AGREEMENT BETWEEN

STRATFORD TEACHERS ASSOCIATION

AND

STRATFORD SCHOOL BOARD

JULY 1, 2012 – JUNE 30, 2015

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PREAMBLE

Agreement, made ***December 1, 2011***, by and between the Stratford School Board, hereinafter called the "Board"and the Stratford Teachers' Association, hereinafter called the "Association".

WITNESSETH:

Whereas, the parties have negotiated and have reached certain understandings which they desire to confirm in this agreement. Therefore, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

The Stratford Teachers' Association of the N.E.A./N.H. is hereby recognized as the exclusive bargaining representative for the following full-time professionally certified degree personnel engaged in providing educational services in accordance with the provisions of RSA 273-A for teachers, guidance counselors, and librarians. Negotiations may include the terms and conditions of employment pursuant to RSA 273-A.

During the term of this agreement, the Board agrees not to negotiate with any teacher organization other than the designated unit in regard to any matter subject to negotiation as long as the Stratford Teachers' Association shall remain the certified bargaining unit as designated by the Public Employee Labor Relations Board. Provided, however, that this shall not prevent the Board from communicating or consulting with any individual teacher or group of teachers for any purpose the Board deems desirable in the discharge of its responsibilities. Nothing in this agreement is to be construed to preclude the personal appearance before the Board by any employee on his or her behalf.

ARTICLE II - NO DISCRIMINATION

The Association agrees to represent equally all teachers without regard to race, color, creed, age, sex, marital status or membership in the Association, except for non-payment of dues, as stated (RSA 273-A.5IIC). The Board agrees not to discriminate against a teacher because of race, color, creed, age, sex, marital status or membership in the Association.

ARTICLE III - 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 to direct and manage all activities of the school district.

The parties understand that neither the Board nor the Superintendent may lawfully delegate powers, discretions, and authorities which by law are vested in them and this agreement shall not be construed so as to limit or impair their respective statutory powers, discretions, and authorities.

ARTICLE IV - NEGOTIATION PROCEDURE

On or before October I of the appropriate year, the Association shall notify the Board of its intent to negotiate. Jointly they will determine a date for meeting to informally discuss concerns, establish ground rules, and set dates for succeeding meetings. Within one week of this first meeting, the parties will exchange proposals on changes to the contract concerning terms and conditions of employment they wish to bargain so that they can enter into negotiations in a good faith effort to reach agreement. Any agreement reached shall be reduced to writing and signed by the Board and the Association. 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 approved by the voters of the district. The Board shall make a good faith effort to secure the funds necessary to implement said agreements. If such funds are not forthcoming, the Board and the Association shall resume negotiations concerning terms and conditions of employment in accordance with the provisions of this agreement.

The ground rules for these meetings shall, unless mutually agreed to at the first meeting, be:

1. Anything said at these meetings shall be held in confidence until a tentative agreement is reached on the strictest confidence with no reprisals, so that feelings may be freely expressed.
2. Press releases will be done jointly.
3. Records will be kept by both parties as notes.
4. All issues to be discussed will be introduced by the fourth meeting.
5. Members will be advised if outside consultants will be attending any meetings.

If the parties fail to reach agreement on any matter or matters concerning terms and conditions of employment, either party may declare an impasse pursuant to RSA 273-A:12.

The parties will then attempt to mutually select a mediator of their own choosing. If no agreement is reached on a mediator, either party may request the American Arbitration Association or Public Employees Labor Relations Board to appoint a mediator for the purpose of assisting the parties in reconciling their differences and resolving the controversies on terms which are mutually acceptable.

The American Arbitration Association will, within ten (10) days after the receipt of such a request, appoint a mediator in accordance with rules and procedures prescribed by it for making such appointment. The mediator will meet with the parties or their representative or both forthwith, either jointly or separately, and will take such other steps as he may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator shall be limited to a maximum of three (3) mediation meetings. The costs for the service of the mediator, including, if any, per diem expenses and actual and necessary travel and subsistence expenses, will be shared equally by the Board and the Association.

ARTICLE V - PROFESSIONAL COMPENSATION

A. The basic salaries of professional employees covered by this agreement are set forth in Appendix A, which is attached to and incorporated in this agreement. Such salary schedule shall remain in effect during this term of this agreement. The base salary is increased by $400 in each of the years of the agreement. Teachers who are off-step receive the higher of the top step salary or their previous year's salary plus a $1,000 increase for each of the three years. The maximum starting pay for new hires will be step fourteen (14) of the salary schedule.

