

**AGREEMENT  
BETWEEN THE  
STRAFFORD SCHOOL BOARD  
STRAFFORD, NH  
AND THE  
STRAFFORD EDUCATION  
ASSOCIATION  
NEA -- NEW HAMPSHIRE**

**July 1,2012 - June 30, 2015**

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**PREAMBLE**

The Strafford School Board and the Strafford Education Association recognizes that the development of a quality educational program for the children attending Strafford School is a responsibility which can best be achieved by all parties entering into this Agreement with mutual dedication, recognizing that the experience, creativity and judgment of all parties are necessary to serve the educational needs of the community.

**ARTICLE I RECOGNITION, JURISDICTION, DEFINITIONS**

**A. Recognition:**

The Strafford School Board recognizes the Strafford Education Association NEA/New Hampshire as the exclusive bargaining agent, as certified by the Public Employees' Labor Relations Board, hereinafter referred to as PELRB, for the purposes of negotiations, collective bargaining and the processing of grievances for employees in this bargaining unit.

**B. Jurisdiction:**

The jurisdiction of the Association shall include all full and part-time employees as listed below:

1. Teacher(s), including but not limited to special education, reading, music, art, technology, and physical education.
2. Guidance Counselors
3. Library/media specialists
4. Nurse(s)
5. Paraeducators and aides

**C. Definitions:**

1. The term "Employee", when used hereinafter, shall refer to an employee whose position is in the bargaining unit.
2. The term "Professional Employee", when used hereinafter, shall refer to teacher, guidance counselor, Library/media specialist, and nurse positions in the bargaining unit.
3. The term "Paraprofessional Employee", when used hereinafter, shall refer to Paraeducator and aide positions in the bargaining unit.
4. The term "Board" when used hereinafter, shall refer to the Strafford School Board.
5. The term "Association" shall refer to the Strafford Education Association, NEA/New Hampshire.
6. The term "parties" shall refer to the Board and the Association.
7. The term "Principal" shall refer to the responsible administrative head of the Strafford School.
8. The term "Association Representative" shall refer to any qualified designee of the Association.
9. Whenever the singular is used in this Agreement, it is to include the plural.
10. The term "days" shall mean school days except as noted elsewhere and except in the case of summer vacation, when the term "days" shall mean weekdays.
11. Part time employment is defined as a minimum of twenty hours per week.
12. The term "Immediate Family" shall mean spouse, domestic partner who resides in the employee's household, grandparent, parent, mother-in-law, father-in-law, sister-in-law, brother-in-law, sibling, child, step-child or grandchild.

**ARTICLE II MANAGEMENT RIGHTS**

- A. The Board, subject to the language of this agreement, reserves to itself full jurisdiction and authority over the matters of managerial policy within the exclusive prerogative of the Employer as defined in RSA 273-A:1, XI, with the appropriate regulations of the State Board of Education, and all applicable state statutes.
- B. Notwithstanding other provisions in this Agreement, the Board has sole jurisdiction, authority and discretion to contract with individuals, companies or agencies to provide services that otherwise would be provided by paraprofessional employees in this bargaining unit if the Superintendent determines that a paraprofessional position cannot be filled at the applicable wage with a qualified applicant. This provision shall not be utilized to eliminate all paraprofessional employees' positions.

**ARTICLE III NEGOTIATIONS PROCEDURE**

Negotiations shall be conducted according to RSA 273-A. Notice of intent to commence negotiations shall begin prior to October 1 with negotiations to begin no later than October 15 of the final year of the contract.

#### **ARTICLE IV ASSOCIATION PRIVILEGES AND RESPONSIBILITIES**

- A. A copy of the public agenda for all school board meetings will be posted at least 24 hours before the meeting, and a copy of the agenda will be provided to the Association President.
- B. A copy of the approved minutes of all Board meetings will be provided to the Association President within six (6) days from the date of the meeting.
- C. The Board will provide written notification to the Association President when there has been a change or update to a School Policy.
- D. A member of the bargaining unit who is elected as a full-time officer or who is appointed to the staff of NEA/NH or the National Education Association, upon application, shall be granted an unpaid leave of absence for one school year subject to the provisions of Article X A. General Terms.
- E. The Association dues may be deducted from the regular salary paycheck of the Association member upon request of the member. Deductions shall be in equal installments and will be based on the list given the school district by September 15. The school district will transmit collected dues to the Treasurer of the Association in monthly installments beginning October 1 with the final payment made no later than June 30.

#### **ARTICLE V GRIEVANCE PROCEDURES**

- A. Definitions:
  - 1. A "grievance" shall mean a complaint by a member of the bargaining unit concerning an alleged violation or inequitable application of any of the provisions of this agreement.
  - 2. An "aggrieved person" is the person or persons making the complaint, also known as the grievant.
- B. General Provisions:
  - 1. The grievant must be present at all conferences and meetings pertaining to his/her grievance.
  - 2. A grievance will be heard at a time of day other than the normal teaching day or hours.
  - 3. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the regular personnel files.
  - 4. An individual employee may present an oral grievance to his/her employer without the intervention of the Association. Until the grievance is reduced to writing, the Association shall be excluded from a hearing if the employee so requests; but any resolution of the grievance shall not be inconsistent with the terms of an existing agreement between the parties.
  - 5. Before beginning the grievance procedure at Step I, the employee(s) shall discuss the problem with the building Principal and/or other individual(s) concerned in an effort to resolve the conflict.
  - 6. In order to encourage and allow resolution of the grievances on an informal basis, the grievant(s) will be allowed thirty (30) calendar days following the condition or act, which is the basis of a complaint, to present the grievance at Step 1. However, no grievance will be accepted at Step 1 if more than thirty (30) calendar days have lapsed since the incident.
- C. General Procedures:
  - 1. Step 1: Any grievant(s) wishing to process a formal grievance will do so in writing to the building Principal who shall establish a formal conference on the matter within ten (10) days in an attempt to resolve said grievance. The aggrieved and the Association shall be given at least two (2) working days' notice of said conference. The building Principal shall respond in writing within ten (10) days from the date the formal grievance is filed. The building Principal's decision shall be communicated to the aggrieved and the Association.
  - 2. Step 2: If a grievance remains unresolved after Step 1, the aggrieved and, if requested in writing by the aggrieved, the Association may, within five (5) days, present the grievance in writing to the Superintendent. The Superintendent, or his designated representative, will schedule a meeting within a period not to exceed ten (10) days. Within ten (10) days after said meeting, the Superintendent will communicate his/her decision in writing to the aggrieved and the Association.
  - 3. Step 3: If the grievance remains unresolved after Step 2, the aggrieved and, if requested in writing by the aggrieved, the Association, may within ten (10) days, present the grievance in writing to the School Board. Within ten (10)

