

WORKING AGREEMENT  
MILTON SCHOOL DISTRICT  
AND  
MILTON EDUCATION ASSOCIATION  
JULY 1, 2017 – JUNE 30, 2019

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## **ARTICLE I RECOGNITION**

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

- A. Teacher (s)
- B. Specialist (s) - (Special Education, Speech, Reading Specialist, Art, Technology, Librarians, Student Assistance Counselor, ELO Coordinator, Tech Ed, Family and Consumer Science, Guidance, Music and Physical Education)
- C. Nurse (s)

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

## **ARTICLE II DEFINITIONS**

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

**ARTICLE III  
ASSOCIATION AND TEACHERS' RIGHTS AND RESPONSIBILITIES**

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

**ARTICLE IV  
NEGOTIATIONS PROCEDURE**

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

**ARTICLE V  
EVALUATION PROCEDURE**

- A. Evaluation is an administrative function. All monitoring and observation of the performance of a teacher shall be conducted openly and with the full knowledge of the teacher, using the observation and evaluation tools approved by the District and the Association, and following the procedures outlined in the professional development plan. The evaluation tools to be used will be provided to each teacher prior to the beginning of the school year. A conference between teacher and evaluator shall occur within one week after a classroom observation or within a reasonable time. A written report of observation shall be signed by the teacher and evaluator: the teacher's signature shall indicate only that the report has been read by the teacher and shall not be interpreted to indicate approval. In the event that a teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to all copies of the evaluation report.
- B. A teacher who completes a year of service shall be moved up one step on the salary scale for the duration of this contract.
- C. Upon reasonable notice, employees shall have the right to examine their individual personnel file. No material that is adverse to an employee added after employment shall be placed in an employee's file unless the employee has had an opportunity to review the material. The employee may submit a statement regarding any material in the file and the employee's statement shall be added to the file.
- D. The employee may use the copy machine in the SAU building offices to copy contents and records as concerns the employee at no cost to the District. Teachers are responsible for their own performance and are expected to correct any professional deficiencies. Administrators are responsible to observe and evaluate the teacher and to provide guidance and assistance.
- E. Any complaint regarding a teacher made to any member of the administration by a parent, student or other person who may be used in any manner in evaluating a teacher will be encouraged to be made in writing, signed and dated by the complainant. Any such complaint shall be promptly investigated by the administration. If the complaint is proven unsubstantiated, the matter will be dropped. Unsubstantiated complaints shall not be placed in the employee's file. If further investigation is warranted, the teacher shall have the right to read and respond to the original, dated and signed complaint in order that s/he may rebut the complaint. The teacher shall also have the right to submit a written response to such a complaint. The Superintendent or designee shall review the response and meet with the teacher in a timely fashion.

**ARTICLE VI  
WORKING CONDITIONS**

- A. The teacher work year shall be no more than 185 days. The teachers work year shall not start before August 25 and provides for the Friday before Labor Day as a non school day.
- B. The Board shall establish the school calendar. The Association will be provided an opportunity to make recommendations to the Board prior to adoption. The calendar will be supplied to teachers on or before the last day of school.
- C. Teachers are required to be at school before and after the student school day for no more than 60 minutes. This time will be split between the morning and afternoon and not be assigned to just one time period. The school administration, in conjunction with the Milton Education Association, will determine the times based on the need of the building and these times will remain consistent throughout the school year. The Board retains the right to determine the starting and ending time based on State requirements. The total length of the school day in all District buildings shall be the same. It is understood by all the parties that teachers, as professionals, have duties, which cannot be performed within the workday as defined above. Teachers as professionals shall continue to devote time necessary to perform these duties. Teachers in

specific positions may need flexible schedules. The individual will be expected to work an equivalent number of hours as bargaining unit members. All flexible positions will be discussed with collective bargaining leadership.