B. Placement on the salary schedule shall be in accordance with the years of experience, highest degree consistent with assignment, and the number of semester hours earned beyond said degree. No newly hired unit member shall be placed on a step higher than a currently employed unit member with equal training and experience; however, the Board reserves the right to negotiate a placement on the salary schedule less than described above if the applicant is interested. The Superintendent has the right in extreme emergencies to hire a new teacher at a rate higher than the salary schedule. The extreme emergency means that the position is difficult to fill because of the scarcity of qualified candidates. The Superintendent shall determine the existence of the extreme emergency and shall notify the President of the Association when such a determination is made. The Superintendent shall not abuse his discretion in this regard.

C. The salary schedule is based upon the regular school calendar as set forth in Appendix A and the normal assignment of such non-teaching duties as, but not limited to, bus duty, recess, lunch, dances, and class activities.

D. A teacher whose work is adjudged unsatisfactory may be retained at the same salary step for the succeeding year. The teacher shall be so notified on or before April 15th.

E. Placement on the Masters tract is dependent upon final approval of the Superintendent of Schools. All courses and accepted degree programs should be related to the teacher's professional area of work.

F. Credits earned to meet initial certification requirements will not count toward placement on the Masters tract.

G. A teacher in the Stratford School District will receive, in addition to his/her regular contractual remuneration according to Schedule A of this agreement, an additional $5,000 per year for each of the last three (3) years of service upon written notification to the Superintendent of Schools of his/her intent to retire. The notification shall take place three (3) years prior to the stated anticipated retirement date. Should less than three (3) years' notice be given, the number of $5,000 bonuses shall equal the number of years' notice given. The notification to the Superintendent of Schools of the intended retirement date will be final and binding upon the teacher. A teacher who intends to take advantage of this section must first meet the following qualifications:

1. The teacher must have accrued a minimum of ten (10) years of full-time teaching experience in the Stratford School District by the date of retirement, and:

2. Either of the following criteria must apply by the date of retirement:

   a. The teacher must have twenty (20) years total full-time teaching experience, or:
   b. The teacher must reach fifty-five (55) years of age.

Option: If a teacher has accrued a minimum of 20 years full-time teaching experience in the Stratford School District, said teacher may opt to receive the 3-$5,000.00 bonuses as a single lump sum ($15,000.00). This sum along with sick leave buy back will be paid to the teacher after January 1 of the year following termination.

H. A reason shall be given for any payroll deduction.

I. Teachers requested and agreeing to teach during their planning period will be reimbursed an additional sum equal to one, divided by the number of periods in a regular school day, times their normal contract rate.

J. Any bargaining unit member who is asked to work additional days beyond the one hundred eighty-five (185) contractual days will be paid an amount equal to one one-hundred-eighty-fifth (1/185) of their normal salary for each additional day. Such additional days shall be approved in advance by the Superintendent.

K. Any bargaining unit member who is asked to cover class for another teacher shall be paid $20.00 for each block covered.

L. The first teacher pay period will be the first regularly scheduled pay period after the first teacher workday as scheduled on the SAU calendar.

ARTICLE VI - INSURANCE PROVISIONS

A. The Stratford School District shall pay the full cost of a HMO plan or its substantial equivalent for each full-time unit member up to a premium contribution cap as follows:

Family - $21,000
2-person - $15,000
Single - $7,500

Any cost increase above the district contribution cap to be borne by the employee.

The sum of up to 50% of the deductible for a single, 2-person, or family plan per insured employee will be made available for health insurance deductible reimbursement per contract year.

B. Any unit member who is eligible for health insurance and who declines to take it, shall receive a reimbursement payment of $3,000 for a single plan, $5,000 for a 2-person plan, or $6,500 for a family plan, provided that their spouse is not an employee of the District and receives health insurance, in which case they would not be eligible for the payment.

C. Any returning eligible staff member who chooses to move down a plan from family to two person, two person to single, or family to single will receive a 50% reimbursement of the savings in the plan change.

D. Any member who chooses may buy up to a higher health plan if available.

E. The District shall establish an IRS IRC Section 125 account which may be used up to a $5,000 maximum.

F. If the cost of health insurance exceeds a 15% increase from the previous years cost, the remaining years of this multi-year contract will reopen for negotiations. (Example: if in year 2009-2010 our health insurance rates are 22% over 2008-2009, we will reopen negotiations for years 2010-2011 and 2011-2012; the same applies if the same thing happens in 2010-2011).