days after receipt of the grievance or at the next regularly scheduled Board meeting a majority of the Board shall meet with the aggrieved for the purpose of hearing the arguments of the parties involved. Within ten (10) days of said meeting, the Chairman of the Board shall communicate the Board's decision in writing to the aggrieved and the Association.

#### **ARTICLE VI ELECTION OR TERMINATION OF CONTRACT**

A. Non-renewal Rights of Professional Employees:

1. Professional employees who are not to be re-employed shall be notified in writing no later than April 15th.
2. If an administrator has a concern about a professional employee's performance, he/she shall voice those concerns to the professional employee, in writing, prior to February 20, so that the professional employee will have ample time to remedy the problem before the Board takes any action concerning the non-renewal of the professional employee. Such notice shall also contain specific suggestions for improvement in the areas of concern identified by the administrator.
3. Personnel whose full-time position has been reduced to part-time retain all rights and privileges of a full-time position, subject to the insurer's permission.

B. Contracts for Paraprofessionals:

For paraprofessional employees, the District shall provide a contract which includes the expected position, expected wage rate, expected hours per day, and expected days per year. Such notice will specify that the School District or the paraprofessional employee may terminate the employment by providing fourteen (14) calendar days written notice to the other.

C. When an opening for a professional position in this bargaining unit becomes available, the District shall interview paraprofessional employees who are certified for the position and request an interview.

#### **ARTICLE VII REDUCTION IN PERSONNEL**

- A. In the event that the Board finds it necessary to reduce the staff due to declining enrollment, budget limitations, or other conditions, which necessitate staff reduction, the Board shall terminate the necessary employees in a way, which is deemed to be in the best interests of the school. Seniority, certifications, Highly Qualified Teacher status, evaluation, disciplinary actions, and experience will be the factors strongly considered by the Board in making these decisions, but it is recognized by all parties that the education of the students must be the overwhelming consideration. This article shall not be used as a method of terminating an employee's employment for any other than a declining enrollment, budgetary purposes or the elimination of a program. Reductions in paraprofessional employees may occur at any time during the year, provided that Fifteen (15) calendar days written notice is provided to paraprofessional employees who are laid off. The Board will make every reasonable effort to minimize the effects in reduction in personnel on the current staff by absorbing as many positions as possible through attrition (retirements, resignations and refusal to contract).
- B. Any employee laid off because of a reduction in staff shall have a letter placed in his/her personnel file stating that said employee was not offered a new contract because of a reduction in staff. Any employee so affected shall have the right to appeal to the Board within ten (10) days of notification and may follow the procedures established by state law (RSA 189:14-A and B).
- C. Employees on layoff will be eligible for recall for a one-year period following their layoff (a one-time exception will be allowed for employees impacted by the Reduction in Force during the 2010-2011 School Year). Employees wishing to be placed on the recall list must notify the Superintendent by certified mail by October 31 of the same year following their layoff. Professional employees whose positions have been eliminated shall be offered a contract for the next open position for which the professional employee is certified. The same criteria that are set forth in Article VII (A) shall be used to determine whether to offer an open paraprofessional position to paraprofessional employees whose positions have been eliminated.

**ARTICLE VIII OBSERVATION, EVALUATION, EMPLOYEES FILES, AND DISCIPLINARY ACTION**

A. Observation and Evaluation:

1. Professional Employees:

- (a) The purpose of observations and evaluations is to help the professional employee. The professional employee's supervisors shall make all observations and evaluations.
- (b) All observations of teaching performance shall be conducted in person.
- (c) All professional employees will be given a written report prepared by their Principal or the Assistant Principal within five (5) days of the observation or evaluation. In the case of the Superintendent (see 1,f), the report will be prepared within five (5) days.
- (d) The professional employee shall return the written formal evaluation or written observation report to the Principal within five (5) days of receipt. Signature does not necessarily signify agreement with the content of the evaluation. The professional employee shall have the right to append his/her remarks to the formal report and any and all such remarks shall also be included in the professional employee's file.
- (e) No such report shall be included in the professional employee's file, be sent to central administration, or otherwise be acted upon without prior conference with, and knowledge and signature of the staff member. Such conference shall be held within forty-eight (48) hours of receipt of the report.
- (f) Any professional employee who disagrees with an observation report may request an additional observation with an option of another observer to be conducted within thirty (30) days after the original observation.
- (g) Formal evaluations, being instruments for affecting and maintaining good teaching, should contain constructive suggestions for improving weaknesses as well as noting strengths.
- (h) Professional educators may, from time to time, be brought into the school by the Superintendent's office for the purpose of assisting professional employees. Such assistance shall in no way constitute evaluation.

