

AGREEMENT BETWEEN THE
STRATHAM SCHOOL DISTRICT
AND THE
STRATHAM TEACHERS' ASSOCIATION
SEPTEMBER 1, 2005- AUGUST 31, 2008

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ARTICLE I
RECOGNITION

- A. For purposes of collective negotiation, the Stratham School Board (hereinafter referred to as the Board) recognizes the Stratham Teachers' Association (hereinafter referred to as the Association) as the exclusive representative of all the professional employees of the Stratham School District.
- B. Professional employees shall include any individual employed by the Stratham School District, the qualification for whose position are such as to require the employee to hold an appropriate credential issued by the State Board of Education under its regulations governing the certification of professional school personnel. Teachers, guidance counselors, librarians, nurses, occupational therapists, speech therapists, physical therapists, school psychologists, and enrichment coordinators are included in this definition of professional employees. Any person holding provisional certification will be considered to have an appropriate teaching credential, except that the professional employees do not include principals, assistant principals, other designated administrators, or hourly employees. The Association agrees to represent all such professional employees without discrimination.

ARTICLE II
JURISDICTION AND AUTHORITY OF THE SCHOOL BOARD

The Board, subject only to the language of this Agreement, reserves 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 the Board may not lawfully delegate the power or authority which, by law, is vested in it; and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either.

ARTICLE III
NEGOTIATIONS

- A. Negotiations will be conducted in accordance with the procedures outlined in RSA 273-A.
- B. Any agreement reached which requires the expenditures of public funds for its implementation shall not be binding upon the Board, unless, and until the necessary appropriations have been made by the voters of the district. If such funds are not approved by the voters of the district, the Board and the Association shall reopen negotiations.
- C. In the event of an impasse it shall be governed by RSA 273-A:12.
- D. Nothing in this article shall be construed to prohibit the Association and the Board from reaching agreement at any time between the declaring of impasse and the Annual Meeting.

ARTICLE IV

SAVINGS CLAUSE

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall be deemed not valid and subsisting, except to the extent of the law, but all other provisions or applications shall continue in full force and effect. In such instance, the Board and the Association shall meet within fifteen (15) days of such legal determination for the purpose of adjusting the Article(s) affected so it (they) will be in accordance with the law.

ARTICLE V STANDARDS CLAUSE

All conditions and benefits specified in this Agreement will be maintained at highest minimum standards throughout the Agreement period except as noted in paragraph B of Article III.

ARTICLE VI PROFESSIONAL EMPLOYEE APPRAISAL

- A. The parties recognize the importance and value of a procedure for evaluating the performance of both newly employed and experienced staff members for the purpose of identifying individual strengths and weaknesses and for improving the level of instruction in the school district.
- B. Changes to the current Professional Employee Packet (Dated October, 2004) will only be made by mutual agreement of the Stratham School Board and the Stratham Teachers' Association.
- C. Each teacher shall be entitled to knowledge of, and access to, supervisory records and reports of competence, personal character and efficiency, maintained in the employee's personnel file with reference to evaluations of his/her performance in such school district. No document to which an individual has not been given access shall be utilized against the individual. No document shall be removed from the personnel file without dated and written documentation of said.

ARTICLE VII GRIEVANCE PROCEDURE

- A.
 - 1. A grievance shall mean a complaint by a professional employee or the Association that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement.
 - 2. An "aggrieved person" or grievant is the person or the Stratham Association making the complaint.
 - 3. The term "days", when used in this article shall mean working school days, except after

the end of the school year when they shall be Monday through Friday; thus weekend or vacation days are excluded.

B. Initiation and Processing

A grievance to be considered under this procedure must be initiated in writing by the grievant within thirty (30) days of when the grievant should have reasonably known of its occurrence, or from when it occurred.

Nothing in this procedure shall prevent the Association from processing any grievance under this procedure at level 1B and beyond. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level.

Failure at any level of this procedure to appeal a grievance to the next level 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 level.

1. Level One - Principal

a) Professional employees with a grievance will first discuss it with their principal or immediate supervisor, with the objective of resolving the matter informally.

b) If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant, the grievant may present the grievance in writing to the principal on the appropriate form.

