

**AGREEMENT**  
**BETWEEN THE**  
**MILFORD SCHOOL BOARD**  
**AND THE**  
**MILFORD TEACHERS ASSOCIATION**

**JULY 1, 2015**

**TO**

**JUNE 30, 2018**

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

AGREEMENT, made March 11, 2015, 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 2015-2016 school year) reflects a 2% cost of living increase, on July 1, 2015, applied to the salary schedule for the 2013-2014 school year. Salaries will be determined in accordance with appendix B attached to this agreement. Appendix B (the salary schedule for the 2016-2017 school year) reflects a 2% cost of living increase, on July 1, 2016, applied to the salary schedule for the 2015-2016 school year. Salaries will be determined in accordance with appendix C attached to this agreement. Appendix C (the salary schedule for the 2017-2018 school year) reflects a 2% cost of living increase, on July 1, 2017, applied to the salary schedule for the 2016-2017 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.
- 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. \$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. 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 VIIIB 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. Initial placement on the salary schedule shall be in accordance with a teacher's experience and certification. In unusual circumstances, no more than once per school year, candidates with experience above step 10 may be hired at a step no lower than step 7 upon mutual agreement with the candidate and the Superintendent, with notice of such hiring under this provision being promptly provided to the President of the MTA.

## **ARTICLE V -- EMPLOYEE BENEFITS**

### **A. HEALTH INSURANCE**

1. Any teacher employed by the Milford School District, in a position covered by this Agreement, may elect coverage on the SchoolCare Consumer Driven Health Plan (CDHP) for either single, two-person, or family coverage. Regardless of the level chosen, the District's premium contribution will be ninety-five percent of the CDHP for those full-time teachers desiring coverage:

2. Retirees who retired on or before June 30, 2015 will be able to maintain their current POS or HMO plans under SchoolCare, with the premium cost-share outlined in the contract under which the retiree retired, if applicable. Retirees who retired on or before June 30, 2015 may voluntarily elect to move to the CDHP plan, but will not be eligible to change back to the POS or HMO plan at a future date.

3. Upon providing proof of alternative employer-sponsored 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.
3. 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.
4. 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 3b. The School District will contribute 70% of the total premium cost of a single , two-person or family membership of Delta Dental Plan Option 3b.
2. 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. A newly hired employee, or an employee electing to increase his/her supplemental life insurance during an open enrollment period, may elect 1X salary in supplemental life insurance without evidence of insurability, provided that the total supplemental life insurance election for the employee does not exceed a \$200,000 guaranteed issue amount. Any supplemental life elections that would result in a total supplemental life insurance benefit in excess of \$200,000 or elections greater than 1X salary may be subject to the

evidence of insurability and underwriting processes. 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.

## 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<sup>st</sup> 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 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 3<sup>rd</sup> 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 D 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 10, 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 K 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, 2015 and shall continue until June 30, 2018.
- 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**

BY: *Suzanne Schedin*  
Suzanne Schedin, President

**MILFORD SCHOOL BOARD**

BY: *Paul Dargie*  
Paul Dargie, Chairperson

**NEGOTIATIONS COMMITTEE**

BY: *Paula Durand*  
Paula Durand, Chief Negotiator

DATE: *3/11/15*

DATE: *3-11-15*

**APPENDIX A  
MILFORD SCHOOL DISTRICT  
SALARY SCHEDULE  
2015 – 2016**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
0	40,715	41,774	42,818	44,531	45,599	46,648
1	42,058	43,153	44,230	46,000	47,106	48,187
2	43,447	44,577	45,690	47,519	48,659	49,778
3	44,880	46,046	47,199	49,086	50,265	51,420
4	46,363	47,567	48,755	50,706	51,925	53,117
5	47,891	49,136	50,365	52,379	53,636	54,870
6	49,472	50,758	52,027	54,108	55,407	56,681
7	51,104	52,433	53,744	55,894	57,235	58,551
8	52,791	54,163	55,517	57,738	59,125	60,483
9	54,533	55,951	57,350	59,644	61,075	62,479
10	56,333	57,797	59,241	61,611	63,091	64,541
11	58,191	59,703	61,197	63,644	65,172	66,670
12	60,112	61,674	63,216	65,745	67,324	68,871
13	62,095	63,710	65,303	67,915	69,544	71,143
14	64,145	65,813	67,457	70,156	71,840	73,493
15	68,108	69,828	71,529	74,316	76,055	77,762

School Nurses shall receive 93% of the BA Schedule

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

The salary schedule reflects a 2% increase over the previous year.

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.

**APPENDIX B  
MILFORD SCHOOL DISTRICT  
SALARY SCHEDULE  
2016 – 2017**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
0	41,530	42,610	43,674	45,421	46,511	47,581
1	42,899	44,016	45,115	46,920	48,048	49,151
2	44,316	45,468	46,604	48,469	49,632	50,774
3	45,777	46,967	48,143	50,068	51,270	52,448
4	47,290	48,518	49,730	51,720	52,963	54,180
5	48,849	50,119	51,372	53,427	54,709	55,968
6	50,461	51,774	53,067	55,190	56,515	57,814
7	52,126	53,482	54,819	57,012	58,380	59,722
8	53,847	55,247	56,627	58,893	60,307	61,692
9	55,624	57,070	58,497	60,837	62,297	63,729
10	57,460	58,953	60,426	62,844	64,353	65,832
11	59,355	60,897	62,421	64,917	66,476	68,004
12	61,314	62,908	64,480	67,060	68,670	70,248
13	63,336	64,984	66,609	69,273	70,935	72,566
14	65,428	67,129	68,806	71,559	73,276	74,963
15	69,470	71,225	72,959	75,802	77,576	79,317

School Nurses shall receive 93% of the BA Schedule

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

The salary schedule reflects a 2% increase over the previous year.

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.

**APPENDIX C  
MILFORD SCHOOL DISTRICT  
SALARY SCHEDULE  
2017 – 2018**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
0	42,360	43,462	44,548	46,330	47,442	48,532
1	43,757	44,897	46,017	47,859	49,009	50,134
2	45,202	46,378	47,536	49,439	50,625	51,789
3	46,693	47,906	49,105	51,069	52,295	53,497
4	48,236	49,489	50,725	52,754	54,023	55,263
5	49,826	51,121	52,399	54,495	55,803	57,087
6	51,470	52,809	54,129	56,294	57,645	58,971
7	53,169	54,552	55,916	58,153	59,548	60,916
8	54,924	56,351	57,760	60,071	61,513	62,926
9	56,736	58,211	59,667	62,053	63,543	65,003
10	58,609	60,132	61,634	64,100	65,640	67,148
11	60,542	62,115	63,669	66,216	67,805	69,364
12	62,541	64,166	65,770	68,401	70,043	71,653
13	64,603	66,284	67,941	70,659	72,353	74,017
14	66,736	68,472	70,182	72,990	74,742	76,462
15	70,859	72,649	74,418	77,318	79,128	80,904

School Nurses shall receive 93% of the BA Schedule

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

The salary schedule reflects a 2% increase over the previous year.

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.



**APPENDIX D**  
**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: \_\_\_\_\_