2. Paraprofessional Employees.

- (a) The purpose of observations and evaluations is to help the paraprofessional employee. The principal, assistant principal or special education director shall perform evaluations with input from professional staff who work directly with the paraprofessional employee.
- (b) All paraprofessional employees will be given a written report prepared by the evaluator within five (5) days of the evaluation.
- (c) Paraprofessional employees shall return the written formal evaluation to the evaluator within five (5) days of receipt. Signature does not necessarily signify agreement with the contents of the evaluation. The paraprofessional employee shall have a right to append his/her remarks to the formal report, and any or all such remarks shall also be included in the paraprofessional employee's file.
- (d) No such report shall be included in the individual's file, sent to central administration, or otherwise acted upon without prior knowledge and signature of employee.
- (e) Paraprofessional employees shall be observed and evaluated at least once every year during their first three years of employment, and at least every three years thereafter.
- (f) Formal evaluations, being instruments for affecting and maintaining good performance, should contain constructive suggestions for improving weaknesses as well as noting strengths.

B. Employee's Files:

1. Upon receipt of a written request, the employee shall be furnished a reproduction of any material in his/her file within a reasonable length of time, not to exceed four (4) working days.
2. Any employee shall have access to his/her files or records maintained in the school district within a reasonable length of time, not to exceed two (2) working days. No unofficial files shall be kept on any employee.
3. No material in an employee's file shall be removed and/or destroyed without recommendation of the Superintendent and approval of the Board.
4. No complaints to the administration against any employee may be used to discipline that employee unless the administration first gives the employee notice of the complaint and an opportunity to respond to it.

C. Disciplinary Action:

1. Just Cause: The parties agree that no professional employee shall be disciplined except for just cause.
2. Employees shall have the right to Association representation at every stage of any disciplinary proceeding or action.
3. The parties agree that no paraprofessional employee shall be disciplined without just cause. Discipline shall be defined to exclude changes in assignments, reductions in force and discharges.
4. The probationary period for paraprofessional employees shall be one (1) year. During the probationary period, Articles VI (B) and VIII (C) (3) shall not apply.

D. Assignments and Transfers:

1. All professional employees will be notified no later than June 30 of their subject and/or grade level assignments for the following year, subject to the School Board's right to reassign a professional employee when it is educationally sound and in the best interest of the School District.
2. In the event that a vacancy in a professional employee position occurs within the District, it shall be filled first through voluntary transfer and only thereafter filled by involuntary transfer, the entire process being subject to the School Board's determination of what assignments are educationally sound and in the best interest of the School District.

**ARTICLE IX LEAVES**

A. Sick Leave:

1. All professional employees will receive fifteen (15) days of sick leave each year, cumulative to one hundred twenty (120) days. All paraprofessional employees will receive ten (10) days of sick leave each year, accumulative to fifty (50) days. Sick leave will be awarded in full at the beginning of the school year.
2. Within the first ten (10) days of each school year, each member of the bargaining unit will receive, in writing, the number of sick days they have accumulated.
3. Upon returning to school after a leave of any duration, professional employees will receive and complete a report of their absence. The report will include the dates the professional employee was absent, the name of the substitute, and the number of sick days the professional employee has remaining.
4. The Board reserves the right to require a physician's note if a pattern of sick leave use is identified.
5. Sick leave may only be taken in no less than half day increments.

B. Sick Bank Provisions:

An employee may join the Sick Bank during his/her first two years of employment at Strafford School. The Sick Bank provisions will be in force for the duration of this Agreement as follows:

1. The Sick Bank shall consist of one Sick Bank account for professional employees and one Sick Bank for paraprofessional employees. Professional employees may access only the account for professional employees and paraprofessional employees may access only the account for paraprofessional employees. Days may not be transferred between professional and paraprofessional accounts.
2. Use of the Sick Bank will be for serious and extended illness only and must be certified by medical evidence.
3. A participant must be ill or injured for a period of thirty (30) calendar days before being eligible for the Sick Bank. Employees must have exhausted all available sick leave before receiving Sick Bank benefits. There will not be a grace period between the end of the thirty (30) calendar days and the beginning of Sick Bank use.
4. No employee may receive more than sixty (60) calendar days from the sick bank for a serious and extended illness.
5. Participating full-time professional employees agree to contribute a minimum of two and a maximum of six sick days per year to the Sick Bank account for professional employees. Part-time professional employees agree to contribute a minimum of one and a maximum of three sick days per year to the Sick Bank account for professional employees. Each year professional employees may opt to donate to the paraprofessional Sick Bank one time. If the Sick Bank account for professional employees can be replenished to the 150-day limit using only the days contributed by professional employees joining the Sick Bank for the first time, those professional employees who had previously joined that account will not contribute days. If additional days are needed to replenish the Sick Bank account for professional employees to the 150-day limit, returning professional employees will contribute one-half day increments until that account is full or until each professional employee has contributed his/her maximum allowable days.