2. Level Two - Superintendent (or his/her designee)

If the grievance is not resolved to the grievant's satisfaction or if no decision has been rendered within five (5) days by the principal, the grievant may appeal to the Superintendent in writing within five (5) days. The Superintendent shall arrange for a meeting to take place within five (5) days of receipt of the appeal. Upon completion of the meeting the superintendent shall render a written decision to the grievant, to the Association, and to the administration involved at the previous step of the grievance procedure.

3. Level Three - Board

If the grievance is not resolved to the grievant's satisfaction, or no decision has been rendered by the Superintendent within five (5) days, the grievant may request and shall be granted a review by the Board. Such request must be made within five (5) days after the receipt of the Superintendent's decision, and shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board within five (5) days. The Board, or committee thereof, shall review the grievance and shall hold a meeting with the grievant. Within twenty (20)

days of the receipt of the appeal, the Board shall render a decision to the grievant, to the Association, and to the administrators involved at the previous steps of the grievance procedure.

4. Level Four - Arbitration

a) If the decision of the Board does not resolve the grievance to the satisfaction of the grievant or if no decision is rendered within twenty (20) days of the receipt of the grievance, the grievant shall notify the Association within five (5) days of the receipt of the Board's decision. If the Association determines that the matter should be arbitrated further, it shall in writing, so advise the Board within ten (10) days. The grievant will then initiate a request for arbitration to the Federal Mediation and Conciliation Service or the American Arbitration Association. The Federal Mediation and Conciliation Service or the American Arbitration Association will immediately after the receipt of the request submit a list of qualified arbitrators for selection by the parties, in accordance with rules and procedures by it for making such designation.

b) Neither the Board nor the Association will be permitted to assert any ground or evidence before the arbitrator which was not previously disclosed to the other party. The decision of the arbitrator will be final and binding upon both parties.

c) The Board, the grievant, 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 meeting.

d) The Board and the Association recognize this Agreement as legal document and to that extent may utilize the courts to enforce such document.

e) The fees and expenses of the arbitrator will be shared by the Board and the Association equally.

C. Rights of Professional Employees to Representation

1. Aggrieved employees may represent themselves at the informal level. Grievances beyond this level shall be processed by the Association.

2. The Board and the Association 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 a grievance.

3. The Administration will grant the parties in interest and witnesses related time from their duties to participate in the processing of the grievance. All efforts will be made to schedule grievance processes at a time when it will cause the least disruption to the school programs.

4. No continuing contract teacher shall be discharged or non-renewed without just cause. All information forming the basis for disciplinary action will be made available to the teacher

and the Association.

ARTICLE VIII
ASSOCIATION RIGHTS

- A. The Association and its representatives may, in accordance with applicable Board policy, be granted the privilege of using District buildings for meetings at such times that will not interfere with the normal operations of the District and which will not entail additional costs for maintenance or custodial care.
- B. The Association and its representative may post notices of Association activities and matters of Association concern in the teachers' room.
- C. The Association may be granted the privilege of using teacher mailboxes for communication of reasonable size and shape to be determined by the Principal.
- D. Representatives of the Local, State, and National Associations shall be permitted to meet with Association members concerning Association business on school property at reasonable times, provided that this shall not disrupt normal school operations, and that the representatives shall follow established procedures for school visitors and Board regulations regarding the use of facilities.
- E. If the NEA-NH Assembly of Delegates is limited to one (1) day in a given year, the Association shall be entitled to have one member released without loss of pay to attend such meeting. In addition, the President of the Association or his/her designee shall be released at full pay not to exceed the equivalent of two (2) days per year for Association business.
- F. If an administrator meets with a professional employee for discipline purposes which will affect future employment, such employee may request a representative from the Association to attend the meeting. Anytime immediate disciplinary action is deemed necessary by an administrator, such action should occur in the administrator's office if at all possible. A representative of the Association need not be present at this initial disciplinary action.
- G. The Association may, in accordance with Board policy, be granted the privilege of using specific items of school office equipment at times when such equipment is not otherwise in use, providing all paper and supplies to be used are supplied by the Association and further providing the Association accepts the financial responsibility for any damage or maintenance charge which is incurred by use.
- H. When public information is available and is requested by the Association from the District Office, this information will be provided within a reasonable time.
- I. The Association dues will be deducted from the regular salary paycheck of the Association member upon the request of the member. Deductions shall be in equal installments during the school year.

