

MASTER CONTRACT

JOHN STARK TEACHERS' ASSOCIATION,
AFT-NH, AFT #6586, AFL-CIO

AND

JOHN STARK REGIONAL SCHOOL BOARD

July 1, 2022 to June 30, 2025



TABLE OF CONTENTS

SECTION 1	RECOGNITION	3
SECTION 2	TEACHER WORKLOAD	4
SECTION 3	TUITION AND PROFESSIONAL DEVELOPMENT COURSE REIMBURSEMENT	7
SECTION 4	SCHOOL LEAVE	9
SECTION 5	PROFESSIONAL COMPENSATION	10
SECTION 6	BENEFITS	12
SECTION 7	BARGAINING UNIT MEMBERS' RIGHTS	16
SECTION 8	GRIEVANCE PROCEDURE	19
SECTION 9	RESERVATIONS TO THE VOTERS SIGNATURE PAGE	21
APPENDIX A	SALARY SCHEDULE	22
APPENDIX B	CO-CURRICULAR SALARY SCHEDULE	24
APPENDIX C	ATHLETICS SALARY SCHEDULE	25

SECTION 1: RECOGNITION

- 1.1** The Board recognizes the John Stark Teachers' Association (JSTA), AFT-NH, AFT#6586, AFL-CIO as the exclusive representative of all John Stark Regional School District Bargaining Unit Members as certified by the New Hampshire Public Employees Labor Relations Board.

Unit: All teachers, curriculum coordinators, guidance counselors and librarians who are required to hold certification from the New Hampshire Department of Education for their positions and are required to work full-time or part-time for more than 40%. Also included are nurses who are required to work full-time or part-time for more than 40%.

The above named public employer shall negotiate with the exclusive representative named herein on terms and conditions of employment for the members of the bargaining unit, as herein described, and shall recognize the right of the exclusive representative to represent employees in the settlement of grievances.

SECTION 2: TEACHER WORKLOAD

2.1

- a. The Bargaining Unit Member's work year shall be defined in part by the John Stark School Calendar. The published calendar shall set the start date for bargaining unit members, except for those members whose work year is defined separately within this agreement. Should the last day for students deviate from the published calendar, the last day for bargaining unit members shall shift also so that the number of days worked beyond student days shall not change. The Bargaining Unit Members' work year shall also be defined by these provisions, which shall be adhered to when creating the John Stark School Calendar:
- Up to five (5) days may be devoted to start and/or end of school year meetings, activities and professional development. Half of one of the opening days shall be dedicated solely to teacher preparation.
 - Parent/teacher conferences and Expo shall each count as one work day for bargaining unit members.
 - The bargaining unit members' work year shall not exceed 190 days, except for those members whose work year is defined separately within this agreement.
 - 50% of Early Release and Late Arrival days shall be devoted to collective teacher-driven data analysis and the development of student interventions; Administrators shall work with teacher leaders to support optimal productivity.
- b. School Counseling personnel may, at the discretion of the administration, be required to work up to an additional nine (9) days beyond the total days set forth in section "a" above. Two (2) days will be credited, toward the maximum of nine (9), to School Counseling personnel for their participation in extended hour counseling events. The remaining seven (7) days shall be distributed as follows: three (3) days immediately following the completion of the school year, three (3) days prior to the beginning of the next school year, and one (1) to be assigned at the discretion of the administration. All supplemental days worked by School Counseling personnel will be paid on a per diem basis based on the person's salary.
- c. \$4,000 shall be appropriated to support those departments that require additional budget preparation time.
- i. Department members shall obtain prior approval from the Principal for paid budget preparation work.
 - ii. Each individual Bargaining Unit Member shall be paid no less than \$20 per hour for up to 8 hours for this work to be done outside of the school day.
- d. JSTA and the Principal will collaborate on the school calendar as provided by the SAU one month prior to its adoption by the School Board.
- e. The purpose of the Lead Teacher positions is to provide support for school and SAU goals.

Lead Teachers will work an additional ten (10) days beyond the total days set forth in section "a". The administration will consult with the Lead Teachers in a timely manner in

regard to scheduling and plans for the aforementioned days. Except by mutual consent, the days will be worked within two weeks of the start and end of school.

Within the eight period schedule, the Lead Teachers will teach three blocks and will fulfill Lead Teacher duties during three blocks. Lead Teachers will have the same PLC, flex, advisory, and planning time as other members of the bargaining unit.

The Lead Teacher position is a non-evaluative position. This means that a Lead Teacher cannot conduct a formal observation of another member of the bargaining unit that will affect their employment status. Lead Teachers may participate in informal, peer observations and all other activities that members of the bargaining unit engage in.

Lead Teachers will be granted additional pay beyond the teaching salary outlined in the CBA as compensation for additional responsibilities. This additional pay is \$4500.00/year for each Lead Teacher. The number of Lead Teachers will be at the District's discretion based on school needs and budget.

Lead Teachers will be evaluated each year by March 15 on their achievement of goals set in collaboration with the principal or their designee. Lead Teachers may serve in the role for up to three years before going through an application process again.

2.2

- a. The teacher work week shall consist of no more than (3) three credit-bearing teaching blocks in a four-by-four block schedule or five (5) five credit-bearing teaching blocks in a seven or eight block schedule. In the event that a teacher is asked to take on more than three preparations, the teacher will be notified by administration in person. If a teacher's schedule changes after it has been set, the teacher will be promptly notified.
- b. In addition to the teaching blocks mentioned above, teachers may be assigned to an advisory/intervention block.
- c. Each teacher shall be given one (1) preparation block and one (1) meeting block. In addition, each teacher may be assigned a supervisory block.
- d. A teacher agreeing to teach more than five (5) credit-bearing classes shall receive compensation equal to twenty percent (20%) of their base salary. Teacher acceptance of such a contract that includes a sixth (6th) class is entirely voluntary. A teacher who agrees to teach an additional credit-bearing class may need to forgo the preparation block in a four-by-four or seven block schedule or shall not be assigned a supervisory block in an eight block schedule.
- e. It is understood that the above outlines the expectations for a full-time teacher. Reasonable modifications should be made to accommodate part-time teachers.