6. Participating full-time paraprofessional employees agree to contribute a minimum of two and a maximum of six sick days per year to the Sick Bank account for paraprofessional employees. Part-time paraprofessional employees agree to contribute a minimum of one and a maximum of three sick days per year to the Sick Bank account for paraprofessional employees. If the Sick Bank account for paraprofessional employees can be replenished to the 150-day limit using only the days contributed by paraprofessional employees joining the Sick Bank for the first time, those paraprofessional employees who had previously joined that account will not contribute days. If additional days are needed to replenish the Sick Bank account for paraprofessional employees to the 150-day limit, returning paraprofessional employees will contribute one-half day increments until that account is full or until each paraprofessional employee has contributed his/her maximum allowable days.
  - 7.a. The professional and paraprofessional Sick Bank accounts will each accumulate to one hundred fifty (150) days.
    - b. The professional and paraprofessional Sick Bank accounts will be seeded each year at the beginning of each academic quarter.
    - c. Within the first ten (10) days of each school year, the President of the Strafford Education Association will receive in writing an explanation of the status of the professional and paraprofessional Sick Bank accounts.
  8. Participating professional employees will join the Sick Bank account for professional employees, and participating paraprofessional employees will join the Sick Bank account for paraprofessional employees and will be members of that account for the duration of their work in Strafford.
  9. A committee composed of (a) the Principal, (b) one professional employee elected by members of the professional employee Sick Bank account, (c) one paraprofessional employee elected by members of the paraprofessional employee Sick Bank account and (d) the Assistant Principal shall receive applications and determine eligibility for requests of days from each Sick Bank account. All decisions of this committee may be appealed to the Superintendent and, ultimately, to the Strafford School Board.
- C. Bereavement Leave:
1. Five (5) emergency days will be granted during the school year for death in the immediate family on a non-cumulative basis. These days will not be deducted from accumulative sick leave. Additional Bereavement Leave may be granted at the discretion of the Principal.
- D. Personal Leave:
1. Employees will be granted, upon prior notice, up to two (2) personal days paid leave annually (non-cumulative) for legal, business, household, family, and medical matters, which cannot be reasonably accomplished outside school hours. Said leave may not be taken to extend vacation and holiday periods without the approval of the Principal.
- E. Professional Leave:
1. Professional employees shall be granted up to three (3) professional days annually (non-cumulative) as authorized by the Principal. The Principal may allow exceptions to the rule, which will exceed three (3) days per week. Paraprofessional employees shall be granted two (2) days annually (non-cumulative) as authorized by the Principal. Paraprofessional employees shall have the option to use one professional day to attend staff development training days sponsored by SAU 44/Strafford School, with pay, for the purpose of professional growth. These days will be in addition to sick leave days and will be for the purpose of staff development or professional growth. Authorization for such days will not be arbitrarily or capriciously denied.
  2. The President of the Strafford Education Association or his/her designee shall be allowed an annual total of not more than one day of leave to conduct Association business. This day is not to be deducted from the individual's personal, professional, or sick leave.
- F. Jury and Witness Duty:
1. An employee who is called for jury duty or who is subpoenaed as a witness will notify the Superintendent or Principal as soon as possible and shall be excused from work duties for the actual time involved in said service and will receive compensation equal to the difference between full salary and jury duty and subpoena compensation.

## ARTICLE X EXTENDED LEAVES OF ABSENCE

### A. General Terms:

1. Employees may be granted a temporary leave of absence from school, without pay, for up to one (1) year subject to Board approval.
2. Any employee who has been granted a leave of absence may keep his/her insurance benefits in force while on unpaid leave provided he/she pays the entire cost.
3. Employees on leave shall retain accumulated sick leave and seniority.
4. An Employee on leave in accord with the provisions of this Article shall notify the administration of his/her intent to return for the next school year by March 1.

### B. Child-rearing/Adoptive Leave:

1. Child-Rearing/Adoptive leave will be available in accordance with the Family and Medical Leave Act of 1993 as adopted by the United States Congress and outlined in the Strafford School Board Policy, except that a professional employee whose child arrives during the school year shall be entitled to unpaid leave for either the remainder of the school year or 12 weeks, whichever is longer. The professional employee must provide written notice to the Superintendent of his or her intent to take such leave, including the duration of leave to be taken, at least ninety (90) days before the leave begins.

### C. Disability Leave:

1. The Board shall grant a disability leave when an employee is physically disabled and is unable to work.
2. A physician's letter stating the nature of the disability and when the employee may return to work will be required. The Board has the option to request an additional letter from a second physician.
3. An employee will be able to use his/her accumulated sick leave when on disability leave.

### D. Other Leaves:

1. Other leaves will be granted at the discretion of the Board on a case-by-case basis.

### E. Sabbatical Leaves:

1. Professional Employees who have been employed for seven (7) consecutive years by the School District may apply for a sabbatical leave for professional improvement for one (1) year. It is agreed that the definition of professional improvement includes: attending college to pursue graduate study or working in the private sector on a position which is directly related to the professional employee's area of certification.
2. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed upon by the Association and the Superintendent no later than January 1 of the school year proceeding the school year for which the sabbatical is requested. Action must be taken on the request no later than February 1 of that year.
3. Upon returning to service, the employee may not necessarily be assigned to the same position as was held prior to the granting of leave. However, every effort will be made to assign a professional employee to a similar, if not the same, position. Upon return from leave, placement on salary schedule will be no lower than the position before the leave was taken.
4. All personal benefits accrued, including seniority and/or date of hire, will be retained during sabbatical leave. The professional employee may continue health insurance and dental insurance if he/she pays the District the cost of the premium(s).
5. Professional employees who are granted sabbatical leave to pursue graduate study, and receive grades of "B" or better, will receive reimbursement for no more than 24 credit hours per year at the current in-state UNH per credit hour rate. In order to receive the above reimbursement, the professional employee must sign an agreement to return to teaching in the Strafford School District for at least two (2) years after completing the sabbatical leave.
6. Sabbatical leave is to be granted at the discretion of the Board.
7. Professional employees who are granted sabbatical leave may be granted up to 50% of their salary from the year previous to commencing the sabbatical leave.
8. In order to receive any salary during a sabbatical leave, the professional employee must sign an agreement to return to teaching in the Strafford School District for a minimum of three years.

9. If the professional employee does not stay in the Strafford School District for a minimum of three years, the professional employee will be required to reimburse the Strafford School District on a pro-rated basis.

#### ARTICLE XI WORKING CONDITIONS

##### A Length of School Day and School Year:

1. The work year for professional employees shall consist of one hundred eighty-eight (188) days.  
The eight contractual days beyond the student school year will include at least one (1) day prior to the start of the school year and one (1) day following the last day with students at the end of the school year as teacher work days to adequately prepare and pack up classrooms, and one day in May for student placement.
2. Professional Employees shall arrive at school approximately thirty (30) minutes before school begins and shall stay approximately thirty (30) minutes after school closes except on the last working day of the week, when professional employees may leave when all buses have departed.
3. The work year and the work day for each paraprofessional employee shall consist of the number of days and hours set forth in the paraprofessional employee's individual contract. The work year and work day for full-time paraprofessional employees shall be one hundred eighty two (182) days and seven (7) hours per day; the seven (7) hours per day do not include the thirty (30) minute lunch under Article XI (B) (1). Any reduction of a paraprofessional from full-time to less than full-time shall be in accordance with Article VII.
4. The length of the school day shall be six and one-half (6 1/2) hours or not more than thirty-two and one-half (32 1/2) hours per week, including the lunch/recess period.
5. Within ten (10) school days of the end of the first marking period, a day will be set aside for parent-teacher conferences. Pupils will not attend school on this day. This will be counted as one of the 188 contractual days.
6. Employees recognize the need to meet with parents at times that are mutually agreeable. It is understood that, on occasion, these meetings will take place outside the employee's workday. Employees will not be expected to meet unreasonable demands.