Final date for a member to be eligible for payroll deductions is to be annually determined by the President of the Association and the District Office. If an Association member leaves the district before the full dues have been deducted, the balance due shall be deducted from the members final check provided that the final check covers the balance.

- J. At the end of each month, the School District will transmit all current months' dues to the Treasurer of the Association.
- K. The School District also agrees to make regular deductions, which may be altered at any time of the year, to the Service Federal Credit Union, if an Association member so requests. This request should be made ten (10) working days prior to the paycheck in which the deduction is to be effective.
- L. The School District agrees to make regular deductions to a tax sheltered annuity program if an Association member so requests. Such deduction may be initiated or changed by August 15 or by December 15 only.
- M. A "time slot" of up to thirty (30) minutes will be provided to the Stratham Teachers' Association on the "first contract day."

ARTICLE IX
WORKING DAY

- A. It is understood by the parties that the determination of the starting time and closing time of the school day is the responsibility of the Board. A regular day for a staff member shall be defined as a day not to exceed 430 minutes. In the event the Board considers a change in the starting time or closing time of the school day or change in the number of periods in the school day, the Board shall notify the professional employees affected by the proposed change, and upon request, will meet with a committee of professional employees selected by the staff to discuss these changes.
- B. Professional employees must be present at assigned stations fifteen (15) minutes prior to the opening of school and professional employees are to remain in school fifteen (15) minutes after the close of the regular school day. Permission for early departure may be granted by the building principal to attend classes or meetings provided such early dismissal does not disrupt the orderly operation of the school activities. The working day may be adjusted for the Challenge Coordinator position at the discretion of the building principal with at least a one (1) week notice to the change in schedule. The time within each working day will remain within the standard 430 minutes per day for all professional employees.
- C. The school day for professional employees, within the school year of one hundred eighty four (184) days, may be extended for the following:
 - 1) individual instruction, counseling and parent conferences to be scheduled, except in unusual circumstances, at a time and place mutually convenient to the teacher and

parties involved;

- 2) professional staff meetings, with advance notice and written agendas;
 - 3) early morning duty not to exceed thirty (30) minutes prior to the opening of school;
and
 - 4) elementary school bus duty not to exceed twenty (20) minutes after the close of school
except in cases of emergency.
- D. For the specific position of Challenger Coordinator, the school year may be extended up to 190 days at the discretion of the building principal. Days additional to the standard 184 will be compensated at a per diem rate based upon the placement of the professional employee on the contracted salary scale. Thirty (30) day notification will be given when additional days are required.
- E. Professional employees may request approval of the building principal to leave the building during their unscheduled time provided they notify the principal's office prior to their leaving and upon their return.
- F. All professional employees shall receive a duty free uninterrupted lunch period of thirty (30) consecutive minutes. To ensure this uninterrupted period, teachers will not be assigned to cafeteria duty.
- G. Professional employees requiring a relief break may request coverage from a teacher in an adjoining classroom or may send word to the office requesting coverage. Professional employees will be provided with a minimum of five (5) periods per week for preparation and planning during the school day. The length of these periods will be no less than forty-five (45) minutes.
- H. In the event of an extended day or double sessions at any school, the Association's President will appoint three (3) members (including Negotiation's Chairperson) and the Board Chairperson will appoint three (3) members to serve on an advisory committee to make recommendations through the Superintendent to the Board. The Board reserves the right to change time schedules, said modifications could result in changes to the 430 minute requirement in Section 1 above. If there is an extended day, double sessions, or change in the 430 minute requirement, the Board and the Association agree to renegotiate the financial impact of such changes on employees in accordance with this agreement. A professional employee, unless hired specifically for the purpose, may be asked, but will not be required to work a split shift, in either day or double sessions.
- I. In cases of emergency, such as, but not limited to, fire or natural disaster, the parties agree that the provisions herein may be waived in the best interest of students as determined by the Superintendent or his/her designee.
- J. In the event individual professional employees are required to work beyond 184 days, the

compensation for each day shall be prorated at 1/184 of the employee's base salary. This would cover such events as IEP meetings, summer visitations and specific training required by administration for unusual classroom situations. Every effort will be made to accommodate individual schedules.