- D. All teachers will receive at least a 20-minute duty free lunch on a daily basis
- E. Elementary Teacher duties will be assigned on an average no more than 60 minutes per week and not more than 30 minutes per day. Middle and High School teachers will be assigned on an average of two times per week, not more than one time per day and not for more than 25 minutes for lunch duty or 45 minutes for detention.
- F. Milton Elementary School teachers will have 1 prep period per day of at least 45 minutes in duration. Nute Middle and High School teachers will have an average of 45 minutes per day over each week. One prep period per week may be designated for common planning time per the request of administration.
- G. Professional staff members are required to participate in the School Administrative Unit professional growth plan.
- H. The School Board recognizes the need to involve teachers in the process of school improvement. Time will be dedicated during the normal workday, or during scheduled faculty meetings, to do this. The District will budget \$1,000 per year for each building to pay teacher stipends in amounts between \$10 and \$150 for building level or District wide committee work. The amount of the stipend to be paid will be recommended by the building principal to the Superintendent based on the extent of the work and the number of teachers working on the project. The District will not pay more money for stipends than the total annual money budgeted for this work. Refusal of a teacher to participate in an activity/committee outside of the established school day will bear no prejudice.
- I. Substitute teachers shall be provided for all teachers who are absent from school, including special area teachers, where possible.
  - a) Teachers may, but shall not be required to, arrange for their own substitutes. When all other resources are exhausted, teachers may be asked to substitute for absent teachers during their preparation time.
  - b) Teachers who are asked to substitute for another teacher during their prep period will be reimbursed for doing so at \$15.00 per 45 minute period.

## **ARTICLE VII PROFESSIONAL ASSIGNMENT AND VACANCIES**

- A. All teachers shall be given notice of their teaching schedules, class and/or subject assignment, building assignment, and extra-curricular activities for the forthcoming year no later than the close of school in June, or within a reasonable time possible in meeting the needs of the District. In the event that change in such schedules, class and/or subject assignment or building assignment should become necessary and are made during the summer months, the teachers involved shall be promptly notified where possible.
- B. Normally, teachers shall not be assigned outside the scope of their teaching certificate and outside their major or minor field of study, except in case of emergency.
- C. After the issuance of contracts for the following school year, or any time that vacancies may occur, the Superintendent shall post a list of such vacancies in each building.
- D. Any teacher who desires a change in grade level or subject matter shall contact the building principal in writing. Any teacher who desires a transfer to another building shall file a written statement to the building principal which shall be forwarded to the Superintendent of schools.

- E. Normally, no vacancies shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer in the same grade or subject specialty within the system available and willing to fill said position.
- F. Notice of involuntary transfer and/or reassignment shall be given to teacher as soon as practical and, except in cases of emergency, normally no later than the close of school in June. Involuntary transfer or reassignment will be made only in the case of emergency or to meet the need of the instructional program of the District in the event of a layoff. The Superintendent of schools shall notify the affected teacher of the reasons for such transfer and at the request of the teacher, a meeting will be held with the Superintendent and/or the School Board.
- G. Whenever positions involving greater responsibilities and higher salary differential become open, such vacancies shall be made to the Association and the teachers within the system may apply. A list of vacant positions shall be posted in each school building.

### **ARTICLE VIII REDUCTION IN FORCE**

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

- A. The Association shall be notified in writing by March 31<sup>st</sup> of that year, of the Board's intent to reduce staff. As of the April 15<sup>th</sup> notification date, teachers' certification, academic preparation, and HQT status will be status quo.
- B. For the purposes of this Article, classifications are defined as follows:
  - a. Grades K-5           Elementary
  - b. Grades 6-12       English, Math, Science, Social Studies
  - c. Specialists K-12   Guidance Counselors, Reading Specialists, Special Education, Physical Education,
  - d. Media/Library, Industrial Arts, Technical Education, Computer, Consumer Science, Business, Art, Music, etc.
- C. The School Board shall reduce staff in classifications designated by the Board. Staff reduction shall be determined by the Superintendent based upon the factors outlined in Article VIII D. with the exception that teachers who have less than two full years' experience in the District shall be released first. If the Superintendent determines that all factors outlined in Article VIII D. are equal seniority shall prevail. Seniority shall mean consecutive years of employment.
- D. In identifying which teachers to release, the Superintendent shall consider the following factors; certification, evaluation /recommendations, academic preparation, HQT, staff development requirements, and disciplinary action.
- E. Employees released shall be given first consideration for re-established positions for two (2) full school years and notified in writing of open positions. A previously employed teacher who returns to a teaching position shall resume employment by the school District at not less than the step occupied when the teaching position held was terminated.
- F. The District will not reduce staff because of additional courses and/or teachers provided by memberships or participation in institutions that provide online learning or video conferencing courses. The District will maintain its dedication to providing certified teachers in every classroom.

