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**Collective Bargaining Agreement Between Milton School District** and Milton Education Association July 1, 2024 – June 30, 2028

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#### **ARTICLE I - RECOGNITION**

The Milton School Board recognizes the Milton Education Association, affiliated with the National Education Association New Hampshire (NEANH), as the exclusive bargaining representative of all full and part-time professional employees as designated in the New Hampshire Public Employee Labor Relations Board (NH PELRB) certification order as listed below:

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

#### **ARTICLE II - MANAGEMENT RIGHTS**

The school board, as a statutory branch of the New Hampshire State Board of Education, is the legal entity endowed with the powers and duties to operate the public schools effectively. 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 choose 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 the public employer or confided exclusively to the public employer by statute shall not be subject to negotiation purposes and defined and provided for in RSA 273-A:l, XI.

# ARTICLE III - 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 NH 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, principals, and assistant principals.
- G. The term "association representative" shall refer to the president of the association or any other person so

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include the plural.

 Whenever a personal pronoun is used, such pronouns shall apply equally to both males and females.

# ARTICLE IV - ASSOCIATION AND TEACHERS' RIGHTS AND RESPONSIBILITIES

- A. Rights and privileges granted to 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. Subject to the District's use policy, the association may also have access to and use building computers, email service providers, and copy machines and services for conducting the association's business.
- C. The building principals shall permit the placement of association material and notices in each teacher's mailbox, email, and bulletin board in the teacher's room. The association president shall be responsible for the contents of these materials and notices and shall ensure that they are in good taste.
- D. The board and the association may meet on a periodic basis to discuss 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 for the scheduling of snow day make-ups prior to adoption, with the final approval of the board.

#### **ARTICLE V - NEGOTIATIONS PROCEDURE**

- 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 the data above will be upon reasonable notice and carried out without interrupting or interfering with the regular 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 NH PELRB within fourteen days of the board's signing by the board. The board will also post a copy of the agreement on the District's website within fourteen (14) days. The District



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grievance proceedings with full pay and fringe benefits, providing substitutes if needed. Both parties understand that this clause excludes regular Milton Education Association meetings. Regular meetings will be scheduled so that instructional time is not interrupted.

#### **ARTICLE VI - 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. The district and the association approve any evaluation tool used, and it follows 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 the teacher and evaluator shall occur within one week after a classroom observation or within a reasonable time. The teacher and evaluator shall sign a written report of observation: the teacher's signature shall indicate only that the teacher has read the report and shall not be interpreted to indicate approval. In the event that a teacher feels their evaluation was incomplete or unjust, they may put their objections in writing and have them attached to all copies of the evaluation report.
- B. Upon recommendation of the superintendent and subject to the approval of the school board, a teacher may be held on a step because of unsatisfactory job performance, as evidenced by the teacher having been placed on an Improvement Plan. Teachers must be notified of the intent to be held on step due to unsatisfactory job performance by April 1st. The teacher may take action to correct the unsatisfactory performance and request a re-evaluation before October 15th of the following school year. Upon demonstrated improvement, as documented by the district-approved evaluation procedures, the teacher will move up one step as of November 1st of that year with no retroactive salary adjustment.
- C. Upon reasonable notice, employees shall have the right to examine their personnel files. 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 from their personnel file that concern them at no cost to the district. Teachers are responsible for their performance and are expected to correct any professional deficiencies. Administrators are responsible for observing and evaluating the teacher and providing guidance and assistance.
- E. Any complaint regarding a teacher made to any member of the administration by a parent, student, or other person that may be used in any manner in evaluating or disciplining a teacher will be encouraged to be made in writing, signed, and dated by the complainant. The teacher shall be notified immediately of any complaint before an investigation. The administration reserves the right to put a teacher on administrative leave according to school board policy. The administration shall promptly investigate any such complaint. If the complaint is proven unsubstantiated, the matter will be dropped. Unsubstantiated

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#### **ARTICLE VII - WORKING CONDITIONS**

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

and meet with the teacher promptly.