ARTICLE X
VACANCIES AND TRANSFERS

- A. Notices of professional employee vacancies in SAU #16 will be posted in each school during the regular school year and sent to the Association President as soon as prepared. The notice shall be dated, indicate the position open, the location of the vacancy by school, any special requirements for the position, and the date applications cease to be accepted.
- B. During the term of this Agreement, teachers who desire a transfer for the ensuing year must file with the Superintendent before April 1, a written request which shall include documentation of the qualifications. When openings in Stratham are available, Stratham teachers will be notified of the vacancy, and will be given consideration in hiring for those vacancies.
- C. When the decision to make an involuntary transfer has been made by the Superintendent, the professional employee affected will be notified immediately. Upon request, a professional employee designated for involuntary transfer shall be entitled to a meeting with the Superintendent or his/her designee to discuss the reasons for the involuntary transfer. If still dissatisfied, the professional employee may request a meeting before the Board.
- D. Transfer decisions are not grievable.

ARTICLE XI
REDUCTION AND REALIGNMENT OF STAFF

In the event that it becomes necessary to reduce the number of employees due to reasons of economy, program elimination, reduction in subject area, decrease in enrollment, or the consolidation or elimination of positions, the basis for the decision to terminate employees shall be performance and seniority. The date of hire is determined to be the first contract workday. The quality of a professional employee's performance shall be assessed by the means of procedures outlined in Article VI, Professional Employee Appraisal. Among the professional staff, those with less than three (3) consecutive years of experience in the Stratham School District shall be terminated first, providing there are fully certified and competent staff members qualified to replace them and perform all the assigned duties of the terminated staff member.

Those professional employees with three (3) or less years experience in the Stratham School District shall be considered for layoff first and those professional employees with four (4) or more consecutive years of experience shall be considered for layoff second. Notice of planned reduction shall be communicated to all employees when a final determination as to the extent of reductions is known. The Board shall make every effort to determine the number of resignations and retirements in any given year in order to avoid unnecessary terminations. Employees terminated through a

reduction in force shall receive preference in consideration for openings.

ARTICLE XII
PROFESSIONAL COMPENSATION

- A. Professional employees covered by this Agreement will be paid according to the following three (3) options:
1. Payment in twenty-six (26) (or twenty-seven (27) in years where 27 would be applicable) equal bi-weekly paychecks from September to August.
 2. Payment divided into twenty-six (26) equal payments with twenty-one (21) or twenty-two (22) bi-weekly checks from September to June. The final five (5) or four (4) payments will be included in the first July paycheck providing notification is given to the District Office by May 15 of the current school year.
 3. Payment in twenty-one (21) or twenty-two (22) bi-weekly paychecks from September to June providing notification is given to the District Office at the time the contract is signed for the following school year. This notice will be in the form of a written statement signed and attached to the returned contract.
- B. Placement on the salary schedule at the time of hire shall be in accordance with the professional employee's total years of experience. A professional employee with a break in service may be brought in on a lower step on the salary schedule at the discretion of the Superintendent.
- C. For those employees starting work with the Stratham School District after 6/13/94, the following condition shall apply:
- For purposes of advancement to higher salary tracts, only graduate credits earned since the date the District granted the employee's current tract placement will be considered for further advancement to other tracts on the schedule.
- D. Each professional employee may be advanced in the salary schedule until the maximum is reached, provided that the requirements for recertification have been met, that a professional attitude has been advanced, and that there has been demonstrated an improvement or growth in teaching resulting in a generally satisfactory performance. Professional employees who are not to receive the customary increment will be notified in writing the reason for said decision by March 30.