**ARTICLE IX  
EMPLOYEE DISCIPLINE**

- A. A teacher shall be entitled to representation at any meeting, interview or hearing in which discipline is being administered or could result in discipline. Teachers shall be informed of the purpose of the meeting and who will be in attendance. Teachers shall be given 24 hour notice when possible for such meetings, interviews or hearings
- B. No teacher shall be discharged, non-renewed, suspended, disciplined, reprimanded, reduced in rank or compensation, warned, or deprived of any professional advantage without just cause. Non-renewal of a probationary teacher shall be exempt from the just cause provision of this ARTICLE IX, B. All information forming the basis for disciplinary action will be made available to the teacher and the Association, at the teacher's request. The parties agree that discipline shall be progressive and corrective.

**ARTICLE X  
GRIEVANCE PROCEDURE**

- A. Definitions:
  - a. A "grievance" shall mean a complaint by a teacher or the Association that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this agreement.
  - b. An "aggrieved person" is the person or persons making the complaint.
  - c. The term "days" when used in this article shall mean school days.
  - d. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step.
- B. Initiation:
  - a. A grievance may not be initiated under Article X more than 20 days after the employee was aware or should have been made aware the act or occurrence upon which the grievance is based.
- C. Processing:
  - a. Level One – Principal
    - i. Any grievant may discuss the grievance with the immediate supervisor in any attempt to resolve that matter informally at that level.
    - ii. If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within ten (10) days, he/she shall set forth his/her grievance in writing on the Grievance Report Form to the principal or designee. Specifying: (1) The nature of the grievance; (2) The provision of the agreement violated; and (3) The action required.
    - iii. The principal shall communicate his/her decision in writing to the teacher and to the Association within ten (10) days of the receipt of the written grievance.
  - b. Level Two – Superintendent
    - i. The teacher, no later than ten (10) days after the receipt of the principal's decision may appeal the principal's decision to the Superintendent. The appeal must be in writing, including the matter submitted to the principal as specified above. The Superintendent shall meet with the grievant to attempt to resolve the matter as quickly as possible within a period not to exceed five (5) days. The Superintendent shall communicate his decision in writing to the employee and the Association within ten (10) days after the meeting.



c. Level Three - School Board

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

d. Level Four – Arbitration

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

D. Rights of Teachers and Representation:

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

**ARTICLE XI  
LEAVES**

A. Sick, Benefit, and Professional Days:

- a. Teachers will be entitled to 10 sick days, 5 benefit days and 3 professional development days annually. Twelve days, either sick or benefit days may be accumulated annually up to 150 and carried over as sick days. Teachers who have accumulated over 150 days will receive a buy back reimbursement at \$45.00 per day for days over the 150-day limit. Total accumulated days will be reimbursed at the rate of \$45.00 per day upon leaving the District. Teachers who are out sick for more than three consecutive days may be asked to present a physician's note indicating the ability of the teacher to return to work. Teachers may not use benefit days around a scheduled holiday or vacation without administrative approval unless it is due to an illness or an emergency. Teachers who leave the District prior to the end of the contract year and use more than 1.75 benefit days per month will reimburse the District the cost of those days.
- b. If a teacher is requested by administration to attend a function on behalf of the School District, the administration will put such request in writing and the time will not be charged to the teacher days. All fees and mileage costs will be paid by the School District from school of employment to destination and return as determined by the Board. All mileage costs will be computed at IRS rate per mile.
- c. In the event of extenuating circumstances, additional days will be considered on a special request basis and granted by the Superintendent at his/her discretion, only after the teacher's accumulated sick days have been exhausted. If a request is granted, the days authorized will not be deducted from the benefit days allotment.

