

AGREEMENT
BETWEEN THE
MILFORD SCHOOL BOARD
AND THE
MILFORD ADMINISTRATIVE GROUP

JULY 1, 2014

TO

JUNE 30, 2018

MILFORD SCHOOL DISTRICT PROFESSIONAL AGREEMENT

AGREEMENT, made March 12, 2014, by and between the School Board of the Milford School District, Milford, New Hampshire, (hereinafter called the "Board"), and the Milford Administrative Group (hereinafter called the "Group").

ARTICLE I - RECOGNITION

The Board recognizes the Group as the exclusive representative of all Principals, Assistant Principals, and Curriculum Coordinators, the Directors of Academic Studies, Guidance, Special Education, and Technical Studies, and the Assistant Director of Special Education employed by the Milford School District (hereinafter called the "District") for the purpose of negotiating with the Board with respect to wages, hours, and other conditions of employment in accordance with RSA 273-A.

The Board agrees to meet, confer, and negotiate with representatives of the Group concerning matters in accordance with the provisions of RSA 273-A.

ARTICLE II - JURISDICTION AND AUTHORITY OF THE SCHOOL BOARD

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

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

ARTICLE III – NEGOTIATION PROCEDURE

Not later than October 1, prior to the expiration date of this Agreement, the Group shall submit, in writing, its intent to negotiate salaries, fringe benefits, and other terms of employment in accordance with RSA 273-A.

Thereafter, the parties shall meet at a mutually convenient time and place to exchange proposals and negotiate in a good faith effort to reach agreement on matters concerning wages, hours, and other conditions of employment in accordance with RSA 273-A. It is understood by the parties that negotiations will conclude no later than December 1 unless this date is extended by mutual agreement.

Any agreement reached shall be reduced to writing and be signed by the Board and by the Group. Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board unless and until the necessary appropriations have been made by the voters of the District. The Group and the Board shall make every effort to promote and secure the funds necessary to implement the Agreement. If such funds are not forthcoming, the Board and the Group shall resume negotiations.

ARTICLE IV - CONTRACTS

Annual contracts will be issued for the first three years of employment, with notification of non-renewal given to the individual no later than April 15. After the first three (3) years of employment, an Administrator shall be considered under an annual contract running from July 1 to June 30, said contract to automatically renew for a one-year period unless the member is notified otherwise by the Superintendent by January 1 of the year in which the contract is to expire. Exception: For members of the Group as of September 1, 2001, upon issuance of the fourth year contract, the Administrator is on a Continuing Contract with a one year advance notice of termination, such notification to take place prior to June 30.

ARTICLE V - SALARY

Annual merit adjustments for Group members shall be based on attainment of mutually developed goals. While the Board recognizes the critical need for input from the administrator in the development of these goals, the final decision on the establishment of goals rests with the Superintendent.

The maximum merit adjustment for each year of this Agreement is shown in the following table:

School Year	Effective Date	Maximum Adjustment
2014-2015	July 1, 2014	0%
2015-2016	July 1, 2015	1.5%
2016-2017	July 1, 2016	2.0%
2017-2018	July 1, 2017	2.25%

The determination of the merit adjustment for Group members is at the discretion of the Superintendent.

Members as of June 30, 2010 who earn a CAGS or second Master’s degree during the life of this agreement will earn an additional \$1,000 toward their salary.

Members as of June 30, 2010 who earn a PhD or EdD during the life of this agreement will earn an additional \$2,000 toward their salary if that member has not already received the CAGS or second Master’s degree increase. If that member has earned the CAGS/second Master’s degree increase, then a \$1,000 increase will be realized.

Initial salaries for those becoming Group members after the date of this Agreement, as specified in the Agreement’s preamble, shall be determined by the Board in consultation with the Superintendent.

ARTICLE VI - EVALUATIONS

All Group members shall receive, as a minimum, one written evaluation per school year based upon their job description by their immediate supervisor.