- E. Forty-five course credits approved by the Superintendent beyond a Bachelor's Degree shall be considered an equivalent to a Master's Degree for salary purposes.
- F. Upon approval of the Principal and the Superintendent the Board reserves the right to grant increments in excess of those provided by the salary schedule to a professional employee who has made an unusual contribution to the school system.
- G. For salary purposes, fifteen (15) Staff Development clock hours will equal one (1) college credit and such credits are applicable toward salary advancement in accordance with the salary plan. Staff development credit for approved workshops or approved courses taken during school hours are not applicable for salary advancement. The District Office will keep a dual tally of those Staff Development credits achieved during school hours and those achieved after school hours. Salary adjustment as a result of professional advancement must be submitted to the District Office by August 15 of the ensuing year. For those employees starting work with the Stratham School District after June 17, 2005, no more than seven (7) credits from professional development sources will be recognized for track increases within each separate salary track.

The August 15 deadline will be extended if a professional employee is taking a course which ends after August 15. In this case, the professional employee will provide the District Office with written verification of enrollment in the course by August 15. Professional advancement shall mean receiving a college degree or completing college credits or Staff Development clock hours that will designate a move to a new professional level. The SAU #16 Office will keep a tally of Staff Development credits in such a manner as to allow a professional employee knowledge of his/her credits upon request.

- H. A professional employee will be reimbursed up to an amount not to exceed the current cost of tuition for two (2) four credit graduate level courses at the University of New Hampshire rate per credit hour. This will be paid for either approved courses or approved workshops. This will be paid upon submission of proof of amount of tuition and fees required, and upon recommendation of the Superintendent. Conference/workshop requests exceeding \$1000.00 will be subject to Board approval. The Central Office will deduct said amount from the professional employee's pay if the course or workshop is failed or not completed. The course or workshop must be approved in advance by the Superintendent in order for the professional employee to qualify under this provision. A professional employee may request the use up to \$2300 of these funds as part of the application/completion of National Board for Professional Teaching Standards certification subject to Board approval. The Central Office will deduct said amount from the professional employee's pay if the teacher does not achieve a score of at least 80% of the passing score that qualifies one for National Board certification within three years. This repayment may be forgiven upon the recommendation of the Superintendent. A professional employee receiving this assistance must agree to complete the next full year in Stratham School District or forfeit the above amount.
- I. The School District will pay 90% of the premium for either family, two person, or individual premiums of the BC/BS Comp \$200 Managed Care Plan up to a maximum of \$20,000

annually. Any cost above \$20,000 will be shared by the School District as follows:

2005-06	75% district, 25% employee
2006-07	75% district, 25% employee
2007-08	75% district, 25% employee

The total percentage shared by employees will not exceed 15% of the total premium in any year.

- J. Life insurance will be issued to each professional employee with 100% of the premium paid by the school district. Coverage will be a \$100,000 Life/ \$200,000_ Accidental Death and Dismemberment term policy for each professional employee. Each employee will receive a copy of said insurance policy.
- K. The School District will furnish to its professional employees 100% payment of a single, two person, or family, membership under Delta Dental Insurance covering 100% of Coverage A, 80% of Coverage B, and 70% of Coverage C with a maximum per person, per contract year of \$1500.
- L. All benefits and salary as noted in this Agreement shall be prorated for any professional employee who teaches less than full time. A full time teacher shall be defined as one who works a regular school day, as defined in Article IX, A, five days a week.

Salary payments due on a holiday or vacation period will normally be paid prior to the holiday or vacation period; except in the case of summer vacation pay, which shall be in accordance with the normal pay schedule.
- M. The School District shall provide its professional employees 100% premium for Long Term Disability Insurance coverage. The plan shall include the following:
 - 1. 66 2/3% of professional employee's salary.
 - 2. A 90 day calendar elimination period.
 - 3. Year round coverage.
 - 4. No exclusions for pre-existing conditions.
- N. Professional employees will have the option to purchase long-term health care coverage, at professional employees' expense, if there is sufficient demand to meet insurance company eligibility requirements. All state and federal regulations governing long-term health care will be adhered to.
- O. Professional employees will have access to an internal revenue code Section 125 flexible benefit plan with a maximum plan value of \$2000. The plan allows for pre-tax treatment of unreimbursed medical and dependent day care expenses.