##### B. Lunch:

1. The District shall provide each professional employee with a daily duty-free lunch period of at least thirty (30) consecutive minutes except on days when inclement weather requires changes in the supervision schedule. The District shall provide each paraprofessional employee who works more than five (5) consecutive hours with an unpaid duty-free lunch period of at least thirty (30) consecutive minutes.

##### C. Preparation Periods:

1. The School Board shall provide a minimum of five (5) preparation periods of at least forty-five (45) minutes each per five (5) day week for all professional employees.

##### D. Staff Meetings and After-School Workshops:

1. Staff meetings and after-school workshops shall be of reasonable number and duration. Professional employees will be given at least forty-eight (48) hours written notice, except in cases of emergency, with reasons for the meeting stated. All staff meetings shall begin promptly and conclude no later than 4:30 p.m. except by prior mutual consent. Professional employees shall be given the opportunity to suggest items for discussion at faculty meetings and workshops.
2. One paraprofessional shall be designated to attend each staff meeting and communicate the meetings' contents to other paraprofessionals. The Principal may require more than one paraprofessional to attend such meetings at his discretion.

##### E. Evening Meetings and Functions:

1. No more than eight (8) evening meetings or functions shall be required of professional employees each year.

##### F. Substitutes:

1. It will be the Principal or Principal's designee's responsibility to obtain the services of substitutes.

2. Substitutes shall be provided for all professional and paraprofessional staff at the discretion of administration and the availability of substitutes. If a specialty substitute is not available, a classroom monitor will be provided to insure that teacher preparation time is not diminished.

G. Class size:

1. The Board shall make every effort to maintain the State of New Hampshire's recommendations for desirable class size.

H. Transportation of Students:

1. Employees will not be required to transport students.

**ARTICLE XII INSURANCE AND BENEFITS**

A. Medical Insurance:

1. The parties agree that all employee health contributions shall be made in accordance with and pursuant to Internal Revenue Service Plan 125.

The District will contribute the following percentages towards the premiums for one of the two plans offered by the Local Government Center, or an equal amount may be applied to an equivalent health insurance plan as determined by the Board: 95% of an individual, 88% of a two-person, and 80% of a family. Effective July 1, 2012, the Comp100 plan will no longer be available to employees. Employees may choose to enroll in plans BC3T5RDR R3/15M1 and MTB5 R3/15M1.

2. The school district shall offer a "Buy Out" option of **two thousand dollars (\$2,000)** per year as long as a minimum of 22 employees take the buy-out option otherwise it will revert to one thousand dollars (\$1000). Any employee who wishes to exercise this option must notify the Board in writing 30 days prior to issuance of their first paycheck of the school year.

3. Either party, with written notice to the other by September 1st, may reopen negotiations on medical insurance under this agreement, for the 2013-2014 and 2014-2015 contract years. In the event neither party requests to reopen negotiations in accordance with this provision, or unless otherwise agreed by the parties, no change in medical insurance, including, but not limited to, premium cost sharing, shall occur. The parties may agree to adjustments to other economic terms based upon savings in health insurance costs generated from the reopener.

B. Dental Insurance:

1. The District will contribute the full premium cost for single membership dental for each full time employee for the Northeast Delta Dental Insurance Plan C.

C. Life Insurance or Annuity Contribution:

1. Professional employees may select one of the following:
  - a. The District will purchase term life insurance for each professional employee in the amount of \$30,000.00.
  - b. The District will contribute the individual premium cost of the term life insurance policy to one of the annuities currently in existence at the school or to one additional annuity plan mutually agreed upon among the members of the bargaining unit.
  - c. The additional annuity plan agreed upon in b may be changed to another one from year to year as agreed upon by the members of the bargaining unit.
2. Professional employees will be able to change selection on a yearly basis.

D. Physical Examinations:

1. The District shall pay all costs associated with routine physical examinations should the Board make such examinations mandatory for employment in the District.

- E. For employees who work at least twenty (20) hour per week, the District shall pay 100% of the premium for long-term disability insurance under Health Trust's proposal at the beginning of each school year for group long-term disability insurance or under a comparable policy.

## ARTICLE XIII COMPENSATION

### A. Wages and Salaries:

1. The salary schedule for professional employees and the wage schedules for paraprofessional employees covered by this Agreement are set forth in Appendix A. Either party with written notice to the other by September 1st, may reopen negotiations on wages and salaries under this agreement, for 2013-14 and 2014-15 contract years. In the event neither party requests to reopen negotiations in accordance with this provision, or unless otherwise agreed by the parties, salaries and wages shall be paid in accordance with the schedules in Appendix A.
2. Longevity shall be awarded to those professional employees who have completed twelve (12) or more years as professionals in the Strafford School District, in the following amounts \$600 in 2012-13, \$650 in 2013-14, and \$700 in 2014-15.
3. Longevity shall be awarded to those paraprofessional employees who have completed twelve (12) or more years as paraprofessionals in the Strafford School District, in the following amounts: \$300 in 2012-13, \$325 in 2013-14, and \$350 in 2014-15.