2.3

The Teachers' Association and the School Board agree to foster and support a learning-teaching environment, which includes flexibility, experimentation, and innovation. Any necessary changes to the above work week shall be negotiated between the Teacher's Association and the School Board.

2.4

- a. It is understood that the school day for students at John Stark Regional High School will not exceed seven hours. Bargaining Unit Members will be prepared prior to the start of

the school day and full-time Bargaining Unit Members will be available to students at the end of the school day.

- b. A school day begun late because of inclement weather will not exceed the normal closing time of school.
- c. To allow for sufficient time for completion of duties and committee work, John Stark Regional High School will have a minimum of two (2) abbreviated school days per school year.
- d. It is understood that abbreviated school days will shorten the school day for students, but that Bargaining Unit Members will work a complete school day.
- e. There will be no synchronous learning requirement made of teachers on any remote learning day. There will be a requirement for teacher engagement with students throughout the remote learning day.

2.5

- a. The School Board agrees that it will use diligent and reasonable efforts to secure substitutes for absent teachers. However, when a teacher is asked and volunteers to fill in for an absent colleague, they will be compensated \$25 per block that they provide coverage.
- b. By executing this Agreement, the Board acknowledges that the filling in for an absent colleague is a voluntary act by teachers and is not part of their regular job responsibilities.

2.6

Bargaining Unit Members who are required to work more days than they were originally contracted for shall be compensated on a per diem basis for the additional days worked as approved by the Superintendent. Documentation of the extra days worked must be submitted to the SAU office by the Teachers' Association by the end of the scheduled school year.

SECTION 3: TUITION AND PROFESSIONAL DEVELOPMENT COURSE REIMBURSEMENT

3.1 Course Reimbursement/Tuition Assistance

In order to support and encourage professional growth, the District will budget for tuition assistance for members of the Bargaining Unit an amount of \$60,000 per fiscal year.

i. Benefit: 100% reimbursement for up to sixteen (16) credits of reimbursement during a given fiscal year from an accredited institution at no greater cost than the current UNH graduate level rate for each full-time Bargaining Unit Member. Benefit is prorated for members working at least 50%.

ii. Eligibility: Bargaining Unit Members in at least their 2nd year of employment with the John Stark School District shall be eligible to apply for this benefit. Each course must be part of an approved Individual Professional Development Plan in order to be eligible for reimbursement. Coursework must be relevant to current teaching assignment and approved by the Superintendent. Eligibility is limited to individuals who are not receiving reimbursement from any other organization; i.e. G.I. Bill, scholarships or grants.

iii. Application and reimbursement process:

1. A Bargaining Unit Member must file an Application for Course Reimbursement to be approved by the School Principal and the Superintendent of Schools.
2. The Superintendent will return the Application for Course Reimbursement indicating approval or reason for denial.
3. Professional staff members are eligible for up to sixteen (16) credits per fiscal year until the \$60,000 has been exhausted.
4. First course requests will be approved on a first come/first serve basis. Once all professional staff members' first course requests have been filled, a round of second course requests will be considered. A third course will be eligible for reimbursement if funds are still available after all second requests have been filled.

First Round: July 1 to October 31

Second Round: November 1 to February 28

Third Round: March 1 to June 30

5. If funds remain unencumbered by June 1, teachers may apply to receive reimbursement for more than sixteen (16) credits. Such applications must be made by June 15. No previously unreimbursed requests will be approved after June 15.

iv. Prepayment of a Course:

1. Bargaining Unit Members requesting prepayment of a course shall be required to execute a salary reduction agreement at the time of the request for course approval and provide evidence of a passing grade of "B" or better within 30 days of the completion of the course. Failure to comply with these requirements will result in the implementation of the salary reduction agreement.
2. If the teacher withdraws from the class he/she must give notice to the District within fifteen (15) days. The teacher will be responsible for any money not recovered from the offering institution because of withdrawal.
3. Bargaining Unit Members who voluntarily leave the employment of the John Stark School District within a year after receiving course reimbursement shall be required to reimburse the District for course reimbursements made on the Bargaining Unit Member's behalf during the previous year.

3.2 SAUniversity 24

Bargaining Unit Members are eligible to use SAUniversity 24 credits as in-service credit for movement on the salary schedule found in Appendix A if he/she successfully completes (B or better or “pass” in a pass/fail course) a SAUniversity 24 course of study. SAUniversity 24 credits may be applied to column movement from Bachelors to Bachelors+24 or from a Masters to a Masters+24. For those Bargaining Unit Members off schedule or at MA+24, after the accumulation of 15 credits from SAUniversity 24, a one-time cash payment of \$2,000 will be awarded. This payment shall not compound. This bonus is available each time a new bundle of 15 credits has been accrued.

3.3 Professional Development

- a. Each Bargaining Unit Member is entitled to \$250 per year for professional development expenses. Bargaining Unit Members who are required to maintain dual certification will be allowed \$500. The Principal has the discretion to provide additional funds to individual Bargaining Unit Members on a case-by-case basis.
- b. Prior approval of the funding of professional development, events, conferences, and travel must be obtained from the Principal.

SECTION 4: SCHOOL LEAVE

4.1 Full-time Bargaining Unit Members will accrue sick leave with full pay at the rate of one and one-half (1 1/2) days per month during the school year up to a total of fifteen (15) days per year up to a maximum total accumulation of one hundred twenty (120) days.