B. Sick/Emergency Banks:

- a. The District shall maintain both a sick bank and an emergency leave bank, not to exceed 300 days in each bank. Employees under the CBA may donate one day to each bank each year from their accumulated sick and benefit days. If/when either bank reaches 300 days, members who donated the previous year will not be required to donate for the present year. Any new members will still be required to donate. The deadline for donations is October 15<sup>th</sup>. Each year, by October 30<sup>th</sup>, the District shall provide the Association with a list of members for each bank. The District will also provide the Association with the number of days in each bank on October 30<sup>th</sup> and June 30<sup>th</sup> each year.

C. Family Medical:

- a. Unpaid leave(s) of absence shall be granted to any covered employee who qualifies under the provisions of the Family and Medical Leave Act of 1993. A physician's signed statement of approval to return to work will be required for any employee who has been absent because of his/her own illness under this provision. Paid leave taken for an FMLA purpose shall run concurrently with an employee's FMLA leave.
- b. Unpaid childcare leave, including natural, adoptive or guardianship, for less than 12 months shall be granted. Those requests must be in writing specifying the length of the leave from point A to point B. Extensions may be granted but the total leave must not exceed a total of 12 months. The Board will recognize that in the case of adoption and guardianship situations may arise in which short notice requests may need to be given.
- c. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family.
- d. The Superintendent may make recommendations for the extension of any unpaid leave or for leaves of absence for extenuating circumstances and may grant such leave solely at the discretion of the Board.
- e. Upon returning to service, the employee shall be assigned to the same or similar position as was held prior to the beginning of the absence and placement on the salary schedule will be the same as when the employee took the leave.
- f. All personal benefits accrued, including seniority and/or date of hire, will be retained during family medical leave unless the person concerned shall have accepted other employment or resigns. No new leave time will be accrued during family medical leave.
- g. Notification of the intent to take such leave shall be made to the Superintendent at least thirty (30) days prior to the date on which the leave is to begin, except in cases of emergency.

D. Disability Policy:

- a. It is the policy of the School District to grant disability leave to all staff members once sick leave has been depleted. The following provisions shall apply:
  - i. Disability leave must be requested in writing prior to any absence from the job, the need for which must be verified by a physician/dentist.
  - ii. All personnel benefits accrued will be retained during disability leave unless the person concerned shall have accepted other employment prior to the request for or during the disability leave.
  - iii. All disability leave will be granted without pay. However, the District provides employees long term disability insurance. See Article XII, Section I.
  - iv. Disability leave beyond a period of thirty calendar days will be granted at the sole discretion of the School Board upon written request with appropriate documentation form presented for review by the staff member's physician.
  - v. The School District will have discharged its responsibility under this policy by offering re-employment after the staff member has been declared eligible by the School Board for re-employment.

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

E. Bereavement Leave:

- a. Five days per year, non-accumulative, will be granted for bereavement in the immediate family. Immediate family is defined as mother, father, mother-in-law, father-in-law, spouse, domestic partner, Grandparents, Sister-in-law, Brother-in-law, Guardians, children, step children, brother, or sister.
- b. Three days per year, non-accumulative, will be granted for significant persons.

F. Sabbatical Leave:

- a. Teachers who have been employed for seven (7) consecutive years by the Board may apply for an unpaid sabbatical leave for professional improvement for one (1) year. It is agreed that professional improvement includes: attending a college, university or other educational institution.
- b. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent, no later than February 1st, and action must be taken on all such requests no later than March 1st of the school year preceding the school year for which the sabbatical leave is requested. Continuation of health insurance benefits during sabbatical leave shall be paid by the employee at 100% of the cost of such coverage.
- c. After the sabbatical leave, the teacher shall return on the salary schedule, similar to, if the teacher had never been on sabbatical.
- d. All personal benefits accrued, including seniority and/or date of hire, will be retained during sabbatical leave.