The Group recognizes the right of the Board to authorize the Superintendent to withhold a portion of a Group member's salary in one school year if overall performance is less than satisfactory in the preceding school year.

Goals for each level will be developed by the principal and/or director and the Superintendent. The final decision on the establishment of goals rests with the Superintendent.

Overall performance will be based on the description on file for each position. The Superintendent will consult with the Group should significant changes to existing job descriptions be required.

ARTICLE VII - EMPLOYEE BENEFITS

Flexible Benefits

The Board provides for options to members of the Administrative Group to use approved benefits in an alternative manner other than for which they have been specified, not to exceed the cost of the individual's allowable approved benefits.

Section 125

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

Tax Deferred Annuity

The District will make a contribution towards a Tax Deferred Annuity Plan for those members of the Group who elect this option in lieu of health insurance and/or dental insurance. The District contribution for members of the Group as of June 30, 2014 will be:

Health Insurance:	90% of the HMO premium
Dental Insurance:	80% of the premium

For members of the Group beginning employment under this Agreement on or after July 1, 2014, the District's contribution towards the Tax Deferred Annuity Plan will be \$2,500 for a member eligible for a 2-person plan level contribution for the health insurance only, or \$3,500 for a member eligible for a family plan level contribution for the health insurance only.

Health Insurance

Members of the Group may choose from any available option under the SchoolCare Health Insurance Plan for either single, two-person, or family coverage. Regardless of the option chosen, the District's premium contribution for Group members as of June 30, 2014 will be equal to ninety-five percent

(95%) of the applicable HMO plan option. For members of the Group beginning employment under this Agreement on or after July 1, 2014, the District's premium contribution will be equal to eighty-five percent (85%) of the applicable HMO plan option.

The District may change health insurance carriers, provided comparable coverage is offered, and provided that the Board and the Group agree to the change.

Dental Insurance

Administrators electing dental coverage during the term of this Agreement will be covered under Delta Dental plan Option 3b. The District will contribute 85% of the total premium cost of Option 3b for a Single Person, Two-Person, or Family Membership Plan.

The District may change dental insurance carriers, provided comparable coverage is offered, and provided that the Board and the Group agree to the change.

Life Insurance

The District will pay 100% of the premium cost for term life insurance and AD & D during each school year for members of the Group. The amount of insurance coverage is twice the individual's annual salary to the nearest \$1,000.

Additional Life Insurance

For members of the Group as of September 1, 2001, the District agrees to reimburse a Group member, who elects to purchase additional term life insurance, half the cost of the insurance to a maximum policy of \$500,000. The life insurance carrier to provide this coverage shall be mutually agreed upon, in advance, between the Group member and the Superintendent.

Liability Coverage

The District will provide liability insurance coverage for members of the Group; said policy will provide a minimum coverage in the amount of one million dollars (\$1,000,000). This is subject to the District being able to acquire the coverage.

Long-Term Disability Plan

The District will pay 100% of the premium cost of a Long Term Disability (LTD) Plan. The Plan shall have a ninety (90) day elimination period. The benefit shall be a 66% of the Group member's salary.

Dues

The District pays for memberships in recognized local and national organizations for members of the Group upon the approval of the Superintendent.

Retirement Benefit

A Group member, upon termination, who has fifteen (15) consecutive years of professional experience in Milford and is eligible for retirement, shall be compensated for accumulated unused sick days. Such compensation shall be equal to 40% of the member's per diem pay for each day of said

member's accumulated unused sick days to a maximum of one hundred ten (110) days and paid to the member within thirty (30) days of his/her last day of employment.

Payroll Deductions

The Board will deduct from the salaries of Group members covered under this Agreement, other monies to be used for direct deposit, insurance, tax deferred retirement vehicle, membership dues, and other reasonable deductions as determined by the Superintendent of Schools.

The Board agrees to deduct, from the salaries of its employees covered under this Agreement, dues for the Group as said members individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Treasurer of the Group.