- B. The board shall establish the school calendar. The association will be provided an opportunity to make recommendations on the calendar 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 school day for no more than 60 minutes. This time will be split between the morning and afternoon and will 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 needs of the building. These times will remain consistent throughout the school year. The board retains the right to choose the starting and ending time for the school day based on the State's requirements. The total length of the school day in all district buildings shall be the same. All the parties understand that teachers, as professionals, have duties that cannot be performed within the workday as defined above. Teachers, as professionals, shall continue to devote the time necessary to perform these duties. Teachers in specific positions may need flexible schedules. The individual will be expected to work an equivalent number of hours as bargaining unit members. All flexible positions will be discussed with collective bargaining leadership.
- All teachers will receive a thirty-minute duty-free lunch on a daily basis.
- E. Duties shall not exceed 60 minutes per week per teacher. The duties of each teacher shall not exceed 30 minutes per day. During a planned absence, a teacher will find coverage with another staff member for their duty.
- F. The District will provide all teachers with one prep period per day of at least 45 minutes in duration. Any additional unscheduled/non-student time shall be designated as common planning/PLC time.
- G. The District may schedule up to four District-mandated meetings per month during a teacher's prep period, such as IEP and PLC meetings. If the District requires additional meetings during a teacher's preparation period, the District will compensate the teacher for one hour at their per diem rate per additional required meeting.
- H. Professional staff members are required to participate in the district's professional growth plan, which a joint committee with all stakeholders present has developed. The committee must also approve any changes to the plan.
- I. The school board recognizes the need to involve teachers in the process of school improvement. Time will be dedicated during the regular workday or during scheduled faculty meetings to do this. The district will budget to pay teacher stipends at the rate of \$30/hour for building-level or district-wide school improvement committees, workshops, or training that take place outside the regular school day or during summer vacation. Refusal of a teacher to participate in an

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- arrange for their substitutes. When all other resources are exhausted, teachers may be asked to substitute for absent teachers during their preparation time.
- Teachers who are asked to substitute for another teacher during their prep period will be reimbursed for doing so at \$30.00 per 45minute period.

# ARTICLE VIII - PROFESSIONAL ASSIGNMENT AND VACANCIES

- A. All teachers shall be given notice of their teaching schedules, class and/or subject assignments, building assignments, 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 changes in such schedules, class and/or subject assignments, or building assignments should become necessary and are made during the summer months, the teachers involved shall be promptly notified where possible.
- B. Teachers shall not be assigned outside the scope of their teaching certificate and their major or minor field of study, except in case of emergency.
- C. After the issuance of contracts for the following school year or at any time that vacancies may occur, the superintendent shall notify all bargaining unit employees of such opening(s) via email and post the list of vacancies in each building in a location designated by the MEA building representative. The District will grant an interview to any bargaining unit member who applies and meets the minimum certification requirements or is eligible for a statement of eligibility for the position.
- D. Any teacher who desires a change in grade level or subject matter must contact the building principal in writing. Any teacher who desires a transfer to another building must file a written request with the building principal, which will be forwarded to the superintendent of schools.
- E. No vacancies shall be filled by means of involuntary transfer or reassignment if a qualified volunteer in the same grade or subject specialty within the system is available and willing to fill said position.
- F. Notice of involuntary transfer and/or reassignment shall be given to the teacher as soon as practical and, except in cases of emergency, no later than the close of school in June. Involuntary transfer or reassignment will be made only in the case of an emergency or to meet the district's instructional program's needs 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 differentials become open, such vacancies shall be made for the association, and the teachers within the system may apply. A list of vacant positions shall be posted in each school building.
- H. The District will provide an annual contract to each continuing employee between April 1 and May 1. Each employee must return the signed contract within ten

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Doural Should a member of the burgaining unit request release from a signed contract after June 30, said request will be made in writing with four weeks' notice. The Board will accept resignations with mitigating circumstances (own or family medical condition, spouse/partner reassignment or deployment out of state, or other urgent requirements) as reviewed and approved by the Board. Requests to resign to accept a higher-paying job will not be accepted as mitigating circumstances. Should no mitigating circumstances be presented, the staff member will be released from the contract upon business office receipt of a check equal to \$1,500 and reimbursement for medical and dental insurance premiums paid by the District on behalf of the employee between July 1 and the last date of employment.

This provision shall be included in each professional employee's employment contract.

#### **ARTICLE IX - REDUCTION IN FORCE**

In the event that the school board decides to reduce the staff due to 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 31st of that year of the board's intent to reduce staff. As of the April 15th notification date, teachers' certification, academic preparation, and HQT status will be status quo.
- B. For this Article, classifications are defined as follows:
  - a. Grades K-5 Elementary
  - Grades 6-12 English, Math, Science, Social Studies
  - 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 IX 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 IX D. are equal, seniority shall prevail. Seniority shall mean consecutive years of employment.
- D. The superintendent shall consider the following factors in identifying which teachers to release: 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



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- 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 Article X, B. All information forming the basis for disciplinary action will be made available to the teacher and the association at the teacher's request. If any disciplinary action results in placing a teacher on an improvement plan, the plan must be approved by the parties involved, and the plan must be progressive and corrective. Any improvement plan must follow the guidelines which are outlined in the Professional Growth Plan.