- P. Effective September 1, 2005, the District will offer Professional Employees the option to enroll in domestic partner (same sex) benefit plans offered by the District, provided that they have been partners for a period of at least three years, and that the professional employee and his or her domestic partner complete and submit all forms required by the benefits plan provider to establish his or her eligibility for benefits.

ARTICLE XIII
SHORT TERM LEAVES

- A. Sick leave is interpreted to mean absence from school due to sickness of the professional employee. Each professional employee is entitled to fifteen (15) days sick leave if needed. No more than seven (7) of these days may be used for the illness of family members. Sick leave is cumulative to one hundred and twenty-five (125) days per professional employee. For purposes of severance pay the maximum accumulated leave will be one hundred and ten (110) days per professional employee. Professional employees will be given a written accounting of their accumulated sick leave every September. After expiration of sick leave, the sick leave time may be extended at the discretion of the School Board upon the recommendation of the Superintendent of Schools.
- B. Each professional employee may be entitled to three (3) days of professional leave per year. This leave is non-cumulative. Professional leave includes workshops, professional conferences, and visitations during regular school hours. Approval of such professional leave must be given by the Principal.
- C. Each professional employee is entitled to three (3) days personal leave per year. This leave is non-cumulative.
- D. Each professional employee will be provided with up to three (3) days of leave for bereavement. Bereavement leave will be provided per death in the immediate family. Immediate family is hereby defined as spouse, parents, children, siblings, grandchildren, mother-in-law, father-in-law, grandparents, uncles, aunts, cousins, or any other relative living in the home of the employee. Bereavement leave may be extended to include other individuals or beyond three days at the discretion of Superintendent of Schools.
- E. Any professional employee serving in the National Guard or a Reserve Unit shall be entitled to pay differential and continued benefits for annual training for active duty obligations in the Guards or Reserves. Such differential shall not exceed a two-week period within a given contract year.
- F. Any professional employee on jury duty shall be entitled to pay differential and continued benefits while fulfilling jury duty.
- G. Professional employees will be granted up to two additional personal days each year for commonly accepted religious holidays, such as Rosh Hashanah and Yom Kippur, where the tenets of the religion prohibit work on such days and require their attendance at religious services. Professional employees requesting these days must notify the principal, in writing,

by the first day of the school year in which the days will be taken.

ARTICLE XIV
LONG TERM LEAVES

A. GENERAL LONG TERM LEAVES

Leaves of absence will be granted by the Board without pay or related benefits normally granted an active teaching staff member. A person who is granted a leave of absence may elect to continue Health Insurance Coverage by paying the full premium on a monthly basis. Persons who have other deductions such as tax sheltered annuities, credit union dues, or other such deductions may arrange with the Central Office to continue such payments when applicable. Sick leave days accumulated up until the date of the leave of absence will remain to the teachers credit, but cannot be used during the leave of absence. Such sick leave days will be available once the teacher returns as an active teaching staff member.

Generally, leaves of absence may be granted by the Board for up to one year for any full time professional employee. Reasons will include extended sickness, personal problems, advanced professional training, alternate professional development, military service, child care, Peace Corps, VISTA, Teacher Corps, America Corps, or other such reasons as the Board deems valid. Additional time may be granted at the Board's discretion.

Leave requests should be forwarded in writing to the Superintendent at least sixty (60) days in advance of the date of commencement of the leave except in an emergency situation.

It is encouraged that whenever possible, leaves correspond to obvious breaks in the school calendar such as the beginning of the year, beginning of a term or vacation period, and that the return date conforms likewise.