G. Jury or Witness Service:

- a. Upon notice to the Superintendent, a covered employee who is subpoenaed as a witness in a civil or criminal case, or who is called for service on a jury, will be granted paid leave for the period of time he/she is unable to report to work for this reason. Notice for the leave will be made in advance and submitted with a copy of the subpoena or notice of jury duty. The covered employee shall submit to the Milton School District any money paid for such witness or jury service except that portion of the money identified as personal expense, such as for travel.

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

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

**ARTICLE XII  
PROFESSIONAL IMPROVEMENT**

- A. Reimbursement for approved courses satisfactorily completed at accredited colleges, universities or professional training schools shall be made as follows:
- a. The District will pay 100% of the per credit cost of tuition up to the equivalent of 8 credit hours per year at the current University of New Hampshire rates for graduate level courses or undergraduate courses that are determined appropriate to meet certification, staff development, licensing, or highly qualified teacher (HQT) requirements. The total reimbursable amount shall not exceed the amount actually expended.
  - b. Tuition plus all fees related to the course will be reimbursed between July 1<sup>st</sup> and June 30<sup>th</sup>. Teachers are required to present a grade report showing a passing mark equivalent to or better than a B minus (B-) or a 2.88 average plus a copy of the receipt for tuition within thirty (30) days of completion of the course.
  - c. The District will also provide teachers with the cost of tuition prior to taking a course. A copy of the enrollment form must be submitted no later than two (2) weeks prior to the scheduled activity in order to receive the funds. If the teacher fails to complete the course or earn a grade of B minus (B-), the teacher will have the option of refunding the District by cash, check, or payroll deduction mutually agreed upon by the teacher and District.
- B. Professionals are encouraged to attend workshops and other related programs that will be beneficial to their position and are in accordance with their professional development plan.
- a. The District will pay the registration cost upon registering for workshops and other related programs up to \$400 per teacher per year. Teachers must submit the paper work to the building principal for approval no later than two (2) weeks prior to the scheduled activity.
  - b. Documentation of attendance must be submitted to the District after attending the workshop. If a teacher does not attend the workshop, he/she will need to reimburse the District as outlined in Ac above.
  - c. Mileage for workshops will be reimbursed at the IRS rate per mile.
- C. Funding for courses, workshops or other related programs as outlined in B shall not be subject to budget freezes.

**ARTICLE XIII  
FRINGE BENEFITS**

- A. The Board agrees to provide health benefits through the School Care Health Plan. The District shall contribute the following percentages of the District's health insurance premiums or the following maximum dollar amounts, whichever is less:

**2017-2019**

|                 | <u>District's<br/>Contribution<br/>Percentage</u> | <u>District's<br/>Maximum<br/>Contribution</u> |
|-----------------|---|--|
| <b>Single</b>   | <b>90%</b>  | <b>\$10,000</b>                                |
| <b>2 Person</b> | <b>80%</b>  | <b>\$16,000</b>                                |
| <b>Family</b>   | <b>80%</b>  | <b>\$21,500</b>                                |

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

**2017-2019 \$3,000**

- C. The Board will allow for domestic partners to be added to the employee's health care plan.
- D. In the event any insurance plan offered to employees under this article triggers an excise tax under Federal Law, the parties agree to immediately re-open this agreement for the limited purpose of negotiating an alternative plan(s) that will not be subject to the excise tax.
- E. Any changes in health insurance will be negotiated.
- F. The District will provide the full cost of the following single Delta Dental plans through the Local Government Center: Option 1 Flex, Option 2 Flex or Option 4.
- G. The Board will allow for spouse, children, and domestic partners to be added to the dental plan. The Board will only contribute toward the single plan. All additional premiums will be paid for by the teacher.
- H. Employees will receive a term life insurance plan equivalent to \$25,000.
- I. The Board will allow for the development of a 403B plan. Deductions will be made bi-weekly from the employee's paycheck. The Association will select the providers.
- J. The District shall allow employees to enroll in a so-called Section 125 flexible pre-tax spending benefits plan. This plan may be administered by a vendor hired by the District, and shall follow all applicable Federal and State rules and regulations.
- K. Full time retiring teachers covered under this agreement shall be eligible to receive, in addition to regular contracted salary, and upon completion of his/her final year of service, a lump sum payment of \$8,500.
- a. Eligibility:
- i. Reach the age of 50 by his/her retirement year.
  - ii. Notice of intent to retire must be in writing to the Superintendent of schools no later than November 1st the year of intent to retire.
  - iii. Have served as a teacher in the District for a minimum of 15 consecutive years.