#### **ARTICLE XI - GRIEVANCE PROCEDURE**

#### A. Definitions:

- a. A "grievance" shall mean a complaint by a teacher or the association that any of the provisions of this agreement have been violated, misinterpreted, or applied inequitably.
- b. An "aggrieved person" is the person or persons making the complaint.
- The term "days" when used in this article shall mean school days.
- Failure to communicate the decision on a grievance within the specified time limits at any step of this procedure 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 of the act or occurrence upon which the grievance is based.

#### C. Processing:

- a. a. Level One Principal
  - 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, they shall set forth their 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 their decision in writing to the teacher and

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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, they may appeal the decision to the school board within five (5) days of receipt of the answer in Level Two. At the employee's request, the school board will conduct a hearing on the grievance. 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 as 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 themselves or by the association.
- b. When a teacher is not represented by the association in the processing of a grievance, the principal shall notify the association in writing that a grievance is in process at the time the grievance is submitted to the principal or at any higher level.

#### **ARTICLE XII - LEAVES**

# A. Sick, Benefit, and Professional Days:

a. Teachers will be entitled to fifteen (15) benefit days and three (3) professional development days annually. Fourteen days may be accumulated annually up to one hundred and fifty (150) and carried over as benefit days. Teachers who have accumulated over one hundred and fifty (150) days will receive a buyback reimbursement at \$45.00 per day for days over the one-hundred and fifty (150) day limit. Total accumulated days will be



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the cost of those days. No employee may take leave of longer than three consecutive days unless it is a qualifying leave under the FMLA or unless granted permission by the Superintendent or designee.

- b. If the administration requests a teacher 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 the school of employment to the destination and return as determined by the board. All mileage costs will be computed at the 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 their 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 and 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 15th. Each year, by October 30th, 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 30th and June 30th each year.
- b. The parties hereby establish a study committee on the operation of the sick/emergency banks. The committee shall include two (2) members appointed by the Association and two (2) members appointed by the Board. The committee shall issue non-binding recommendations, if any, to the parties no later than one (1) year prior to the expiration of this agreement.

### 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. Under this provision, a physician's signed statement of approval to return to work will be required for any employee who has been absent because of illness. 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 and specify the length of the leave from point A to point B. Extensions may be granted, but the total leave must not exceed 12 months. The board will recognize that in the case of adoption and guardianship, situations



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- d. The superintendent may recommend extending any unpaid leave or leave 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 has 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:
  - Disability leave must be requested in writing prior to any absence from the job, and a physician or dentist must verify the need for it.
  - ii. All personnel benefits accrued will be retained during disability leave unless the person concerned has 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 with long-term disability insurance. See Article XIV, Section M.
  - 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 this contract, 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 they are not able to perform the normal requirements of the given job for which the district employs them. Any staff member may return to work from disability leave upon written certification from their attending physician attesting

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as mother, father, mother-in-law, father-in-law, spouse, domestic partner, grandparents, sister-in-law, brother-in-law, guardians, children, stepchildren, brother, or sister.

 Additional days for purposes of bereavement for deaths in the immediate family or other individuals may be approved at the sole discretion of the Superintendent.

#### F. Sabbatical Leave:

- a. Teachers whom the board has employed for seven (7) consecutive years may apply for an unpaid sabbatical leave for one (1) year to improve their professional skills. 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. The employee shall pay continuation of health insurance benefits during sabbatical leave at 100% of the cost of such coverage.
- c. After the sabbatical leave, the teacher shall return to the salary schedule, similar to if the teacher had never been on sabbatical leave.
- All personal benefits accrued, including seniority and 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 time they are 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 may be entitled to one (1) year of personal leave without pay at the sole discretion of the board. Applications for such leave must be made in writing to the board on or before March 1st of the school year before the commencement of such leave.
- I. As a professional courtesy, members must notify their Principal of any planned leave well in advance to allow for adequate planning and preparation. Notification for all such leaves shall normally be submitted to Frontline three (3) days prior to the leave days, except in the case of an emergency or an unusual circumstance. In this event, the Principal shall be notified as soon as possible.