G. In the event that a teacher, absent because of illness or injury, has exhausted sick leave accrual, his salary will be discontinued, but the insurance coverage contained herein shall continue throughout the balance of the contract year as defined in Section A, provided the teacher continued to pay his share of any required premium payments.

In the event a teacher has used all accumulated sick days and is absent due to an illness, any teacher may request that some accumulated days from their account be transferred to the account of the ill or disabled teacher. Such request will be submitted, upon the recommendation of the Sick Day Committee, by the Association President to the Superintendent for approval, but no more than thirty (30) days may be transferred by all teachers during one (I) school year. The Sick Day Committee shall consist of three (3) staff members appointed by the Association President. The committee may grant additional days on a case by case basis.

H. The District shall provide a Life, Accidental Death, and Disability Policy as follows:

Basic death benefit – 1.5 times the base on the salary schedule
Until age 70 (reduced 50%)
Accidental Death and Dismemberment (double basic)
Disability - 2/3 weekly gross salary
Day of first payment - 31st day of disability
Maximum period - 52 weeks (after 70th birthday-13 weeks)
No simultaneous or dual payments (sick leave, workers comprehensive insurance and A.D.& D). The District will make up the difference between a teacher's regular per diem rate of pay and what they receive from A.D.&D. or Workers' Comp by using a prorated portion of the teacher's accumulated sick-leave.

I. The district shall provide the basic Delta Dental dental insurance at the single level for all members of the bargaining unit. Each unit member shall have the option of upgrading the level of dental insurance to two-person or family coverage at his/her own expense.

ARTICLE VII - COURSE REIMBURSEMENT

A. The sum of up to the cost of a graduate credit at UNH with a cap of $3,400.00 per year will be made available, in area of certification, for course, seminar, and workshop reimbursement to teachers under the provisions of this article during this agreement: subject to 50% available each semester ($1,700.00) to be prorated equitably throughout the full year, ***subject to availability of funds***.

To be eligible for reimbursement, courses, workshops, and seminars must be approved by the Superintendent in advance of the teacher's registration.

I. Courses:

The district shall reimburse each teacher up to the cost of graduate credit at UNH but not to exceed the actual credit cost, for each approved course successfully completed at an accredited college or university. A maximum of twelve (I2) credits per person per year is allowed. Reimbursement provisions will not apply to courses required for initial certification as a teacher. When a grant or an aid is received from a source other than the district, that sum shall be subtracted from the district's reimbursement. Courses taken during the spring and summer sessions will be reimbursed during the thirty (30) day period following the opening of school in September. Courses completed between September I and March 3I will be reimbursed upon proof of completion. The teacher must be teaching in the district during the reimbursement period to be eligible for reimbursement.

2. Workshops and Seminars:

The district shall reimburse each teacher for the cost of registration fees for approved workshops and seminars, subject to the availability of funds.

B. The district shall pay the cost of registration, tuition, and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is requested in writing by the administration to take when requests are made for reasons other than inadequate performance. The absence of such requests does not relieve professional employees of their obligation to remain knowledgeable about content and methods relative to their assignment.

C. In order to provide for equitable distribution of funds, money for reimbursement will be set aside when the Superintendent approves the courses to be taken. The School district will provide payment for approved courses when presented with a purchase order from the offering institution with the understanding that the teacher requesting this prepayment option, must also execute a salary reduction agreement at the time of the request for graduate course approval and provide evidence of a passing grade (B or better) within 30 days of the completion of the course either in

the form of a transcript or letter on the school's stationery. Failure to comply with these requirements will result in the implementation of the salary reduction agreement. In no case can this be later than June 10th so that accounts can be closed out for the fiscal year. If the teacher withdraws from the class, he/she must give notice to the District within 15 days. The teacher will be responsible for any money not recovered from the offering institution because of withdrawal. Money for course reimbursement, conferences and workshop registration are subject to the availability of funds, each semester, except for those enrolled in an approved degree program, on a first come first serve basis determined by the Superintendent.

ARTICLE VIII - LEAVES OF ABSENCE

A. **Sick Leave** - A teacher shall be entitled to use accumulated sick leave, with pay at the rate of one one-hundred-eighty-fifth (1/185) of his annual salary, for illness or physical disability.

Each full-time unit member will accumulate sick leave in accordance with the following:

> All full-time unit members shall receive twelve (12) days at the start of the school year. A maximum of ninety (90) days accumulation may be carried forward to the next school year.

