46,587 | 47,705 | 48,802 |
| 3 | 44,000 | 45,143 | 46,273 | 48,123 | 49,279 | 50,411 |
| 4 | 45,454 | 46,634 | 47,799 | 49,711 | 50,907 | 52,076 |
| 5 | 46,952 | 48,173 | 49,377 | 51,352 | 52,585 | 53,795 |
| 6 | 48,502 | 49,763 | 51,007 | 53,047 | 54,320 | 55,569 |
| 7 | 50,102 | 51,405 | 52,690 | 54,798 | 56,113 | 57,403 |
| 8 | 51,756 | 53,101 | 54,428 | 56,606 | 57,965 | 59,297 |
| 9 | 53,464 | 54,854 | 56,226 | 58,474 | 59,878 | 61,254 |
| 10 | 55,228 | 56,663 | 58,079 | 60,403 | 61,854 | 63,275 |
| 11 | 57,050 | 58,533 | 59,997 | 62,396 | 63,894 | 65,363 |
| 12 | 58,933 | 60,465 | 61,977 | 64,456 | 66,003 | 67,521 |
| 13 | 60,877 | 62,461 | 64,023 | 66,583 | 68,180 | 69,748 |
| 14 | 62,887 | 64,522 | 66,134 | 68,780 | 70,431 | 72,052 |
| 15 | 66,772 | 68,459 | 70,126 | 72,859 | 74,564 | 76,237 |

School Nurses shall receive 93% of the BA Schedule

Stipends: Guidance Counselors = \$750, Special Education = \$1,000

The salary schedule reflects a 0% increase over the previous year.

APPENDIX B
GRIEVANCE RECORD
(For Use at Steps 2 and 3)

Grievance No.: _____ Step: _____

Name of Grievant: _____ Date Filed: _____

Building: _____ Assignment: _____

Date of Alleged Violation: _____

Article of Agreement Allegedly Violated: _____

Statement of the Grievance: _____

Nature and Extent of the Injury or Loss Involved _____

Results of Previous Discussions of the Grievance: _____

Grievant's Dissatisfaction with Decisions Previously Rendered: _____

Remedy Sought: _____

Signature of Grievant: _____ Date: _____

Disposition By: _____ Principal _____ Superintendent Date: _____

Signature of Principal / Superintendent: _____

Grievant Settled on the Basis of Principal's / Superintendent's Answer: _____

Signature of Grievant: _____ Date: _____