4.2 A Bargaining Unit Member shall be entitled to a child rearing leave consistent with the FMLA P.L.103-3 or as amended. At the Bargaining Unit Member's option accumulated sick leave shall be available during child rearing leave. A Bargaining Unit Member may apply to the School Board for additional leave time.

4.3 **Extended Leaves of Absence**

A Bargaining Unit Member's request for an extended leave of absence without pay or for reduction to part-time status may be granted at the sole discretion of the Board. Such leave may not exceed one year in length. Requests shall be made to the Board with 45 days notice to allow for vacated positions to be filled. Extenuating circumstances will be considered on a case by case basis.

The Bargaining Unit Member shall give the Board notice of the intended return date at the time the request for leave. The Board may consider start and end dates of the academic quarter, semester, or other scheduled breaks as a basis of their decision. Non-compliance with the return date shall constitute resignation by the Bargaining Unit Member.

Bargaining Unit Members on an Extended Leave of Absence will be subject to the same terms relating to termination and reduction in force as apply to all other Bargaining Unit Members under this agreement. Whenever possible, the Board will reinstate the Bargaining Unit Member to the same or similar position, unless the Bargaining Unit Member requests a different position and such request is agreed upon between the Bargaining Unit Member and the Superintendent.

4.4 **Personal Leave**

Each Bargaining Unit Member shall be entitled to three (3) days of personal leave at full salary to attend to a personal matter requiring attention during the regular school day. Personal days cannot be used to extend vacation or holidays. Except in the case of an emergency, requests for personal days will be made of the Principal in advance and at the earliest possible date. Additional days may be granted at the discretion of the Principal.

4.5 **Bereavement Leave**

Each Bargaining Unit Member shall be entitled to four (4) days of bereavement leave at one time at full salary in the event of the death of an employee's loved one. This includes, but is not limited to, a spouse, domestic partner, child, son-in-law, daughter-in-law, parent, sibling, grandparent, mother-in-law, father-in-law, or other individual fulfilling a similar role. Additional days may be granted at the discretion of the Principal.

4.6 By approval of the Superintendent or designee, members of the Association (officers, delegates or negotiation team) shall receive up to two (2) days per year without loss of pay to attend official functions of the Association.

SECTION 5: PROFESSIONAL COMPENSATION

5.1 Salary Schedule

All Bargaining Unit Members will be placed on the John Stark Regional High School Salary Schedule (Appendix A) based on experience. Members who are off matrix shall receive a \$2,500 increase each year.

5.1.1 Horizontal Salary Track Adjustment

The following criteria shall apply to requests for placement and horizontal salary track adjustments on the John Stark Salary Schedules

- a. To qualify for placement on, or horizontal adjustment to, the BA or MA salary track, Bargaining Unit Members must have earned a Bachelor's degree or a Master's degree, respectively, from an accredited, degree granting, post-secondary educational institution.
- b. Only credits earned after obtaining a Bachelor's degree will be considered for placement on the BA+24 salary track.
- c. Only credits earned after obtaining a Master's degree will be considered for placement on the MA+24 salary track.
- d. Newly hired Bargaining Unit Members who have earned a doctorate degree will be placed on the MA+24 salary track.

5.2 Co-curricular

The recognized co-curricular salary schedule is found in Appendix B and the recognized athletics salary schedule is found in Appendix C. The salaries shown in Appendix B and Appendix C shall be effective for the duration of the contract.

- a. A positive written performance review shall entitle the person who held the position the previous year to the right of first refusal.
- b. All new co-curricular activities shall be presented to the School Board for initial approval. A one-year trial period for all new co-curricular activities is required prior to the position receiving a stipend. At the conclusion of the one-year trial period and with the approval of the Principal, the advisor shall present evidence that the activity is viable and request that a stipend be assigned to the position. If the activity is given final approval by the School Board, a stipend for the newly created co-curricular position shall be negotiated between the School Board and the John Stark Teachers' Association in accordance with the formula used to develop Appendix B. The School Board may waive or reduce the one-year trial period for new co-curricular activities upon recommendation of the Principal.
- c. The yearbook stipend and stipends associated with theater productions exist outside of the co-curricular formula.
- d. A co-curricular vacancy will be posted internally by the Superintendent or designee for five (5) days except in the case of emergency. Notification will be given to the president of the Association five (5) days prior to advertising.

- e. The School Board annually reserves the right to offer or not offer a stipend for activities from Appendix B and Appendix C. The School Board also reserves the right to adjust the amount allocated for an activity to account for the number of student participants, in order to ensure appropriate supervision.
- f. The athletic director, in conjunction with the Principal, will determine the number of coaches necessary to offer a sport in a given season. The stipend allocation for each sport, as found in Appendix C, shall be in effect for the duration of the contract, regardless of the number of coaches who may share a position.
- g. Any new stipended position, including committee positions, will be posted internally for seven days. The posting will include a job description and will follow a pay schedule developed by mutual agreement between the Board and JSTA.

SECTION 6: BENEFITS

- 6.1 The School Board shall provide health insurance benefits for all Bargaining Unit Members, and will contribute 100% of the premium of the Health Trust Lumenos 2500/5000 plan or its equivalent.

The John Stark School District will offer only High Deductible Health Insurance Plans backed by Health Savings Accounts (HSAs). For the duration of this contract, the District will offer Health Trust's Lumenos 2500/5000 plan or its equivalent.

6.2 Health Savings Account:

All Bargaining Unit Members will receive contributions from the John Stark School District towards their Health Savings Accounts.