Additional sick leave days are earned at the rate of one day per month for the next seven (7) months, for a total of twelve (12) for the year.

No teacher will lose any pay because of the method of crediting sick leave outlined above provided he does not use more than the number of days he is eligible to accumulate by the end of the year.

To be eligible for sick leave payments, where abuse is apparent in the judgement of the Superintendent, a teacher may be required to furnish medical proof of illness or disability.

In the event that a unit member must use sick leave in excess of three (3) consecutive days, the unit member must submit to the Superintendent's office documentation from a doctor's office, clinic, or other medical facility stating the reason for the absence. Repeated short-term absences may also result in a request for physician's certificate of health or illness.

Failure to present a certificate, when required, will mean that the employee will not be paid for sick leave for that absence.

Each Association member will receive with his/her first paycheck in October the number of accumulated sick leave days as of July 1 of the previous school year.

If a teacher works ten consecutive years in the school district (including approved leaves of absences as a consecutive year), when the teacher terminates his or her employment with the district, the school district will buy back up to ninety (90) days of accrued sick leave at the rate of $55.00 per day for the first thirty (30) days, $65.00 per day for the next thirty (30) days, and $75.00 per day for the last thirty (30) days. If notification is given after November 1 and funds are not available, payment will be given the following fiscal year. This method of payment and timing will not be subject to grievance.

B. **Personal Leave** – Three days of the twelve (12) sick days detailed in Section A will be available upon the approval of the Principal for personal, legal, or business matters which must be conducted during school hours. The Principal will approve a request for a personal day if he/she can obtain adequate substitute coverage for the teacher requesting the leave. Application to the Principal for personal leave shall be made at least two (2) days before taking such leave (except in

the case of emergencies). The Principal shall consider requests in the order in which they are received. Personal days cannot be used the day before or after a vacation except in the case of an emergency or if prior approval is obtained from the Principal. Personal leave is non-accumulative, but any unused personal days at the end of the year will be carried forward as sick days.

C. **Death in the Immediate Family** - Up to three (3) days at any one time in the event of death of a member of an employee's immediate family (parent, wife, husband, son, daughter, brother, sister, parent-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandparents-in-law, and grandchildren. Two (2) additional days may be granted if sufficient cause is given to the Superintendent of Schools at any one time in the event of the death of a parent, spouse, child, sibling, grandparent, or grandchild.

D. **Temporary Leave** - Temporary leave with pay for the purpose of visiting other schools or other educational activities directly related to the improvement of education within the school district may be granted by the Superintendent.

E. **Childbearing Leave** - Childbearing leave shall be granted to pregnant unit members for disability related to childbirth. The unit member shall notify the Superintendent of her desire to take such leave thirty (30) calendar days prior to the estimated day of the leave's commencement. A pregnant unit member may continue to work as long as she desires, provided she secures, upon request, written approval from a physician certifying her good health. The Board reserves the right to request additional certificates of good health at reasonable intervals, as it deems necessary. The Board further reserves the right to require a certificate of good health from the teacher prior to her return to work.

A bargaining unit member may claim sick leave for disability related to pregnancy, delivery, or postpartum recovery. A unit member claiming sick leave benefits under this paragraph must provide certification from her attending physician that she is disabled as a result of pregnancy. Use of sick leave under these conditions will be limited to the individual's total accumulated sick leave.

F. **Legal Obligations** - A unit member who is called for jury duty or is subpoenaed, and thus is unable to be in school on a contracted day, will be paid his/her per diem rate minus any remuneration received from the court system for his/her services on that day. Any unit member who is a party or is made a party or a witness to a legal action, or whose court appearance is due to other employment will not receive remuneration other than what may be provided through applicable leaves as provided in this Agreement. The unit member shall give the Principal as much reasonable notice as possible of the date or dates that he/she will be required to fulfill this legal obligation.

G. **Absences** - For all absences other than those specifically authorized in advance by the Superintendent or for which provision is made in A, B, C, D, or E above, a deduction will be made for each day of absence at the rate of one one-hundred-eighty-fifth (1/185) of the teacher's salary.

H. The district will provide a sick day buyback for bargaining members who have accumulated more than 90 days. The employee will be reimbursed for sick days that they have accumulated above the 90 day carry forward at the rate of $40.00 per day. The payment will be after the end of the school year (on or before July 15).

I. A teacher legally adopting or accepting guardianship may use up to ten (10) days of sick leave to finalize the adoption or guardianship providing that the teacher has the sick days available.