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- 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. The District will pre-pay for approved courses. A copy of the enrollment form, course start and end dates, credits earned, description of the course, and total cost of the course must be submitted no later than two (2) weeks before the scheduled activity to receive the funds. The District will pay for the approved course before the course begins.
- c. Teachers are required to present a grade report showing a passing mark equivalent to or better than a B or a 3.0 average, plus a copy of the tuition receipt within thirty (30) days of completing the course.
- d. If the teacher fails to complete the course or earn a grade of at least B or a 3.0 average, the teacher will have the option of refunding the district by cash, check, or payroll deduction mutually agreed upon by the teacher and district.
- The district is willing to provide five (5) early release days for professional development. Days can be canceled due to the district's need to provide instructional time due to unforeseen circumstances.
- 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 paperwork to the building principal for approval no later than two (2) weeks prior to the scheduled activity.
  - After the workshop, documentation of attendance must be submitted to the district. If a teacher does not attend the workshop, they will need to reimburse the district as outlined in Article XIII A—d. above.
  - Mileage for workshops will be reimbursed at the IRS rate per mile.
- C. Budget freezes will not affect funding for courses, workshops, or other related programs as outlined in B.

#### **ARTICLE XIV - FRINGE BENEFITS**

A. The board agrees to provide health benefits through the School Care Consumer Driven Yellow Open Access, Yellow with Choice Fund, and Orange Open Access plans. The district shall contribute the following percentages of the district's health insurance premiums or the following maximum dollar amounts, whichever is

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2-Person	80%	\$16,000.00
Family	80%	\$21,500.00

The District shall contribute the following percentages toward the Orange Open Access plan:

Plan Type	District Contribution Percentage
Single	100%
2-Person	97%
Family	97%

The district will offer a Health Savings Account (HSA) option for employees on the Orange Open Access plan.

- B. The employee may elect to receive a buyback benefit in lieu of the health insurance policy as follows: 2024-2028 \$4,100.00
- C. The board will allow for domestic partners to be added to the employee's health care plan.
- D. Any changes in health insurance will be negotiated.
- E. 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, or a comparable plan through a different insurance carrier.
- F. The board will allow spouses, children, and domestic partners to be added to the dental plan. However, the board will only contribute to the single plan, and the teacher will pay for all additional premiums.
- G. Employees will receive a term life insurance plan equivalent to \$25,000.00.
- H. 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.
- The district shall allow employees to enroll in a pre-tax Health Flexible Savings Account (FSA) plan. A vendor hired by the district may administer this plan and shall follow all applicable Federal and State rules and regulations.
- J. The district shall allow employees to enroll in a pre-tax Dependent Care Flexible Savings Account (FSA) plan. A vendor hired by the district may administer this plan 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 a lump sum payment of \$8,500.00 in addition to their regular contracted salary upon completion of their final year of service.
  - a. Eligibility:
    - i. Reach the age of 50 by their 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.

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- 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 teachers with a long-term disability insurance plan at no cost, 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 and pay for 66.7% of the teacher's annual salary, which will be paid over 12 months up to a maximum of \$5,000.00 per month and may continue up to age 65.

Circi i iovisions.

#### **ARTICLE XV - COMPENSATION**

- A. Salaries shall be paid in accordance with the salary schedules in Appendix A. Step movement will take place in 2024-2025, 2025-2026, 2026-2027, and 2027-2028.
- B. Newly hired personnel shall be placed on the salary schedule at a step commensurate with prior work experience and the experience of teachers currently employed by the Milton School District. New hires will not be placed on steps higher than continuing employees with the same experience except by mutual agreement of the Association and the District or unless the new hires' positions are in critical shortage areas as defined by the New Hampshire Department of Education and the Superintendent has informed the MEA President or designee in advance of the hiring. Newly hired specialists and nurses, as defined in Article 1, can be placed on the step schedule granting a full step for each year of industry work experience.
- C. 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 non-school 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 Office by May 1st of their choice of summer payment.
- D. Anniversary Dates: Employees employed for at least 90 school days during the school year shall receive credit for a full year of work experience and shall advance one step on the salary schedule on July 1.
- E. Longevity

An employee who completes at least fifteen years of service to the Milton School District shall receive the following longevity payment. Longevity shall be incorporated into the employee's annual salary and paid accordingly.