- a. **HSA Funding:** For 2022-2023 only, the District will contribute 20% of the amount of the plan deductible to Bargaining Unit Members' HSA accounts. If a Bargaining Unit Member begins employment midyear, these HSA contributions shall be prorated according to the calendar year in which they were hired. Part-time Bargaining Unit Members (above .4 FTE) will receive prorated contributions commensurate with their part-time status.
- b. **Wellness Objectives:** All Bargaining Unit Members will be eligible to earn up to \$1,000 in contributions to their HSA in 2022-2023 by completing a set of personal wellness objectives. In 2023-2024, Bargaining Unit Members will be eligible to earn up to \$750 in contributions to their HSA. In 2024-2025, Bargaining Unit Members will be eligible to earn up to \$500 in contributions to their HSA, after which the wellness benefit will end.

The District will make available a schedule of available wellness activities in which Bargaining Unit Members can participate throughout the school year in order to meet their objectives and earn their contributions. The wellness objective is separate from District HSA contributions.

- c. **Education, Training and Support:** The District shall provide tools, training and assistance for Bargaining Unit Members to better understand their High Deductible Plan, and how to best maximize the use of their deductibles.
 - d. **HSA Enrollment:** Bargaining Unit Members without an existing HSA may enroll for an HSA through an arrangement provided by the District.
 - e. **Transferability:** Health Savings Accounts are owned by Bargaining Unit Members, and as such travel into and out of the District with these individuals.
- 6.3 Bargaining Unit Members who show proof of otherwise being covered by a comparable health insurance plan not funded by the District will be eligible for compensation of \$2000 in lieu of the District's health plan (opt-out). Bargaining Unit Members who receive a cash benefit will be assessed 100% of the employer's taxes (and retirement costs) of this cash payment.

Full time Bargaining Unit Members will be compensated \$2,000

If 30% or above of Bargaining Unit Members take the opt-out, the compensation rate will increase to:

- \$2,500 per year for a single plan.
- \$5,000 per year for a two person or family plan

If 40% or above of Bargaining Unit Members take the opt-out, the compensation rate will increase to:

- \$3,000 per year for a single plan.
- \$6,000 per year for a two person or family plan

If 50% or above of Bargaining Unit Members take the opt-out, the compensation rate will increase to:

- \$4,000 per year for a single plan.
- \$7,000 per year for a two person or family plan

Current Bargaining Unit Members who receive cash-back in lieu of health insurance but are covered by a district plan will be held to the current cash-back amount of \$2,000.

6.4 For the contract period the District will provide a single, two person, or family “coverage 1J” dental insurance program. Bargaining Unit Members have the option of buying up to any higher level of dental plan.

6.5 The District shall provide at no cost to the employees a long-term disability policy that provides no less benefit than set forth in the policy effective 01 July 2007 (Group Policy # 94482), amended 01 July 2010. Upon a qualifying disability, the policy shall provide for the following:

1. A waiting period of ninety calendar days.
2. Replacement of 66 and 2/3's percent of the employee's income for the period of disability set forth in the insurance policy not to exceed four thousand (\$4,000) dollars per month.
3. The selection of the provider shall be at the sole discretion of the district. Should the level of benefits set forth in the policy effective 01 July 2007 (Group Policy # 94482), amended 01 July 2010 become unavailable, the Board shall meet with the Association to reach a mutually agreeable alternative.

6.6 The District will provide 100% of the cost of a Term Life Insurance and Accidental Death and Dismemberment Insurance Policy for each member of the bargaining unit. The amount of the insurance provided shall be equivalent to one year's salary or \$50,000 whichever is greater. Bargaining Unit Members shall have the option to increase the amount of this coverage, at their own expense, to the extent the policy issued to the District allows.

6.7 Bargaining Unit Members who leave John Stark Regional High School and have accrued at least 15 years of service at John Stark shall be given a retirement benefit in their departure year as follows:

15 years of service: 55% of the accrued sick days up to 120 days total accrual at 70% per diem that corresponds to base step salary of the salary track on in the year of departure.

20 years of service: 75% of the accrued sick days up to 120 days total accrual at 70% per diem that corresponds to the base step salary of the salary track on in the year of departure.

25 years of service: 100% of the accrued sick days up to 120 days total accrual at 85% per diem that corresponds to the base step salary of the salary track on in the year of departure.

Payment of this benefit shall be made at the beginning of July following the Bargaining Unit Member's last year if notification was given to the Board by November 30th of the member's final teaching year. If notification is not given by November 30th), payment will be delayed until the beginning of the second July following the member's final year at John Stark. A Bargaining Unit Member who is retiring from John Stark and is eligible for this benefit will be paid by July 30th following the end of the school year of their retirement as long as notification took place by November 30th, of the prior year.

6.8 Subject to the insurance carrier's permission a Bargaining Unit Member will be allowed to purchase an additional 24 months of medical insurance beyond the Cobra allowance at their own expense.

6.9 **Sabbatical Leave**

A Bargaining Unit Member is eligible for sabbatical leave after seven years of service at John Stark Regional High School. Any Bargaining Unit Member on sabbatical leave will be at half pay, receive the benefit package as outlined in 6.1 through 6.6, and will be eligible for tuition and professional development reimbursement afforded full-time equivalent Bargaining Unit Members under this agreement. The Bargaining Unit Member must propose a project for a half school year or a full school year. Only one Bargaining Unit Member may be on a sabbatical at a time. Any Bargaining Unit Member requesting a sabbatical leave will make a project presentation to the Principal that outlines the benefit of the project to JSRHS. The JSRHS Principal will determine if the project is worthwhile and pass his/her recommendation to the Superintendent. The Superintendent will present his/her recommendation to the School Board for final approval.