ARTICLE IX - LEAVES WITHOUT PAY

The Board will consider requests for leaves of absence, without pay or benefits, submitted by teachers in writing, who have completed at least one year of service in the public schools, except for maternity leave, stating the reason therefore, at least thirty (30) days in advance of the date the leave is to become effective. Such request shall be submitted to the Superintendent via the Principal for review and determination by the Board. The decision of the Board shall be communicated to the teacher in writing. All leaves which are granted shall be in writing specifying beginning and termination dates of said leave.

A. **Additional Background:**
Teachers shall be permitted to take a one (1) year leave of absence, provided, however, that on or before March 1st of the school year during their leave of absence, he or she must notify the Superintendent in writing that they intend to return to their former position. After such notice, the School Board will return the teacher to his or her former position for the following school year. A teacher will be given credit for a year of service if during the leave of absence he or she served in the military or engaged in an approved activity which benefits the teacher's ability to teach. The Superintendent may require supporting documentation with respect to the teacher's activities and shall make the determination whether the teacher's service benefits the school district.

B. **Study:**
A leave of absence of up to one (1) year may be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university.

C. **Military:**
Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. Military leave shall be granted to any professional employee who is drafted or is scheduled to be drafted and wishes to enlist in any branch of the armed forces of the U.S. up to a maximum of one (1) enlistment; and, furthermore, he shall receive all rights and benefits which generally accrue to any professional employee provided said employee continues to have valid certification. The employee shall have up to ninety (90) days after release from active duty to notify the Board of his/her intention to return to the system immediately or his/her intention to return to the system the following school year.

D. **Health:**
In those instances where certified by a physician an employee is unable to perform his assignments due to health reasons, a health leave may after one (1) year of service, be granted up to a maximum of one (1) year plus the unfinished year.

E. **Public Service:**
Leaves without pay may be granted to serve in elected public office. Such leaves shall be granted for the length of the term of office.

F. **Family Illness:**
A leave of absence without pay or increment of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's family.

G. **Childrearing Leave:**
Childrearing leave shall be granted upon request to bargaining unit members. Such leave is for the purpose of caring
for minor members within the unit member's household. Use of this leave shall include care of a unit member's natural children, adopted children, foster children, and guardianship.

The duration of the leave shall be for up to one (1) year, but the bargaining unit member shall have the option of requesting an extension of the leave. Granting of this extension shall be at the discretion of the Board. The unit member shall notify the Superintendent of the desire to take such leave at least sixty (60) calendar days prior to the date of the leave's commencement, except in cases of emergency.

With the exception of benefits due to an individual under the Family and Medical Leave Act (FMLA), childrearing leave shall be without payment of salary or benefits, but insurance benefits may be continued after the expiration of FMLA benefits upon payment of full premiums by the bargaining unit member. The premiums must be paid to the Superintendent's office on a monthly basis.

Upon return from childrearing leave, the bargaining unit member shall be assigned to the same position, if available, or, if not, to one of like nature. Unit members on leave under the above provisions of this Article shall be issued a letter of confirmation stating the dates and duration of such leave. Failure to return from the leave at its expiration will be considered a resignation unless such leave has been extended by the Board.

H. **Adoption or Guardianship of a Child:**
Any teacher legally adopting or accepting guardianship of a child shall be granted a leave of absence up to a period of one (I) year upon request.

I. Any leave granted under this article which is subject to the Family and Medical Leave Act (FMLA) shall be considered as occurring simultaneous with the provisions of that Act and not in addition to it. Bargaining unit members will not be entitled to an additional twelve weeks of leave granted under FMLA in addition to the leave granted under this article.

ARTICLE X - ASSOCIATION RIGHTS

A. The Board agrees that the individual teacher shall have full freedom of association, self-organization, and the designation of representatives of his/her own choosing to negotiate the terms and conditions of his employment and that he shall be free from interference, restraint, or coercion by the Board, or its agents, in the designation of such representative or in self organization or in other concerted activities for the purpose of collective bargaining.

B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings when such use does not conflict with pre-scheduled activities provided that the Association observe the established rules governing the use of the building by groups.

C. No teacher shall be required to appear before the Board or its agents unless he has been given prior written notice of the reason for such a meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such interview if the teacher so desires.

D. Explanation of Code of Payroll Deductions: Each Association member will receive with his/her first paycheck in October an explanation of the code of payroll deductions. Also included will be: current position on the salary schedule, number of years service in the system, number of additional course credits currently on record, and present health insurance coverage. Teachers finding a discrepancy will notify the Superintendent's office by November l.