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

b. Other Provisions:

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

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

**ARTICLE XIV  
COMPENSATION**

A. Salary shall be paid in accordance to the salary schedules in Appendix A and Appendix B. Step movement will take place in 2017-2018 and 2018-2019.

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

C. Longevity:

a. Members who (1) received longevity pay from Milton on or before June 30, 2017 without regard to years of service in Milton or (2) who complete the fifteenth (15<sup>th</sup>) year of service to the Milton School District and who reach step 14, shall receive longevity pay in the following amounts:

| <b>Years of Service</b> | <b>Amount</b> | <b>Years of Service</b> | <b>Amount</b> |
|-------------------------|---------------|-------------------------|---------------|
| 15                      | \$1,920       | 16-19                   | \$2,400       |
| 20-24                   | \$3,000       | 25+                     | \$3,250       |

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

E. Teachers who have completed course work and earned credits that entitle them to move to a new track on the pay scale shall be moved accordingly upon submitting the required documentation. They shall have

their contract reissued reflecting the track change and related salary adjustment for the next pay period following the timely review of submitted required documentation. Letters of intent to move to a new track on the pay scale during the school year shall be submitted to the SAU no later than October 1<sup>st</sup> prior to the year that this will go into effect.

- F. Mileage for the following activities will be reimbursed at the current IRS rate per mile:
- a. Staff members who are required to transport students to and from activities away from school, as directed by the building principal.
  - b. Staff members who utilize their vehicle to pick up/or transport supplies, as determined by the building principal.
  - c. Staff members who use their vehicles for any other school business as determined by the building principal.
  - d. These requests can be submitted monthly.

## **ARTICLE XV GENERAL PROVISIONS**

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

## **ARTICLE XVI SAVINGS CLAUSE**

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

## **ARTICLE XVII DURATION**

A. The provisions of this agreement will be effective July 1, 2017, except as otherwise provided herein and will continue and remain in full force and effect until June 30, 2019. The parties agree that negotiations will reopen by October 1, 2019 for the purpose of negotiating a successor agreement. Any further agreements that require additional costs beyond those needed to maintain the status quo shall not be binding upon the Board unless and until the necessary appropriations have been made by the voters. Status quo shall be defined as per the Supreme Court decision of 1993 (appeal of Milton School District, 137, NH 240).

B. Any further agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding upon the Board unless and until the necessary appropriations have been made by the voters at a School District meeting.