If more than one sabbatical is requested for the same time period, the Principal will rate the projects as each serves the interest of the school and make a recommendation to the School Board for approval. After the Bargaining Unit Member returns from sabbatical, he/she will provide JSRHS with a minimum of two years of service. The remaining service requirement will be agreed to by a contract signed by the Bargaining Unit Member prior to their sabbatical which will require payment to the District of the equivalent of 1/4 of the teacher's last annual salary for each year not served. For budgetary reasons, Bargaining Unit Members are encouraged to notify the School Board of their intent for sabbatical leave by November 30th of the year prior to the requested leave.

6.9.1 **Early Retirement**

A Bargaining Unit Member may be eligible if they fulfill the following requirements:

1. Show proof of intent to retire from the John Stark School District
2. Are 55-59 years of age
3. Have completed fifteen (15) or more years of teaching service to the John Stark School District

Those Bargaining Unit Members notifying the Board of their intent to retire by November 30th of the year prior to their last teaching year will have priority for eligibility for early retirement. For budgetary reasons, Bargaining Unit Members are encouraged to notify the School Board of their intent to retire by November 30th prior to their last year of service. The Board may consider requests submitted after the November 30th deadline to address special circumstances. Should any Bargaining Unit Member, who has qualified for early retirement in

accordance with the terms above die before receiving any payment due, the district will make payment to the beneficiaries of the deceased employee.

Those members eligible for early retirement will receive a one time benefit of 45% of their last full-time year's salary and the value of a single health insurance plan up to \$4,000 per year for five (5) years. The Board shall honor three (3) requests per year. If more than three (3) members request early retirement in a given year and the Board decides not to grant more than three, then it will be granted to the Bargaining Unit Member with the greatest seniority in the John Stark School District. If a tie were to exist, it would be granted to the person with the earliest date of hire. If a tie still existed, then it would be decided by a coin flip.

Notwithstanding any other provision in this agreement, the separation benefit under this section may be divided into (2) separate payments. The first lump sum payment shall be due and payable within sixty (60) days after the employee's retirement, and shall equal the maximum portion of the separation benefit that will not result in the New Hampshire Retirement System assessing the District for "spiking," currently codified as RSA 100-A:16 III-a. The second lump sum payment shall be due and payable 121-150 days after the employee's retirement so as to prevent the District from being assessed by the New Hampshire Retirement System, and shall equal the remainder of the separation benefit that was not paid in the first lump sum.

6.9.2 Sick Leave Bank

The John Stark School Board agrees to continue to allow a sick leave bank to cover members of the John Stark Regional High School Bargaining Unit in the event of long-term illness. The sick leave bank is in existence in order to ensure the financial security of its members. Rules for membership and the establishment of by-laws for participation shall be established by representatives from the John Stark Teachers' Association. The John Stark Teachers' Association shall provide the Board with copies of the membership rules and by-laws. At the end of each semester, the John Stark Teachers' Association shall provide the Board with usage information for the semester. The Board may raise any objection it may have about usage of the sick bank by a member.

Accumulated days in the sick leave bank as of 12/31/01 will stay in the sick leave bank and be utilized until two hundred (200) days remain. After this time, the sick leave bank can reach a maximum of two hundred (200) days.

When the sick leave bank drops below the two hundred (200) day level, Bargaining Unit Members may donate additional days to bring the total back to that level.

The sick leave bank shall not be accessed until the member has exhausted all accrued sick leave available to them. Sick leave and disability benefits cannot be utilized at the same time. Any member who qualifies for long-term disability may not access the sick leave bank.

The Association shall inform the SAU by October 15th of each year of the members who have donated days to the sick leave bank so said days can be deducted from the members' yearly entitlement. The SAU will maintain a record of the total days accumulated in the sick leave bank.

SECTION 7: BARGAINING UNIT MEMBERS' RIGHTS

7.1 The John Stark Regional School Board or the John Stark Regional Teachers' Association shall not discriminate based on race, color, religion, gender, sexual orientation, age, marital status, place of origin or handicap. This does not displace any contractual obligation made by the District.

7.2 Representation

Any member of the bargaining unit shall be entitled upon request to representation from the bargaining unit in any meeting or matter in which the member is involved.

7.3 Just Cause

No member of the bargaining unit shall be disciplined without just cause. If a complaint is made against a member that may require disciplinary action, an investigation into the complaint should involve an equitable and timely opportunity for the member to present explanations and evidence.

All records of an investigation, including the originating complaint, that resulted in a finding of no wrongdoing shall be expunged from the member's personnel file and all district files and shall not be used in the member's evaluation.

The just cause standard shall not apply to termination or the nonrenewal of a probationary Bargaining Unit Member as described in RSA 189:13 and 14.

7.4 Personnel File

No material shall be placed in a Bargaining Unit Member's personnel file unless the member has had an opportunity to review the material and be given a copy of such. The member shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The member shall also have the right to submit a written answer to such material and this answer shall be reviewed by the Superintendent or designee and attached to all copies.

A Bargaining Unit Member shall be entitled to review his/her personnel file at any time with sufficient notice to the Superintendent or his/her designee to allow retrieval, review, and replacement of the file within normal business hours.

7.5 Posting of Positions

As soon as a vacancy exists within the John Stark School District, notice of the vacancy will be posted by the Superintendent in the building. Additionally, notification will be given to the President or Vice President or their designee(s) of the Association. This vacancy notice will include job title and the requirements for the position. Posting of positions will remain on display for at least five calendar days.