E. A copy of the current School District Policy Manual shall be placed in the teachers' room.

F. A copy of Board minutes shall be placed in the teachers' room.

G. Teaching vacancies shall be posted in the building twenty-four (24) hours before they are advertised to the public.

H. Any teacher entitled to notification and hearing under RSA 189:14(a)I(b) shall be entitled to a statement of facts supporting any disciplinary action taken against him or her. Any statement of reasons given under the agreement shall be all that a teacher is entitled to under RSA 189:14-a, if the teacher requests a hearing and a statement of reasons under that statute.

ARTICLE XI - LAYOFFS

If it becomes necessary to decrease the number of continuing contract teachers who are full-time due to, but not limited to, changes in the pupil population, curriculum changes, and budget limitations within the school district, the governing body of the school system may lay off the necessary number of employees, by area of certification. As soon as the Board determines that a reduction in force is necessary, the Superintendent shall notify the President of the Teachers' Association of the Board's determination.

For the purpose of this article, classifications are defined as follows: Kindergarten through eighth grade and Special Education.

In identifying which teacher(s) to release, the administration and the Board will consider the following in this order: certification, experience in certified area, degree status, professional development, and the last five years of evaluations. If all the factors are equal, then seniority may be considered in making a final determination. Seniority is defined as the total number of years continuously employed in the District.

If layoffs occur in the elementary grades or Special Education position, the Board may shift the assignments of the remaining elementary teachers to provide the best possible programs. No teacher may be prevented from securing other employment during the period he is laid off under this subsection.

There will be no recall rights for terminated employees. However, the administration may consider the application of terminated employees for such positions which may become available in subsequent years, provided the terminated employee(s) submit a reasonable and timely application at the time the position becomes vacant. A previously employed teacher who returns to a teaching position within a three-year period shall resume employment with prior benefits reinstated only if eligible, at no less than the step occupied when the teaching position previously held was terminated.

ARTICLE XII - DUES DEDUCTION

A. The Board agrees to deduct from the salaries of its employees dues for the NEA-NH/STA.

B. The Stratford School District shall not require a payroll deduction authorization other than the "Payroll Office Copy" that is supplied by the NEA-NH/STA as part of the membership application. The "Payroll Office Copy" will state the amount(s) to be withheld. Those who choose continuing deductions shall be required to submit the appropriate form, and the district shall place the form on file.

C. The district shall discontinue such deductions for any school year only if notified by the teacher in writing to do so not later than October 1st each school year. The teachers waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization and relieve the district and all its officials from any liability thereof.

D. Any Association which changes the rate of its membership dues will give the district notice by October 1st of the year of such change.

E. Deductions will be made in ten (10) installments beginning with the first check in October, or if requested in writing by the member the total deduction may be made from the final payment in June.

F. It is recognized that the negotiations for, and administration, of the Agreement entails expenses, which appropriately should be shared by all employees who are beneficiaries of this Agreement. To this end, if an employee in the bargaining unit does not join the Association, such employee will have the option of executing an authorization for the deduction of a "representation fee" which shall be the sum equivalent to the membership dues and assessments required to be paid by the members of the Association, which sum shall be retained for a scholarship fund. Employees who choose not to authorize the District to deduct the representation fee shall be responsible for full payment of the representation fee by May 1st of that school year. The committee to award the scholarship shall be made up of two administrators, two members of the Association, and one member of the "representation fee" group. The scholarship shall be given in the name of the Stratford Teachers' Association.

ARTICLE XIII- SAVINGS CLAUSE

If any article or part of this agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of the agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

ARTICLE XIV - GRIEVANCE PROCEDURE

Definition:

A grievance shall mean a complaint by a teacher that there has been to him/her a personal loss or injury as a result of a violation or misapplication of any of the provisions of this agreement.

The following matters are excluded from grievance:

A. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or

B. A complaint of a probationary teacher which arises by reason of his not being re-employed; or

C. A complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which a continuing contract either is not possible or is not required; or

D. Any matter which, according to law, is either beyond the scope of Board authority or limited to unilateral action by the Board alone.

It is understood that any employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board and the administration. A grievance to be considered under this procedure must be initiated in writing by the employee within twenty (20) days of its occurrence.

Procedure:

Step 1: Any teacher who has a grievance shall discuss it first with his Principal (department head or other immediate superior, as applicable) in an attempt to resolve the matter informally at that level. The immediate superior shall communicate his/her decision in writing to the grievant within five (5) school days.