Years of Service	Amount
15	\$4,420.00

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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 the 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 will be followed. If positions remain unfilled, the administration may assign teachers to such positions. In the event a particular stipend position is not filled, the stipend amount associated with that position may be used to fund another position. If the original position is filled the following year, the funds will be returned to the original position. Any cocurricular position(s) funded through a grant will not affect other stipend position(s) as listed in the CBA.

- G. Teachers who have completed coursework and earned credits that entitle them to move to a new track on the pay scale shall be moved accordingly upon submitting official transcripts to the SAU administrative assistant. 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 official transcripts. A written letter of intent or email to move to a new track on the pay scale during the school year shall be submitted to the SAU administrative assistant and business manager no later than October 1st prior to the year that this will go into effect.
- H. Mileage for the following activities will be reimbursed at the current IRS rate per mile:
  - Staff members who are required to transport students to and from activities away from school, as directed by the building principal.
  - Staff members who utilize their vehicles to pick up and transport supplies, as determined by the building principal.
  - 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 XVI - GENERAL PROVISIONS**

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

#### **ARTICLE XVII - 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, performed, or enforced except to the extent permitted by law. In the event that any provisions of the agreement are or shall be contrary to law, all other provisions of the agreement shall continue in effect.

#### **ARTICLE XVIII - DURATION**

A. The provisions of this agreement will be effective July 1, 2024, except as otherwise provided herein, and will continue and remain in full force and effect until June 30, 2028. The parties agree that negotiations will reopen no later than September 1, 2027, for the purpose of negotiating a successor agreement. Any

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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 the Milton legislative session.

#### **APPENDIX A - SALARY SCHEDULES**

#### 2024-2025

Step	ВА	BA+15	BA+30	MA	MA+15	MA+30
1	\$40,000	\$41,200	\$42,436	\$43,709	\$45,020	\$46,371
2	\$41,069	\$42,301	\$43,570	\$44,878	\$46,224	\$47,611
3	\$42,139	\$43,403	\$44,705	\$46,046	\$47,427	\$48,850
4	\$43,208	\$44,504	\$45,839	\$47,214	\$48,631	\$50,090
5	\$44,277	\$45,606	\$46,974	\$48,383	\$49,834	\$51,329
6	\$45,347	\$46,707	\$48,108	\$49,551	\$51,038	\$52,569
7	\$46,416	\$47,808	\$49,243	\$50,720	\$52,241	\$53,809
8	\$47,485	\$48,910	\$50,377	\$51,888	\$53,445	\$55,048
9	\$48,554	\$50,011	\$51,511	\$53,057	\$54,648	\$56,288
10	\$49,624	\$51,112	\$52,646	\$54,225	\$55,852	\$57,528
11	\$50,693	\$52,214	\$53,780	\$55,394	\$57,056	\$58,767
12	\$51,762	\$53,315	\$54,915	\$56,562	\$58,259	\$60,007
13	\$52,832	\$54,417	\$56,049	\$57,731	\$59,463	\$61,246
14	\$53,901	\$55,518	\$57,184	\$58,899	\$60,666	\$62,486

# 2025-2026

Step	ВА	BA+15	BA+30	MA	MA+15	MA+30
1	\$42,100	\$43,300	\$44,536	\$45,809	\$47,120	\$48,471
2	\$43,169	\$44,401	\$45,670	\$46,978	\$48,324	\$49,711
3	\$44,239	\$45,503	\$46,805	\$48,146	\$49,527	\$50,950
4	\$45,308	\$46,604	\$47,939	\$49,314	\$50,731	\$52,190
5	\$46,377	\$47,706	\$49,074	\$50,483	\$51,934	\$53,429
6	\$47,447	\$48,807	\$50,208	\$51,651	\$53,138	\$54,669
7	\$48,516	\$49,908	\$51,343	\$52,820	\$54,341	\$55,909
8	\$49,585	\$51,010	\$52,477	\$53,988	\$55,545	\$57,148
9	\$50,654	\$52,111	\$53,611	\$55,157	\$56,748	\$58,388
10	\$51,724	\$53,212	\$54,746	\$56,325	\$57,952	\$59,628
11	\$52,793	\$54,314	\$55,880	\$57,494	\$59,156	\$60,867
12	\$53,862	\$55,415	\$57,015	\$58,662	\$60,359	\$62,107
13	\$54,932	\$56,517	\$58,149	\$59,831	\$61,563	\$63,346
14	\$56,001	\$57,618	\$59,284	\$60,999	\$62,766	\$64,586