7.6 Reduction in Force

Whenever it is necessary to decrease the total number of FTEs in this bargaining unit, the School Board shall terminate the necessary employees in a non-arbitrary fashion that is demonstrably in the best interest of the school. In identifying which teachers to release or recall, the School Board shall consider all of the following factors:

1. seniority
2. academic preparation and professional growth
3. performance evaluations
4. certification and experience in the certified area

The District will make every reasonable effort to minimize the effects of any reduction in force by such means as letting terminated positions close through attrition resulting from retirement, voluntary resignation, or other means. In addition, the Superintendent will meet with Association President or designee to discuss possible ramifications of reductions and possible routes to minimize said ramifications. Teachers who face layoff may replace those in the same area of certification who are on leaves of absence or sabbatical. All other factors listed above being equal, no continuing contract teacher in the District within the affected area of certification shall be laid off before a probationary Bargaining Unit Member.

The District will assure rights to re-employment should positions open for which the laid off employees are qualified.

With all other factors except seniority being equal, the District shall lay off personnel in inverse order of their years of full-time service in the District in the affected area of certification and must reinstate them in inverse order of their being laid off, with no loss of credit for previous years of service.

Seniority within the affected area of certification shall be determined by:

First, years of service to the District in the affected area of certification;

Then, total years of service teaching in the district;

Then, overall experience credited to the certified employee;

Then, should a tie exist, the Board and, if possible, the affected teachers shall conduct a lottery to determine the teacher with the greatest service.

Years of service to the District will be determined by the equivalent number of full-time years worked (ex. two years half-time equals one year full-time). If there is a tie, date of election within the District shall be the determining factor.

Teachers who teach in multiple subject areas (i.e. math/science) will be granted one (1) full year of service credit towards seniority in each of the subject areas taught.

The District will notify the affected personnel as early as it possibly can, but no later than April 15.

The District will notify the Association at the same time it notifies the certified employee(s) affected.

The notice to the Association and the affected employee(s) will include reasons for the reduction in force and reasons for the selection of the particular employee(s).

Laid off certified personnel must annually, by March 1, or such other date as mutually agreed to by the Association and the Superintendent, advise the Superintendent's office in writing of their current address and availability for employment. If a laid-off employee refuses an offer for re-employment in an area in which he or she is qualified, the employee shall forfeit his or her right to re-employment under the terms of this section.

If the job previously held by a laid-off employee is reinstated, then the laid-off employee shall be given the first opportunity to retake the position assuming such employee has complied with the notice requirements above.

7.7 **Transfers**

Teachers whose positions must be substantively changed will be notified of such transfer in writing as early as possible. Whenever possible, a voluntary transfer will be considered. A teacher affected by a transfer will be consulted before the final decision is rendered, but the final decision rests with the Superintendent. Any involuntary transfer shall be made only after a meeting between the teacher involved and the Principal, at which time the teacher shall be notified of the reason for the transfer. In the event that a teacher objects to the transfer, the teacher may request a meeting with the Superintendent and a representative from the Association to discuss the transfer. The decision of the Superintendent is final.

SECTION 8: GRIEVANCE PROCEDURE

- 8.1 The parties agree that in the event of a dispute arising under the terms of this contract, Bargaining Unit Members shall be entitled to the benefits of the following grievance procedure:

Definitions

- a. A "Grievance" shall mean a complaint by a Bargaining Unit Member, or the Association that there has been a violation, misinterpretation, or the inequitable application of any of the provisions of this contract. Grievances shall be limited to the provisions of the contract.
- b. A "grievant" is the person or persons making the complaint.
- c. The term "days" when used in this section shall, except when otherwise indicated, mean calendar days.
- d. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.

8.2 Initiation and Processing

Level One - Principal

- a. Any grievance to be processed pursuant to this procedure must be initiated within thirty (30) days of the known occurrence of the event which gives rise to the complaint.
- b. Any grievant may discuss the grievance with the immediate supervisor in an attempt to resolve the matter informally at that level.
- c. If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant, the grievant will within fourteen (14) days set forth the grievance in writing specifying: 1) the nature of the grievance; 2) the provisions of contract policy or practice violated; and 3) the action desired. The Principal shall communicate a decision in writing to the grievant and the Association within fourteen (14) days of the receipt of the written grievance.

Level Two - Superintendent

The grievant, no later than fourteen (14) days after receipt of the Principal's decision, may appeal that decision to the Superintendent of Schools. The appeal must be made in writing, including the matter submitted to the Principal, as specified above, and the dissatisfaction with the decisions previously rendered. The Superintendent shall meet with the grievant to attempt to resolve the matter, as quickly as possible but within a period not to exceed fourteen (14) days. The Superintendent shall communicate his/her decision in writing to the grievant(s) and the Association within fourteen (14) days after the meeting.

Level Three - School Board

If the Superintendent's decision does not resolve the grievance to the satisfaction of the grievant, the decision may be appealed to the School Board within fourteen (14) days of receipt of the answer in Level Two. The grievant shall have the right to appear before the Board to present evidence and argument for the Board's consideration. The decision of the Board shall be made and transmitted in writing to the grievant no later than thirty (30) days from the time of submission of the grievance to the Board.

Level Four - Arbitration

If the decision of the School Board does not resolve the grievance to the satisfaction of the grievant, and a third party review is desired, the grievant shall notify the Association within five (5) days of the School Board's decision. If the Association determines that the matter should be arbitrated, it shall, in writing, so advise the School Board within ten (10) days of receipt of the grievant's request. The parties will then initiate a request for arbitration according to the rules of the American Arbitration Association, which are hereby incorporated in this Agreement.

The decision of the arbitrator shall be binding and shall be submitted to the School Board and the Association.

8.3 Costs

The fees and expenses of the arbitrator will be shared by the two parties equally.