Step 2: The grievant may appeal the decision to the Principal within five (5) school days after receipt of the decision of the immediate superior. The appeal to the Principal must be made in writing specifying:

a. The nature of the grievance,
b. The nature and extent of the injury or loss claimed,
c. The results of previous discussions of the grievance,
d. His dissatisfaction with decisions previously rendered,
e. The remedy sought.

The Principal shall attempt to resolve the grievance with the grievant as quickly as possible, but within a period not to exceed five (5) school days from the receipt of the appeal. The Principal shall communicate his decision in writing to the grievant and to the immediate superior involved at the previous step of the grievance procedure. If the grievance is settled at Step 2, a copy of the Principal's decision shall be sent to the President of the Association.

Step 3: The Association must approve each grievance before it can be submitted to Step 4.

Step 4: If the grievance has been approved by the Association and has not been resolved to the grievant's satisfaction at Step 2, he may appeal his grievance to the Superintendent in writing within five (5) school days, specifying the information required in (a) through (e) Step 2.

The Superintendent shall review the facts in the case and the decisions rendered at previous steps in the grievance procedure and shall, within ten (10) school days of receipt of the appeal to this level, meet with the grievant and communicate his decision in writing to the grievant and to the administrator involved at the previous steps of the grievance procedure. If the grievance is settled at Step 3, a copy of the Superintendent's decision shall be sent to the President of the Association.

Step 5: If the grievance is not resolved to the grievant's satisfaction at Step 3, he may request a review by the Board. Such requests must be made within five (5) school days after receipt of the Superintendent's decision at Step 3, and shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and, at its option, may, or at the request of the grievant, shall hold a hearing with the grievant. Within twenty (20) school days of the receipt of the appeal, or within twenty (20) school days after the date of the hearing, if held, whichever comes later, the Board shall render a decision in writing and forward copies of the decision to the grievant and to the administrators involved at the previous steps of the grievance procedure and the President of the Association.

Step 6: If the grievance is not resolved to the grievant's satisfaction at Step 4, he may submit the issue to arbitration. Arbitration shall be advisory only. The following procedure shall be used to secure the services of an arbitrator:

a. The parties will attempt to agree upon a mutually satisfactory third party to serve as an arbitrator. If no agreement is reached within five (5) calendar days, the American Arbitration Association will be notified and requested to submit a roster of persons qualified to function as an arbitrator.

b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association to submit a second roster of names.

c. If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

d. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He shall be bound by and must comply with all the terms of this agreement. He shall have no power to add to, delete from, or modify in any way any of the provisions of this agreement. The recommendations of the arbitrator shall be advisory only.

e. The Board, the aggrieved, and the Association shall receive copies of the arbitrator's report. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.

f. After due consideration of the arbitrator's recommendations for settlement of a grievance, the Board of Education shall make a decision on the issue and so advise the grievant and the Association in writing.

g. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision and acceptance of the decision rendered at that step.

A teacher may be represented at all stages of the grievance procedure by himself, or, after Step 2, at his option, may also have a representative of the Association present to represent him/her.

The Board and the Association shall assure that all persons involved in the processing of a grievance shall not be restrained, coerced, or otherwise interfered with in the exercising of their rights under the grievance procedure.

ARTICLE XV - SCHOOL DAY AND YEAR

A. Teachers will be expected to be at school fifteen minutes before the beginning of the students' school day and to stay until fifteen minutes after the students' dismissal, except for assigned duties.

B. The school year will be scheduled between the last two weeks in August through July I. The ensuing year's calendar will be finalized by no later than the June School Board meeting, pending extenuating circumstances. The Board shall distribute the calendar to all members of the professional staff for their comments and suggestions fifteen (15) days prior to its adoption. Changes to the calendar will only be made after seeking additional input from the staff.

C. For the duration of this agreement, all individual contracts will be for one hundred eighty-five(185) days.

The 181st, 182nd, and 183rd days will be determined as they have been in the past. The 184th and 185th days will be determined in mutual agreement with the Association.

D. Teachers may be required to be present at school before or after the defined school day to attend to those matters which properly require attention, including parent conferences, consultations or other activities scheduled with or directly involving the teacher. The administration reserves the right and the discretion to schedule meetings to conduct the proper administration of the schools. Staff meetings will start within 15 minutes of the end of the school day and not extend beyond one hour in duration, except upon mutual consent of both parties.