B. Family Leave

Family leave up to one (1) year shall be granted, without pay, to teachers upon written request for such leave. Notification of the intent to take such leave shall be made to the Superintendent at least thirty (30) days prior to the date of which the leave is to begin, except in the cases of emergency. Family leave notification shall also include the expected termination date of such leave. At the conclusion of the leave, the teacher shall be reinstated to the same, or a comparable teaching position.

C. Sabbatical Leave

Proposals for sabbatical leave should reflect activities which will provide professional development to the staff member and, in turn, will enhance and benefit the school system. A professional employee of the School district, who works at least half (50%)time, having served for seven (7) consecutive years, shall be eligible for sabbatical leave for one (1) year at half (1/2) salary or one half (1/2) year at full salary of the year on leave. Not more than one professional staff member may be authorized each year for sabbatical

leave. Should there be a greater number of eligible requests, the Board will award the leave on the basis of merit of the proposal, longevity, and the quality of service to the School District as recommended by the Superintendent. Requests for sabbatical leave must be submitted in writing not later than December 15th of the year preceding the school year anticipated for the sabbatical leave. The professional employee shall agree to return to the service of the School District for one (1) school year at the appropriate salary step or return all leave salary. While on leave, all medical, dental, life, and disability insurance benefits will continue.

D. In-house Sabbatical Leave

In addition to the sabbatical described in XIV (C), a single half-year, in-house sabbatical may be granted each year, at the Board's discretion. Proposals for a half-year in-house sabbatical should reflect activities which will provide benefits to the school as determined by the administration and school board. A professional employee of the School District, who works at least half (50%) time, having served for seven (7) consecutive years, shall be eligible for sabbatical leave for one-half at their current salary. Not more than one professional staff member may be authorized for a half-year in-house for sabbatical leave. Should there be a greater number of eligible requests, the Board will award the leave on the basis of merit of the proposal, longevity, and the quality of service to the School District as recommended by the Superintendent. Requests for a half-year, in-house sabbatical leave must be submitted in writing not later than December 15th of the year preceding the school year anticipated for the sabbatical leave. The professional employee shall agree to return to the service of the School District for one (1) school year at the appropriate salary step or return all leave salary. While on leave, all medical, dental, life, and disability insurance benefits will continue.

ARTICLE XV
SEVERANCE PAY

- A. When a professional employee shall leave the service of the school district between September 1 and the final day of school in June of the contract year concerned, his/her contract salary will be prorated on the basis of 1/184 for each day he/she was in service. The final paycheck will reflect the day rate based on the 1/184 formula.
- B. For those professional employees who complete their assignments through the final day of school in June and leave the service of the school district during the summer, payment of salary will be made in full less any obligations due the District, according to the contract.

- C. The Board will pay 66% of all unused sick days, up to a maximum of 110 days, to any professional full time employee who retires from the system at age 50 or older. This shall be at the per diem rate of their most recent year's earnings. To be eligible for this benefit the full time professional staff member must have worked the last ten (10) years in the Stratham School System. Full time employees hired prior to 1997 shall be eligible for this benefit if their last five (5) years have been in the Stratham School System. Part-time professional employees shall be eligible for this benefit in accordance with their pro-rated accumulation of sick days. Part-time eligibility is predicated on having worked the last ten (10) years in the Stratham School System and having reached the age of fifty (50). No waiver exists for part-time professional employees hired prior to 1997. Payment for unused sick days shall be at the per diem rate of their most recent year's earnings. Letters of notification of retirement must reach the Superintendent no later than January 10 prior to the school year in which the retirement is to occur. Failure to give such notification will result in a reduction of payment to 50% of unused accumulated sick leave at the per diem rate as mentioned above.