1. The Group agrees to provide annually, by September 30, a list of those individuals who have authorized deductions and the amounts of these deductions.
2. The Board will discontinue such deductions only if such notice of withdrawal is filed prior to September 30 of the year in which such deductions are to cease.
3. The parties agree that once the dues have been deducted and paid to the Group, all further responsibility on the part of the Board and the District for said funds shall cease and the Group agrees that the Board, its members, officers, and employees shall have no further liability with regard to same.

Travel Expenses

The District will reimburse Group members for automobile (mileage) expenses and other necessary expenses incurred in the performance of their responsibilities. Mileage paid is at the established rate per mile for District employees. Any mileage reimbursement subject to taxes under IRS regulations will be processed through the payroll system and taxed accordingly.

Early Retirement

- A. Any full-time administrator, who is a member of this Group as of July 1, 2010, who has worked for a minimum of twenty (20) years as a full-time professionally certified educator with the District, of which a minimum of ten (10) years of service must be as a full-time certified administrator of the District, and who has reached age 55 at the time of retirement, may submit a request for early retirement to the Board. This request for early retirement shall be dated and signed by the administrator submitting it, shall be submitted to the Superintendent by December 1st of the year preceding the year in which the retirement shall commence, and shall specify the date selected by the administrator for retirement, which shall be by the end of a fiscal year (June 30th). The Board shall act upon the request by January 1st.
- B. If there are applicants, at least one (1) request for early retirement per year shall be approved by the Board. Those administrators with the greatest seniority within the District, including all professional experience, will be given first consideration.
- C. If approved, the District shall pay the early retiree twenty percent (20%) of the retiree's last salary annually for a period of five (5) years. Salary pay out will be consistent with existing procedures.
- D. Upon commencement of early retirement, the approved early retiree shall be eligible to continue health insurance with the District. The District shall provide a contribution equivalent to seventy-eight percent 78% of the HMO plan towards the cost of the health insurance for a single, two-

person or family plan. If the spouse of a retiree reaches the age of sixty-five (65) during this period, and becomes eligible for Medicare, the District's contributions towards the health insurance for the spouse shall be equivalent to seventy-eight percent (78%) of the SchoolCare 65+ plan rate. This contribution shall continue until the retired member reaches the age of sixty-five (65). The retired member shall be responsible for the remaining balance of the elected health insurance, which shall be deducted from the retired member's salary noted above in Section C, or through a retirement pension deduction or another means of regular monthly payment directly to the District if the retiree's salary continuation under Section C has ended before the end of the health insurance coverage period to age sixty-five (65).

- E. If the approved early retiree is eligible for health insurance subsidy from the New Hampshire Retirement System, the retiree shall apply for the subsidy and assign it to the District. The amount received by the District shall reduce the gross cost of the health insurance coverage, and both parties shall share the balance of the cost in the same pro ration noted above in Section D.
- F. Early retirement shall be treated as a voluntary termination, and the member shall have no right to continue employment in the District after that retirement date.

ARTICLE VIII - LEAVE OF ABSENCE

Sick Leave

Each Administrative Group member is entitled to fifteen (15) days of paid sick leave each year for personal or family illness (for the purpose of this paragraph, sick leave for "family illness" means leave taken to care for the member's ill mother, father, spouse, son, or daughter). Unused sick leave days may accrue from year to year up to a maximum accumulation of one hundred ten (110) days. It is understood that Administrative Group members may transfer unused sick leave to each other upon the approval of the Superintendent, such approval to be considered only after an incapacitating illness or disability, excluding family illness, provided the Administrator has exhausted all accrued sick leave.

Personal Leave

The Board grants personal leave, up to three (3) days with pay, upon the approval of the Superintendent.

Bereavement Leave

Bereavement Leave, during the year, shall be granted with pay to any individual who requests such leave for each occurrence of a death in his/her or his/her spouse's family with approval of the Superintendent.