### B. Extracurricular and Special Services Compensation:

1. The extracurricular and special services compensation will be dispersed in accord with Appendix B of this document. The administration and or athletic director with the approval of the Board will develop Job descriptions and contracts will be issued.
2. Any extracurricular position(s), which are not picked up by professional employees on or before September 8th will be opened to paraprofessional employees. Any extracurricular position(s) which are not picked up by employees on or before September 15th will be opened to the public. Staff members are eligible to apply for the position along with members of the public. The position(s) will be filled with the most qualified candidate, as determined by the Administration. Compensation will be negotiated at the time of hiring, but will not exceed the dollar amount specified for the position(s) in the Master Agreement.
3. The Board reserves the right to limit the number of stipend positions taken by any one staff member.

### C. Step Assignment:

1. Years of experience will be used to assign steps on the schedule. Fractions over one-half will be considered to be a full year for the purpose of assigning steps.
2. Generally, no employee shall be hired at a step higher than a current employee who has the same years' experience and the same training. However, the Superintendent may place a professional employee on a step of the salary schedule which exceeds that professional's prior experience if the position is in a critical shortage area as defined by the New Hampshire Department of Education, or the Board and the Association mutually agree to do so. Also, the Superintendent may place a paraprofessional employee on a step of the wage schedule which exceeds that paraprofessional's prior experience if the Superintendent determines that there is an unavailability of qualified candidates for the position at the wage set forth in the schedule, or the Board and the Association mutually agree to do so.

### D. Method of Payment:

1. Salaries will be paid starting with the first regular payday of the school year and will be paid in either 21 or 26 biweekly checks at the option of the professional employee.
2. Professional employees who receive 26 biweekly checks will also have the option of receiving an additional two-week check on the first payday in December. These amounts forwarded will be deducted from the summer checks. Notice will be given to the bookkeeper no later than November 1 in order to receive this pre-Christmas payment.
3. Professional employees who receive 26 biweekly checks may choose either biweekly payments continuing through the summer or a lump sum upon completion of duties at the end of the school year. Notification of a change in the summer payment option must be made to the bookkeeper in writing by April 30.
4. Pay periods for paraprofessional employees shall be bi-weekly. For each pay period, paraprofessional employees shall be paid only for hours actually worked and for any paid leave which the paraprofessional employee took during that pay period. When an unplanned delayed opening of school or an unplanned early release from school occurs (e.g. due to weather conditions), employees shall be paid for the hours lost as a result of the unplanned delayed opening or unplanned early release.

E. Withholding an Increment:

Withholding of an increment shall require the following two items:

1. Notice to the professional employee of those particulars of performance which will lead to the withholding should the performance not improve, and;
2. A subsequent evaluation of the professional employee, after which the decision to withhold the increment is made.

F. Funding:

1. Funds needed to implement this contract must be voted by the District at its annual meeting.

G. Hiring Above Step:

1. The Board retains the right to engage a new professional employee above step in the salary schedule in an emergency. The Board determines an emergency.

H. Salary Adjustment:

1. Salary adjustments for professional employees hired after the beginning of the school year will be made on the basis of a number of school days remaining in the school year. The salary will be divided by 188 days and the quotient will be multiplied by the number of days left in the school year at the time of employment.

I. Retirement Provisions:

1. The Strafford School district agrees to pay retiring professional employees a retirement of \$3,000.00 upon completion of their last year of employment. Retiring paraprofessionals will receive \$1,000.00 upon completion of their last year of employment. Any employee requesting the retirement severance must notify the Superintendent in writing by October 1, the year prior to their last year of employment.
2. The bonus will be in addition to any other increments for which the employee may qualify and will become part of the employee's yearly salary.
3. In order to qualify for the retirement bonus, employees must be at least fifty-five (55) years of age and have at least 15 years of service to the Strafford School District as a professional employee or paraprofessional. A maximum of five (5) years as a paraprofessional may be counted toward the fifteen (15) years of the professional employee
4. Notwithstanding any other provision in this Agreement, payment to an employee under this section shall be delayed until at least 121 days after the employee's retirement in such amount as is necessary to prevent the School District from being assessed by the NHRS under RSA 100-A:16(III)(a).

J. Course Reimbursement:

1. The District will pay the tuition and registration fees for one (1) course per year for each professional employee, and one course every two (2) years for each paraprofessional employee, at the University of New Hampshire in-state rate per credit hour. However, the total reimbursement to all employees under this provision shall not exceed \$26,000 per year.
  - a. In addition the District will provide tuition and registration fees for ten (10) additional courses for the professional employees at the UNH in-state rate per credit hour.
2. Each course must be consistent with and contribute to the assigned responsibilities and duties of the professional employee requesting course reimbursement.
3. Upon successful completion of a Master's Program, the professional employee will move across to the appropriate track on the salary schedule. Any advanced graduate courses earned prior to the enrollment in a Master's Program may not be transferred or recognized for advancement on the salary scale beyond the Master's track. Any courses which are to be applied to the Master's + tracks must be graduate level courses.
4. Professional Employees who have satisfactorily completed academic courses and who wish to use such additional credits for salary purposes must notify the Superintendent in writing no later than December 1 of any contract year for impact in the next school year. Change of status will become effective in September at the beginning of any school year. Status will not change during the school year.

5. Each course must be approved by the building Principal and be consistent with the professional employee's individual staff development plan.
  6. Courses will be reimbursed after successful completion of the course.
  7. All course reimbursement shall be contingent upon the successful completion of a course with a grade of "B" or better. Professional employees will provide copies of grade reports to the Board within thirty (30) days of receipt.
- K. Staff Development Workshops:
1. The District will provide \$13,500 for staff development approved workshops for each year of this contract..
- L. Travel Reimbursement:
1. Employees will be reimbursed at the Internal Revenue Service rate for travel authorized by the Principal that is required in the execution of their responsibilities.
- M. Workshops and Purchases:
1. Requests for reimbursement for workshops and authorized purchases must be submitted for reimbursement to the building Principal within thirty days of the purchase or workshops in order to receive reimbursement. Reimbursement to the staff members will be within fourteen (14) days of submitting receipts to the building Principal.
- N. Sick Leave Reimbursement:
1. After seven (7) of service in the Strafford School District, a professional employee leaving or retiring will be reimbursed for accrued sick leave at a rate of fifty dollars (\$50.00) per day.
- O. Contract Signing:
1. Professional staff in the Strafford School District will have their yearly contracts by May 1st. Furthermore, the Superintendent must receive the contracts no later than May 15th; if the signed contract is not returned by May 15th then the position will be assumed vacant.
  2. Paraprofessional staff in the Strafford School District will be sent their notices of Intent to employ by June 1<sup>st</sup>. The Superintendent must receive each employee's notice with the employee's signature on it no later than June 15th. If the signed notice is not returned by **June 15<sup>th</sup>**, then the position will be assumed vacant.