8.4 Rights of Bargaining Unit Members to Representation

- a. A grievant may be represented at all stages of the grievance. Any party in interest who is a member of the Association may be represented by a representative selected by the Association. The Association may appear and be heard at any stage of the grievance procedure.
- b. When a Bargaining Unit Member is not represented by the Association in the processing of a grievance, the Association shall at the time of the submission of the grievance to the Principal, or any higher level, be notified by the Principal in writing that the grievance is in process. The Association shall also be notified by the Superintendent in advance of any hearing and shall have the right to be present and state its position at all hearing sessions held concerning such grievance and shall receive a copy of all decisions rendered. Any resolutions of this grievance shall not be inconsistent with the terms of this agreement.
- c. The Board shall assure that the parties in interest and witnesses are guaranteed freedom from restraint, interference, coercion, discrimination, or reprisal with respect to the processing of the grievance.

8.5 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance be alluded to in any communication between the administration and said prospective employer.

8.6 When appropriate to the context of a grievance, the grievance may be initiated at Level Two.

8.7 The parties may extend grievance timelines by written mutual consent.

SECTION 9: RESERVATIONS TO THE VOTERS

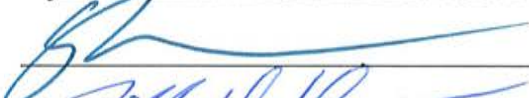



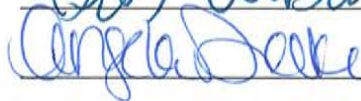
9.1 While terms of this agreement have been a product of good faith negotiations, both parties recognize the fact that funds negotiated in this agreement must be appropriated by the district. Any agreement reached which requires the expenditure of such funds for its implementation shall not be binding on the School Board, unless and until the appropriations have been made by the voters of the district.

The School Board shall make a good faith effort to secure the funds necessary to implement said agreements. If the School Board proposed budget for the implementation of this agreement is not approved, negotiations may be reopened.

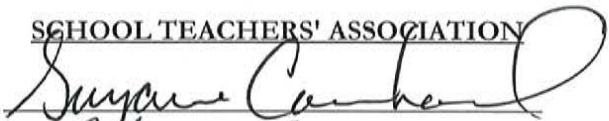
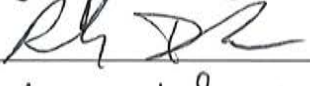

DATE: May 11, 2022

JOHN STARK REGIONAL HIGH SCHOOL

JOHN STARK REGIONAL SCHOOL BOARD

SCHOOL TEACHERS' ASSOCIATION

**APPENDIX A
SALARY SCHEDULE**

2022-2023				
	BA	BA+24	MA	MA+24
1	39,343.36	42,608.38	46,230.36	49,087.99
2	40,051.54	43,375.33	47,062.50	49,971.57
3	40,772.47	44,156.09	47,909.63	50,871.06
4	41,506.37	44,950.90	48,772.00	51,786.74
5	42,253.49	45,760.02	49,649.89	52,718.90
6	43,014.06	46,583.70	50,543.59	53,667.84
7	43,788.31	47,422.20	51,453.38	54,633.86
8	44,576.49	48,275.80	52,379.54	55,617.27
9	45,378.87	49,144.76	53,322.37	56,618.38
10	46,195.70	50,029.37	54,282.17	57,637.51
11	46,710.70	50,801.87	55,259.25	58,674.99
12	47,225.70	51,574.37	56,253.92	59,731.14
13	47,740.70	52,346.87	57,266.49	60,806.30
14	48,255.70	53,119.37	58,297.29	61,900.81
15	48,770.70	53,891.87	59,346.64	63,015.03
16	49,285.70	54,664.37	60,414.88	64,149.30
17	49,800.70	55,436.87	61,502.34	65,303.99
18	50,315.70	56,209.37	62,609.38	66,479.45
19	50,830.70	56,981.87	63,736.36	67,676.09
20	51,345.70	57,754.37	64,883.61	68,894.26

2023-2024				
	BA	BA+24	MA	MA+24
1	40,523.66	43,886.63	47,617.27	50,560.63
2	41,253.09	44,676.59	48,474.38	51,470.72
3	41,995.64	45,480.77	49,346.91	52,397.19
4	42,751.56	46,299.43	50,235.16	53,340.34
5	43,521.10	47,132.82	51,139.39	54,300.47
6	44,304.48	47,981.21	52,059.90	55,277.88
7	45,101.96	48,844.87	52,996.98	56,272.87
8	45,913.79	49,724.08	53,950.92	57,285.79
9	46,740.24	50,619.10	54,922.04	58,316.93
10	47,581.57	51,530.25	55,910.64	59,366.64
11	48,112.02	52,325.92	56,917.03	60,435.24
12	48,642.47	53,121.60	57,941.54	61,523.08
13	49,172.92	53,917.27	58,984.48	62,630.49
14	49,703.37	54,712.95	60,046.21	63,757.83
15	50,233.82	55,508.62	61,127.04	64,905.48
16	50,764.27	56,304.30	62,227.32	66,073.77
17	51,294.72	57,099.97	63,347.41	67,263.11
18	51,825.17	57,895.65	64,487.67	68,473.84
19	52,355.62	58,691.32	65,648.45	69,706.37
20	52,886.07	59,487.00	66,830.12	70,961.09

	2024-2025			
	BA	BA+24	MA	MA+24
1	41,739.37	45,203.23	49,045.78	52,077.45
2	42,490.68	46,016.89	49,928.61	53,014.84
3	43,255.51	46,845.20	50,827.32	53,969.11
4	44,034.11	47,688.41	51,742.22	54,940.55
5	44,826.73	48,546.80	52,673.57	55,929.48
6	45,633.61	49,420.64	53,621.70	56,936.21
7	46,455.02	50,310.21	54,586.89	57,961.06
8	47,291.20	51,215.80	55,569.45	59,004.36
9	48,142.45	52,137.68	56,569.70	60,066.44
10	49,009.01	53,076.15	57,587.96	61,147.64
11	49,555.38	53,895.70	58,624.54	62,248.30
12	50,101.74	54,715.24	59,679.79	63,368.77
13	50,648.10	55,534.79	60,754.01	64,509.40
14	51,194.47	56,354.34	61,847.59	65,670.57
15	51,740.83	57,173.88	62,960.85	66,852.64
16	52,287.19	57,993.43	64,094.14	68,055.99
17	52,833.56	58,812.97	65,247.83	69,281.00
18	53,379.92	59,632.52	66,422.30	70,528.05
19	53,926.29	60,452.06	67,617.90	71,797.56
20	54,472.65	61,271.61	68,835.03	73,089.92