ARTICLE XVI - DURATION

This agreement shall be effective ***July 1, 2012***, and shall continue in effect until ***June 30, 2015***. If neither the Association nor the School Board notifies the other and presents its requests concerning terms and conditions of employment by October 1 of the appropriate year, this agreement shall remain in effect for another year and for as many succeeding years as this notification deadline is not met.

Chairperson

Stratford Teachers' Association

4/6/12
Date

Chairperson

Stratford School Board

Date

APPENDIX A

STRATFORD SCHOOL DISTRICT
2012-2013 SALARY SCHEDULE

Step	Bachelors	BA+15	BA+30	MASTERS	MA+15
1	31,550	32,050	32,550	33,050	33,550
2	32,150	32,650	33,150	33,650	34,150
3	32,750	33,250	33,750	34,250	34,750
4	33,350	33,850	34,350	34,850	35,350
5	33,950	34,450	34,950	35,450	35,950
6	34,550	35,050	35,550	36,050	36,550
7	35,150	35,650	36,150	36,650	37,150
8	35,750	36,250	36,750	37,250	37,750
9	36,350	36,850	37,350	37,850	38,350
10	36,950	37,450	37,950	38,450	38,950
11	37,550	38,050	38,550	39,050	39,550
12	38,150	38,650	39,150	39,650	40,150
13	38,750	39,250	39,750	40,250	40,750
14	39,350	39,850	40,350	40,850	41,350

Off-Step Increase	$1,000

Horizontal Index	500
Vertical Index	600
Scale Increase	400

APPENDIX A

STRATFORD SCHOOL DISTRICT
2013-2014 SALARY SCHEDULE

Step	Bachelors	BA+15	BA+30	MASTERS	MA+15
1	31,950	32,450	32,950	33,450	33,950
2	32,550	33,050	33,550	34,050	34,550
3	33,150	33,650	34,150	34,650	35,150
4	33,750	34,250	34,750	35,250	35,750
5	34,350	34,850	35,350	35,850	36,350
6	34,950	35,450	35,950	36.450	36,950
7	35,550	36,050	36,550	37,050	37,550
8	36,150	36,650	37,150	37,650	38,150
9	36,750	37,250	37,750	38,250	38,750
10	37,350	37,850	38,350	38,850	39,350
11	37,950	38,450	38,950	39,450	39,950
12	38,550	39,050	39,550	40,050	40,550
13	39,150	39,650	40,150	40,650	41,150
14	39,750	40,250	40,750	41,250	41,750

Off-Step Increase	$1,000

Horizontal Index	500
Vertical Index	600
Scale Increase	400

APPENDIX A

STRATFORD SCHOOL DISTRICT
2014-2015 SALARY SCHEDULE

Step	Bachelors	BA+15	BA+30	MASTERS	MA+15
1	32,350	32,850	33,350	33,850	34,350
2	32,950	33,450	33,950	34,450	34,950
3	33,550	34,050	34,550	35,050	35,550
4	34,150	34,650	35,150	35,650	36,150
5	34,750	35,250	35,750	36,250	36,750
6	35,350	35,850	36,350	36,850	37,350
7	35,950	36,450	36,950	37,450	37,950
8	36,550	37,050	37,550	38,050	38,550
9	37,050	37,650	38,150	38,650	39,150
10	37,750	38,250	38,750	39,250	39,750
11	38,350	38,850	39,350	39,850	40,350
12	38,950	39,450	39,950	40,450	40,950
13	39,550	40,050	40,550	41,050	41,550
14	40,150	40,650	41,150	41,650	42,150

Off-Step Increase	$1,000

Horizontal Index	500
Vertical Index	600
Scale Increase	400

APPENDIX C

STRATFORD SCHOOL DISTRICT
GRIEVANCE RECORD

Grievance No._____

Name of Grievant_____ Date Filed_____

Home Address_____ Tel. No._____

Building_____ Assignment_____

Name of Principal_____ School Tel. No._____

Date of alleged violation or misapplication _____

Article of the Agreement allegedly violated _____

Statement of the grievance _____

_____

Nature and extent of the injury or loss involved_____

_____

Results of previous discussions of the grievance and dissatisfaction with decisions previously rendered_____

_____

Remedy sought_____

_____

_____ _____

Signature - Assoc. Rep. Present Signature - Grievant

Disposition by_____Principal_____Superintendent_____
Date answered_____

_____

_____

(Principal/Superintendent of Schools)

Grievance settled on the basis of Principal's/Superintendent's answer_____

_____

_____

(Grievant)