#### ARTICLE XIV SAVINGS CLAUSE

If any provision of this Agreement is or shall at any time be contrary to law and/or State Board of Education Regulations when they have the effect of law, then such provisions shall not be applicable, except to the extent permissible by law and/or the State Board of Education Regulations when they have the effect of law.

#### ARTICLE XV HANDLING OF NEW ISSUES

Matters of collective bargaining import not covered by this Agreement may, during the life of this Agreement, be handled in the following manner:

Being a mutual Agreement, this instrument may be amended at any time by mutual consent, subject to RSA 273-A and voter approval of cost items.

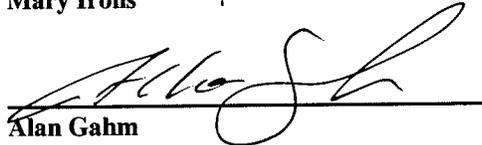
**ARTICLE XVI DURATION**

The parties agree to a three (3) year Agreement commencing July 1, 2012 through June 30, 2015.

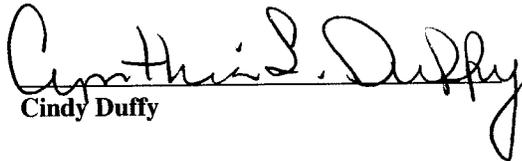
The current agreement will remain in full effect after expiration until a successor agreement is ratified and signed. The foregoing sentence shall be understood to mean that the status quo doctrine shall control in the event that a successor agreement is not reached before this document expires.

**STRAFFORD EDUCATION ASSOCIATION**

  
\_\_\_\_\_  
Mary Irons

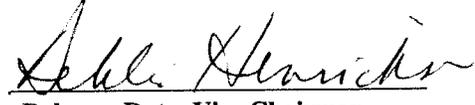
  
\_\_\_\_\_  
Alan Gahm

  
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Ann Graham

  
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Cindy Duffy

**STRAFFORD SCHOOL BOARD**

  
\_\_\_\_\_  
Lynda Powers, Chairman

  
\_\_\_\_\_  
Rebecca Doty, Vice Chairman  
Debbie Hinrichsen

**STRAFFORD SCHOOL DISTRICT  
APPENDIX A**

Appendix A1: Professional Salary Schedules

**2012-13**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30/M A</b>	<b>MA+15</b>	<b>MA+30</b>
1	\$36,922	\$37,527	\$38,131	\$38,735	\$39,339
2	\$37,527	\$38,131	\$38,735	\$39,339	\$39,944
3	\$38,131	\$38,735	\$39,339	\$39,944	\$40,548
4	\$38,735	\$39,339	\$39,944	\$40,548	\$41,152
5	\$39,339	\$39,944	\$40,548	\$41,152	\$41,757
6	\$39,944	\$40,548	\$41,152	\$41,757	\$42,361
7	\$40,850	\$41,454	\$42,663	\$43,570	\$44,476
8	\$41,757	\$42,059	\$43,570	\$44,476	\$45,382
9	\$42,663	\$43,872	\$44,476	\$45,382	\$46,289
10	\$43,570	\$44,476	\$45,382	\$46,289	\$47,800
11	\$44,476	\$45,382	\$46,289	\$47,860	\$49,673
12	\$45,382	\$46,289	\$48,102	\$49,673	\$51,486
13	\$46,591	\$47,800	\$49,673	\$51,486	\$53,903
14	\$47,800	\$49,612	\$51,486	\$53,903	\$55,111
15	\$49,008	\$50,821	\$53,903	\$56,320	\$56,924
16	\$50,217	\$53,299	\$56,320	\$58,133	\$59,039
17	\$51,425	\$55,111	\$58,737	\$60,006	\$61,215
18	\$52,634	\$57,529	\$60,550	\$61,819	\$63,028

**2013-14**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30/MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	\$37,476	\$38,089	\$38,703	\$39,316	\$39,930
2	\$38,089	\$38,703	\$39,316	\$39,930	\$40,543
3	\$38,703	\$39,316	\$39,930	\$40,543	\$41,156
4	\$39,316	\$39,930	\$40,543	\$41,156	\$41,770
5	\$39,930	\$40,543	\$41,156	\$41,770	\$42,383
6	\$40,543	\$41,156	\$41,770	\$42,383	\$42,996
7	\$41,463	\$42,076	\$43,303	\$44,223	\$45,143
8	\$42,383	\$42,690	\$44,223	\$45,143	\$46,063
9	\$43,303	\$44,530	\$45,143	\$46,063	\$46,983
10	\$44,223	\$45,143	\$46,063	\$46,983	\$48,517
11	\$45,143	\$46,063	\$46,983	\$48,578	\$50,418
12	\$46,063	\$46,983	\$48,823	\$50,418	\$52,258
13	\$47,290	\$48,517	\$50,418	\$52,258	\$54,711
14	\$48,517	\$50,357	\$52,258	\$54,711	\$55,938
15	\$49,743	\$51,583	\$54,711	\$57,165	\$57,778
16	\$50,970	\$54,098	\$57,165	\$59,005	\$59,925
17	\$52,197	\$55,938	\$59,618	\$60,906	\$62,133
18	\$53,423	\$58,392	\$61,458	\$62,746	\$63,973