# 2026-2027

Step	ВА	BA+15	BA+30	MA	MA+15	MA+30
1	\$44,200	\$45,400	\$46,636	\$47,909	\$49,220	\$50,571
2	\$45,269	\$46,501	\$47,770	\$49,078	\$50,424	\$51,811
3	\$46,339	\$47,603	\$48,905	\$50,246	\$51,627	\$53,050
4	\$47,408	\$48,704	\$50,039	\$51,414	\$52,831	\$54,290
5	\$48,477	\$49,806	\$51,174	\$52,583	\$54,034	\$55,529
6	\$49,547	\$50,907	\$52,308	\$53,751	\$55,238	\$56,769



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13	\$57,032	\$58,617	\$60,249	\$61,931	\$63,663	\$65,446
14	\$58,101	\$59,718	\$61,384	\$63,099	\$64,866	\$66,686

# 2027-2028

Step	ВА	BA+15	BA+30	MA	MA+15	MA+30
1	\$46,300	\$47,500	\$48,736	\$50,009	\$51,320	\$52,671
2	\$47,369	\$48,601	\$49,870	\$51,178	\$52,524	\$53,911
3	\$48,439	\$49,703	\$51,005	\$52,346	\$53,727	\$55,150
4	\$49,508	\$50,804	\$52,139	\$53,514	\$54,931	\$56,390
5	\$50,577	\$51,906	\$53,274	\$54,683	\$56,134	\$57,629
6	\$51,647	\$53,007	\$54,408	\$55,851	\$57,338	\$58,869
7	\$52,716	\$54,108	\$55,543	\$57,020	\$58,541	\$60,109
8	\$53,785	\$55,210	\$56,677	\$58,188	\$59,745	\$61,348
9	\$54,854	\$56,311	\$57,811	\$59,357	\$60,948	\$62,588
10	\$55,924	\$57,412	\$58,946	\$60,525	\$62,152	\$63,828
11	\$56,993	\$58,514	\$60,080	\$61,694	\$63,356	\$65,067
12	\$58,062	\$59,615	\$61,215	\$62,862	\$64,559	\$66,307
13	\$59,132	\$60,717	\$62,349	\$64,031	\$65,763	\$67,546
14	\$60,201	\$61,818	\$63,484	\$65,199	\$66,966	\$68,786

# SIGNATURE PAGE

COLLECTIVE BARGAINING AGREEMENT MILTON SCHOOL DISTRICT AND MILTON EDUCATION ASSOCIATION JULY 1, 2024 – JUNE 30, 2028

# <u>(i)</u>

# MiltonTeacherAgreement\_2024-2028

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(s) (s)	Saudinger Sauder	the When	
(s)			
DATE	MAY 16, 2024	DATE MAY 22, 2024	

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

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# **MILTON STIPENDS - 2024 - 2028**

Position	Stipend (2024 - 2028)
After School Coordinator	\$30/hr
After School Teacher	\$25/hr
American Legion Orator Advisor	\$600
Athletic Director	\$5000
Band Competition Coordinator	\$1000
Baseball Boys Varsity	\$2500
Baseball Middle School	\$1500
Basketball Boys JV	\$2000
Basketball Boys Middle School	\$1800
Basketball Boys Varsity	\$3000
Basketball Girls JV	\$2000
Basketball Girls Middle School	\$1800
Basketball Girls Varsity	\$3000
Drama Club Advisor	\$1500
E Nute	\$1000
FBLA	\$700
Freshman Class Advisor	\$800
Grade 6 Class Advisor	\$800
Grade 7 Class Advisor	\$800
Grade 8 Class Advisor	\$800
Grade Level Testing Coordinator (7)	\$250
Granite State Challenge	\$600
Junior Class Advisor	\$1000

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Senior Class Advisor	\$1000
Soccer Boys	\$2500
Ski Club	\$300
Soccer Middle School	\$1500
Softball Middle School	\$1500
Softball Varsity	\$2500
Sophomore Class Advisor	\$800
Spirit Team	\$1800
Staff Development ES (1)	\$1000
Staff Development HS (1)	\$700
Staff Development MS (1)	\$700
Student Council	\$1200
Summer School Director	\$25/hr
Summer School Lead Teacher	\$30/hr
Summer School Teachers	\$25/hr
Voice of Democracy	\$300
Volleyball JV	\$2000
Volleyball Middle School	\$1500
Volleyball Varsity	\$2500
Web Site	\$1500
Yearbook Advisor ES	\$1000
Yearbook Advisor HS	\$2000
Yearbook Advisor MS	\$1000