ARTICLE XVI
SALARY SCHEDULE

- A. Teachers' salary schedule for 2005-2006 is provided below.

step	BA	BA 15	MA/BA 45	MA 15	MA30
1	33,148.45	34,516.35	37,415.18	38,953.42	40,553.32
2	33,670.95	35,038.85	37,937.68	39,475.92	41,075.82
3	34,193.45	35,561.35	38,460.18	39,998.42	41,598.32
4	35,867.54	37,302.32	40,344.32	41,958.84	43,637.11
5	37,624.18	39,130.03	42,322.50	44,015.40	45,776.23

6	39,467.56	41,046.56	44,394.74	46,169.15	48,015.66
7	41,400.81	43,057.14	46,568.34	48,430.53	50,369.00
8	43,429.16	45,165.95	48,849.57	50,801.63	52,835.20
9	45,556.78	47,379.26	51,242.62	53,292.91	55,423.67
10	47,788.90	49,698.11	53,753.76	55,903.32	58,139.62
11	50,128.65	52,134.01	56,386.11	58,641.22	60,987.25
12		55,745.53	60,163.79	62,506.68	65,007.36

- B. Effective beginning September 1 of each year from September 1, 2005 through August 31, 2008 a percentage increase consisting of a Cost of Living Adjustment (COLA), with a base of 0% and a cap of 3%, plus 2% will be added to the salary schedule.

The COLA adjustment percentage shall be determined by the Consumer Price Index for all Urban Consumers (CPI-UC) – Boston-Brockton-Nashua, MA-NH-ME-CT as calculated by the U.S. Department of Labor, Bureau of Labor Statistics. The prior November percent change from twelve months ago, not seasonally adjusted figure will be used.

Thus if the CPI-UC percent change from twelve months ago, is 1.5%, the applicable total increase in salaries would be $1.5\% + 2\% = 3.5\%$.

- C. Any teacher who holds National Board Certification will receive an additional stipend of \$2000 for each of these contract years.

- D. Any teacher who has completed 12 to 13 years of teaching in the Stratham School District will receive \$500 longevity pay. Any teacher who has completed 14 to 15 years of teaching in the Stratham School District will receive \$1000 longevity pay. Any teacher who has completed 16 to 17 years of teaching in the Stratham School District will receive \$1250 longevity pay. Any teacher who has completed 18 to 19 years of teaching in the Stratham School District will receive \$1500 longevity pay. Any teacher who has completed 20, or more, years of teaching in the Stratham School District will receive \$2000 longevity pay. (chart form below)

12-13 years in Stratham - \$ 500
 14-15 years in Stratham - \$1000
 16-17 years in Stratham - \$1250
 18-19 years in Stratham - \$1500

20 + years in Stratham - \$2000

At retirement, any teacher who has completed 20 or more cumulative years of teaching in the Stratham School District will receive a one-time stipend equal to \$100 times the number of years of service.

- E. A stipend of \$2500 will be paid to mentors upon approval of the principal. The position is defined in the Stratham Memorial School Professional Employee Packet referred to in Article VI. The number of mentors in a given year is subject to Board approval.

ARTICLE XVII DURATION

- A. This agreement shall become effective on September 1, 2005 and shall remain in full force and effective until August 31, 2008, or until a Successor Agreement is ratified by the parties.
- B. Successor Agreement: Any and all amendment/alterations to an existing Agreement, brought about during the term of the Agreement and the result shall constitute the Successor Agreement.
- C. This Agreement constitutes the entire Agreement between the parties. Except with respect to Paragraph A above, this Agreement may not be altered, changed, added to, deleted from, or modified except through the voluntary, mutual consent of the parties in written and signed

amendment to this Agreement.

- D. The parties agree that in the event no agreement is reached by March 20, on terms and conditions of employment for an ensuing year, that individual contracts will be used based on the cost-item provisions of the most recent Agreement in effect subject only to the District's appropriation being sufficient to implement such provisions.

The individual contracts will be issued with a cover letter to state that the terms of the individual contract will be amended to reflect a successor Agreement between the Association and the Board.

IN WITNESS whereof the parties have caused this Agreement to be signed by their respective duly authorized chairpersons and attested to be their respective President/Board Member the _____ day of _____, 2004.

STRATHAM TEACHERS' ASSOCIATION

STRATHAM SCHOOL DISTRICT SCHOOL BOARD

Linda Morrison, President

Robert O'Sullivan, Chair and Negotiations Representative

Donna Lee, Chair- Negotiations

Mark Poirier, Negotiations Representative