2014-15

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30/MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	\$38,038	\$38,661	\$39,283	\$39,906	\$40,528
2	\$38,661	\$39,283	\$39,906	\$40,528	\$41,151
3	\$39,283	\$39,906	\$40,528	\$41,151	\$41,774
4	\$39,906	\$40,528	\$41,151	\$41,774	\$42,396
5	\$40,528	\$41,151	\$41,774	\$42,396	\$43,019
6	\$41,151	\$41,774	\$42,396	\$43,019	\$43,641
7	\$42,085	\$42,707	\$43,953	\$44,886	\$45,820
8	\$43,019	\$43,330	\$44,886	\$45,820	\$46,754
9	\$43,953	\$45,198	\$45,820	\$46,754	\$47,688
10	\$44,886	\$45,820	\$46,754	\$47,688	\$49,244
11	\$45,820	\$46,754	\$47,688	\$49,307	\$51,174
12	\$46,754	\$47,688	\$49,556	\$51,174	\$53,042
13	\$47,999	\$49,244	\$51,174	\$53,042	\$55,532
14	\$49,244	\$51,112	\$53,042	\$55,532	\$56,777
15	\$50,489	\$52,357	\$55,532	\$58,022	\$58,645
16	\$51,735	\$54,910	\$58,022	\$59,890	\$60,824
17	\$52,980	\$56,777	\$60,513	\$61,820	\$63,065
18	\$54,225	\$59,267	\$62,380	\$63,688	\$64,933

## Appendix A2: Paraprofessional Wage Schedules

<b>2012-13</b>			
<b>Step</b>	<b>Not HQT</b>	<b>Assoc ECE or HQT</b>	<b>BA/BS</b>
1	11.15	12.15	12.40
2	11.40	12.40	12.65
3	11.65	12.65	12.90
4	11.90	12.90	13.15
5	12.15	13.15	13.40
6	12.40	13.40	13.65
7	12.65	13.65	13.90
8	12.90	13.90	14.15
9	13.15	14.15	14.40
10	13.40	14.40	14.65
11	13.65	14.65	14.90
12	13.90	14.90	15.15
13	14.15	15.15	15.40
14	14.40	15.40	15.65
15	14.65	15.65	15.90
16	14.90	15.90	16.15
17	15.15	16.15	16.40
18	15.40	16.40	16.65
19	15.65	16.65	16.90
20	15.90	16.90	17.15
21	16.15	17.15	17.40
22	16.40	17.40	17.65
23	16.65	17.65	17.90

**2013-14**

<b>Step</b>	<b>Not HQT</b>	<b>Assoc ECE or HQT</b>	<b>BA/BS</b>
1	11.45	12.45	12.70
2	11.70	12.70	12.95
3	11.95	12.95	13.20
4	12.20	13.20	13.45
5	12.45	13.45	13.70
6	12.70	13.70	13.95
7	12.95	13.95	14.20
8	13.20	14.20	14.45
9	13.45	14.45	14.70
10	13.70	14.70	14.95
11	13.95	14.95	15.20
12	14.20	15.20	15.45
13	14.45	15.45	15.70
14	14.70	15.70	15.95
15	14.95	15.95	16.20
16	15.20	16.20	16.45
17	15.45	16.45	16.70
18	15.70	16.70	16.95
19	15.95	16.95	17.20
20	16.20	17.20	17.45
21	16.45	17.45	17.70
22	16.70	17.70	17.95
23	16.95	17.95	18.20

**2014-15**

<b>Step</b>	<b>Not HQT</b>	<b>Assoc ECE or HQT</b>	<b>BA/BS</b>
1	11.80	12.80	13.05
2	12.05	13.05	13.30
3	12.30	13.30	13.55
4	12.55	13.55	13.80
5	12.80	13.80	14.05
6	13.05	14.05	14.30
7	13.30	14.30	14.55
8	13.55	14.55	14.80
9	13.80	14.80	15.05
10	14.05	15.05	15.30
11	14.30	15.30	15.55
12	14.55	15.55	15.80
13	14.80	15.80	16.05
14	15.05	16.05	16.30
15	15.30	16.30	16.55
16	15.55	16.55	16.80
17	15.80	16.80	17.05
18	16.05	17.05	17.30
19	16.30	17.30	17.55
20	16.55	17.55	17.80
21	16.80	17.80	18.05
22	17.05	18.05	18.30
23	17.30	18.30	18.55

# STRAFFORD SCHOOL DISTRICT

## APPENDIX B

### COACHING, EXTRA-CURRICULAR, AND SPECIAL SERVICES COMPENSATION

2012-15

ACTIVITY	STIPEND		
	2012-13	2013-14	2014-15
Athletic Director	\$1600	\$1600	\$1,700
Boys Soccer Coach	\$1200	\$1200	\$1,300
Girls Soccer Coach	\$1200	\$1200	\$1,300
Boys Basketball Coach	\$1400	\$1400	\$1,500
Girls Basketball Coach	\$1400	\$1400	\$1,500
Boys Baseball Coach	\$1200	\$1200	\$1,300
Girls Softball Coach	\$1200	\$1200	\$1,300
Drama Director	\$1000	\$1000	\$1100
Drama Assistant Director (split between two people)	\$750	\$750	\$850
Yearbook Advisor	\$1000	\$1000	\$1,100
Cross Country Coach	\$1000	\$1000	\$1,100
Staff Development Representative	\$1600	\$1600	\$1,700
Eighth Grade Advisors (split between 2 people)	\$1100	\$1100	\$1,200
Student Council Advisor	\$700	\$700	\$800
Preschool Screening Coordinator	\$800	\$800	\$900
Destination Imagination Director	\$1100	\$1100	\$1,200
Fun and Fitness Instructors (5 teachers @ \$350 each)	\$1750	\$1750	\$1,850
Climbing Instructor	\$600	\$600	\$700
Paraprofessional Staff Development Representative	\$900	\$900	\$1,000