**APPENDIX A  
SALARY SCHEDULE OF THE MILTON SCHOOL DISTRICT  
2017-2018 SCHOOL YEAR**

| <b>Step</b> | <b>BA</b>   | <b>BA 15</b> | <b>BA 30</b> | <b>MA</b>   | <b>MA 15</b> |
|-------------|-------------|--------------|--------------|-------------|--------------|
| 01          | \$32,857.00 | \$33,829.00  | \$34,829.00  | \$35,859.00 | \$36,919.00  |
| 02          | \$33,801.00 | \$34,799.00  | \$35,829.00  | \$36,890.00 | \$37,981.00  |
| 03          | \$35,132.00 | \$36,172.00  | \$37,241.00  | \$38,344.00 | \$39,480.00  |
| 04          | \$36,518.00 | \$37,600.00  | \$38,713.00  | \$39,858.00 | \$41,039.00  |
| 05          | \$37,959.00 | \$39,083.00  | \$40,240.00  | \$41,432.00 | \$42,660.00  |
| 06          | \$39,458.00 | \$40,625.00  | \$41,830.00  | \$43,070.00 | \$44,346.00  |
| 07          | \$40,625.00 | \$41,830.00  | \$43,070.00  | \$44,346.00 | \$45,661.00  |
| 08          | \$41,830.00 | \$43,070.00  | \$44,346.00  | \$45,661.00 | \$47,017.00  |
| 09          | \$43,070.00 | \$44,346.00  | \$45,661.00  | \$47,017.00 | \$48,414.00  |
| 10          | \$44,346.00 | \$45,661.00  | \$47,017.00  | \$48,414.00 | \$49,850.00  |
| 11          | \$45,661.00 | \$47,017.00  | \$48,414.00  | \$49,850.00 | \$51,331.00  |
| 12          | \$47,017.00 | \$48,414.00  | \$49,850.00  | \$51,331.00 | \$52,855.00  |
| 13          | \$48,413.00 | \$49,850.00  | \$51,331.00  | \$52,855.00 | \$54,426.00  |
| 14          | \$48,892.00 | \$50,344.00  | \$51,839.00  | \$53,379.00 | \$54,965.00  |



**APPENDIX B  
SALARY SCHEDULE OF THE MILTON SCHOOL DISTRICT  
2018-2019 SCHOOL YEAR**

| <b>Step</b> | <b>BA</b>   | <b>BA 15</b> | <b>BA 30</b> | <b>MA</b>   | <b>MA 15</b> |
|-------------|-------------|--------------|--------------|-------------|--------------|
| 01          | \$33,357.00 | \$34,329.00  | \$35,329.00  | \$36,359.00 | \$37,419.00  |
| 02          | \$34,301.00 | \$35,299.00  | \$36,329.00  | \$37,390.00 | \$38,481.00  |
| 03          | \$35,632.00 | \$36,672.00  | \$37,741.00  | \$38,844.00 | \$39,980.00  |
| 04          | \$37,018.00 | \$38,100.00  | \$39,213.00  | \$40,358.00 | \$41,539.00  |
| 05          | \$38,459.00 | \$39,583.00  | \$40,740.00  | \$41,932.00 | \$43,160.00  |
| 06          | \$39,958.00 | \$41,125.00  | \$42,330.00  | \$43,570.00 | \$44,846.00  |
| 07          | \$41,125.00 | \$42,330.00  | \$43,570.00  | \$44,846.00 | \$46,161.00  |
| 08          | \$42,330.00 | \$43,570.00  | \$44,846.00  | \$46,161.00 | \$47,517.00  |
| 09          | \$43,570.00 | \$44,846.00  | \$46,161.00  | \$47,517.00 | \$48,914.00  |
| 10          | \$44,846.00 | \$46,161.00  | \$47,517.00  | \$48,914.00 | \$50,350.00  |
| 11          | \$46,161.00 | \$47,517.00  | \$48,914.00  | \$50,350.00 | \$51,831.00  |
| 12          | \$47,517.00 | \$48,914.00  | \$50,350.00  | \$51,831.00 | \$53,355.00  |
| 13          | \$48,913.00 | \$50,350.00  | \$51,831.00  | \$53,355.00 | \$54,926.00  |
| 14          | \$49,392.00 | \$50,844.00  | \$52,339.00  | \$53,879.00 | \$55,465.00  |

**WORKING AGREEMENT  
MILTON SCHOOL DISTRICT  
AND  
MILTON EDUCATION ASSOCIATION  
JULY 1, 2017 – JUNE 30, 2019**

**MILTON EDUCATION ASSOCIATION**

(s) Marianne T. Doane  
(s) Paul Byford  
(s) \_\_\_\_\_  
(s) \_\_\_\_\_  
(s) \_\_\_\_\_

**MILTON SCHOOL BOARD**

Margaret Idred  
David D. [Signature]  
Laurie [Signature]  
\_\_\_\_\_  
\_\_\_\_\_

DATE 12/6/2017

DATE 12/7/17

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