Vacation Leave

Each Group member, for the first five (5) years of employment as a full-time Administrator in the District, shall receive twenty (20) days of paid vacation per year. After their fifth year of employment as a full-time Administrator in the District, members shall receive a total of twenty-five (25) days of paid vacation per year. The scheduling of vacation leave shall be approved, in advance, by the Superintendent.

Each year, after three (3) years of employment as full-time Administrators in the District, members may exchange up to fifteen (15) unused vacation days from a previous year for deposit into one of the retirement investment vehicles offered by the District.

A maximum of 20 unused, accrued vacation days may be carried over from one fiscal year to the next.

Holidays

The Board provides each full-time Group member ten (10) paid holidays as identified by the Superintendent.

Extended Leaves of Absence

The Board will consider requests for leaves of absence upon the individual's written request to the Superintendent.

ARTICLE IX - PROFESSIONAL DEVELOPMENT

The District will reimburse Group members who have completed one year of service in the District for college course tuition and associated fees up to a maximum of twelve (12) credits per fiscal year. The District will reimburse Group members who have completed one year of service in the District for college course tuition and associate fees up to a maximum of sixteen (16) credits per fiscal year at 50% of the costs of those credits beyond the twelve (12) noted above, but not to exceed sixteen (16) credits in total during the fiscal year. Additional course reimbursement beyond sixteen (16) credits per fiscal year shall be at the discretion of the Superintendent.

In cases where a course is graded either by Pass/Fail or traditional letter grades, an acceptable grade is required in order to be eligible for reimbursement. An acceptable grade is Pass for a Pass/Fail course or a grade of "B" or better for a course graded with traditional letter grades.

The Group member must notify the Superintendent, in writing, of enrollment in a degree program at an accredited institution. Members in a planned program of study must have the program endorsed by the Superintendent for reimbursement of tuition and fees to be approved.

Members desiring to register for courses not part of a planned program of study shall have prior approval of the Superintendent. Approval shall be granted if the course is taken for credit, is related to the individual's position and professional development, and, in the Superintendent's opinion, is related to the District's goals.

Any Group member who leaves the employment of the District after August 1st will owe the District the sum of two hundred fifty dollars (\$250) and shall reimburse the District for any professional development expenses for which the District paid during the previous school year.

ARTICLE X - GRIEVANCE PROCEDURE

DEFINITION: A "Grievance" shall mean a complaint by a member of the bargaining unit covered by this Agreement that he/she has been subject to a violation, inequitable application, or misinterpretation of a specific provision of this Agreement, except a grievance shall not be:

- a. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Board of Education, or
- b. A complaint of a probationary member (which means any Administrator in his or her first three (3) years of employment as an Administrator in the District) which arises by reason of not being re-employed, or
- c. Any matter which, according to law, is either beyond the scope of Board authority or limited to unilateral action by the Board alone.

PURPOSE: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate to any level of the procedure.

PROCEDURE: The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.

Step I: INFORMAL STEPS

Any member of the bargaining unit who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve informally the matter at that level. Failure to reach a mutually satisfactory resolution within five (5) business days may be cause for the employee to proceed with Step II.

Step II: FORMAL STEPS

If the grievance is not resolved at Step I, the aggrieved employee may appeal the decision to the Superintendent within ten (10) business days. The appeal shall be in writing, on the form contained in Appendix A attached hereto and made a part thereof, and submitted to the Superintendent.

Forms for the grievance procedure will be jointly prepared by the Superintendent and the Group. The Superintendent shall meet with the aggrieved employee to discuss the grievance within fifteen (15) business days after receipt of the written grievance. The aggrieved employee shall be given at least five (5) business days' notice of the conference.

The Superintendent shall communicate his/her decision, in writing, to the aggrieved employee within fifteen (15) business days from the date the grievance is heard at Step II.

If the decision of the Superintendent does not resolve the grievance to the satisfaction of the employee grievant and/or Group, and the employee grievant and/or Group wishes a review by an arbitrator, the aggrieved shall so advise the Superintendent within twenty five (25) business days of receipt of the Superintendent's decision. The aggrieved may choose to waive, in writing, going to an arbitrator and proceed to have the grievance reviewed directly by the Board as set forth in Step III.