**Bargaining unit members who were on Salary Matrix A between steps 9-14 and on the BA or BA24 track in the 21-22 contract, will receive a 1.8% increase in each year of this contract.*

**APPENDIX B
CO-CURRICULAR SALARY SCHEDULE**

ACTIVITY	STIPEND	ACTIVITY	STIPEND
Amnesty International	\$1,504.02	Yearbook	\$ 4,399.50
Anime-Gamers Club "Gamers"	\$1,718.88 (2)	Theatre Director (Musical)	\$ 4,772.25
Art Club/Nat'l Art Honor Society	\$1,396.59	Theatre Director (Non-musical)	\$ 4,772.25
DECA	\$1,718.88 (2)	Theatre Technical Director (Fall)	\$ 2,147.25
French Honor Society	\$1,289.16	Theatre Technical Director (Spring)	\$ 2,147.25
Freshman Class Advisor	\$1,396.59 (2)	Musical Director (Conductor)	\$ 2,147.25
Granite State Challenge	\$2,256.04	Theatre Vocal Coach	\$ 2,147.25
Junior Class Advisor	\$1,718.88 (2)	Production Company	\$ 3643.50
Leo Club	\$1,718.88	<p>All stipends were derived according to a formula that determines the compensation for the present and future activities. All stipends are level funded for the term of the contract. Activities that have more than 30 students participating will have two stipends at the listed amounts, as indicated by (2), to allow for sufficient supervision.</p> <p>Clubs that are inactive, but were initially on the CBA - SADD; Snowboard Club; Washington Up Close; Student Newspaper; Public Relations/JSR Newspaper; Outing Club</p>	
Math Team	\$1,504.02		
Model United Nations	\$1,718.88		
National Honor Society	\$1,181.73 (2)		
Pep Band Advisor	\$2,148.61		
Photography Club	\$1,396.59		
Robotics Club	\$2,470.90		
Senior Class Advisor	\$1,826.32 (2)		
Sophomore Class Advisor	\$1,504.02 (2)		
Spanish Honor Society	\$1,181.73		
Student Council	\$1,504.02		
Tri-M Music Honor Society	\$859.44		

**APPENDIX C
ATHLETICS SALARY SCHEDULE**

FALL SPORTS		
SOCCER		
Freshman Girls Soccer	\$2,016	\$10,432
JV Girls Soccer	\$3,644	
V Girls Soccer	\$4,772	
Freshman Boys Soccer	\$2,016	\$10,432
JV Boys Soccer	\$3,644	
V Boys Soccer	\$4,772	
CROSS COUNTRY		
V Boys Cross Country	\$2,641	\$5,282
V Girls Cross Country	\$2,641	
GOLF		
Golf	\$2,641	\$2,641
FOOTBALL		
Freshman Football	\$2,147	\$13,981
JV Assistant Football	\$2,147	
JV Head Football	\$2,273	
V Assistant Football	\$2,641	
V Head Football	\$4,772	
FIELD HOCKEY		
JV Field Hockey	\$3,644	\$8,416
V Field Hockey	\$4,772	

CHEERLEADING		
JV Cheerleading - Fall	\$2,147	\$4,788
V Cheerleading - Fall	\$2,641	
BASS FISHING		
Bass Fishing	\$368	\$368
WINTER SPORTS		
ALPINE SKIING		
Alpine Skiing	\$2,641	\$2,641
INDOOR TRACK		
Indoor Track	\$2,641	\$2,641
BASKETBALL		
Freshman Girls Basketball	\$2,016	\$12,568
JV/Assistant Varsity Girls	\$4,772	
V Girls Basketball	\$5,780	
Freshman Boys Basketball	\$2,016	\$12,568
JV/Assistant Varsity Boys	\$4,772	
V Boys Basketball	\$5,780	
Unified Basketball	\$788	\$788
CHEERLEADING		
JV Cheerleading - Winter	\$2,147	\$4,788
V Cheerleading - Winter	\$2,641	
WRESTLING		
JV Wrestling	\$2,147	\$6,919
V Wrestling	\$4,772	

ICE HOCKEY		
JV Ice Hockey	\$2,147	\$6,919
V Ice Hockey	\$4,772	
SWIMMING		
Swimming	\$2,147	\$2,147
VOLLEYBALL		
JV Girls Volleyball	\$3,644	\$8,416
V Girls Volleyball	\$4,772	
JV Boys Volleyball	\$3,644	\$8,416
V Boys Volleyball	\$4,772	
Unified Volleyball	\$788	\$788
EQUESTRIAN		
Equestrian Team	\$2,641	\$2,641
SPRING SPORTS		
TRACK		
Girls Track	\$4,772	\$9,544
Boys Track	\$4,772	
BASEBALL		
JV Baseball	\$3,644	\$8,416
V Baseball	\$4,772	
SOFTBALL		
JV Softball	\$3,644	\$8,416
V Softball	\$4,772	

LACROSSE		
JV Girls Lacrosse	\$2,147	\$6,919
V Girls Lacrosse	\$4,772	
JV Boys Lacrosse	\$2,147	\$6,919
V Boys Lacrosse	\$4,772	