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

- a. Either party may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

- b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request the American Arbitration Association to submit a second roster of names.
- c. If the parties are unable to determine a mutually satisfactory arbitrator from the second submitted list within fifteen (15) business days following its submission, either party may request the American Arbitration Association to designate an arbitrator.
- d. The arbitrator shall limit himself/herself to the issues submitted and shall consider nothing else. He/she should be bound by and must comply with all the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in any way the provisions of this Agreement. The recommendation of the arbitrator shall be advisory only.
- e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the party (individual or Group) for which the arbitrator has been hired. Any other expenses incurred shall be paid by the party incurring same. The parties agree that the party which requests a postponement of any arbitration hearing shall be obligated to pay any costs or fees submitted by the arbitrator and/or the American Arbitration Association which result from postponement.

Step III: MILFORD SCHOOL BOARD LEVEL

If the arbitrator's advisory award does not resolve the grievance to the employee grievant's and/or Group's satisfaction, the aggrieved may request a review by the Board. Such request must be made within ten (10) business days after receipt of the arbitrator's advisory award or, if a third party review has been waived, within five (5) business days of the decision of the Superintendent, and shall be submitted, in writing, through the Superintendent, who shall attach all related papers and forward the request to the Board. The Board shall review the grievance and hold a hearing with the employee grievant or Group representative. Within twenty (20) business days of the receipt of the appeal, or, if a hearing is granted, within twenty (20) business days of the date of the hearing, the Board shall render a decision, in writing, and forward copies of the decision to the grievant and to the Superintendent.

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

Failure at any step of the grievance procedure to appeal within the specified time limits shall be considered acceptance by the employee grievant and/or Group of the decision rendered.

Failure at any level of the grievance procedure to communicate a decision within the specified time limits shall permit the employee grievant and/or Group to proceed to the next step. It is understood that any employee grievant and/or Group shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined. There shall be no reprisals taken against an individual as a result of the processing of a grievance.

ARTICLE XI - EMPLOYEE DISCIPLINE

No Group member shall be disciplined -- including written warnings, reprimands, suspension, reductions in rank or professional advantage, discharges, non-renewal or other actions of a

disciplinary nature -- without cause. The specific grounds forming the basis for the disciplinary action will be made available to the Group member, in writing.

ARTICLE XII - DURATION AND RENEWAL

This agreement shall be effective as of July 1, 2014, and shall continue in effect until June 30, 2018. Any extension shall be mutually agreed upon, in writing, by both parties; and unless such extension is agreed upon, this Agreement shall expire on the date indicated therein.

ADMINISTRATIVE GROUP



Bradford W. Craven

Date

3.12.14

MILFORD SCHOOL BOARD



Paul Dargie

Date

3/12/14

APPENDIX A

GRIEVANCE RECORD

(For Use at Steps 2 and 3)

Grievance No.: _____

Step: _____

Name of Grievant: _____

Date Filed: _____

Building: _____

Assignment: _____

Date of Alleged Violation: _____

Article of Agreement Allegedly Violated: _____

Statement of the Grievance:

Nature and Extent of the Injury or Loss Involved:

Results of Previous Discussions of the Grievance:

Grievant's Dissatisfaction with Decisions Previously Rendered:

Remedy Sought:

Grievant's Signature: _____

Disposition By: _____ Principal _____ Superintendent Date: _____

Principal's/Superintendent's Signature: _____

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

Grievant's Signature:

APPENDIX B

Sidebar Agreement

For one time only, during the life of this contract, the Board will agree to accept two applicants in one year for the Early Retirement program. Such acceptance will occur in the first year in which there are two applicants. In all other years of this contract, the Board will accept one applicant for Early Retirement, in accordance with Article VII – Employee Benefits.

The parties agree that this sidebar agreement sunsets at the conclusion of this contract.