

AGREEMENT BETWEEN THE
STRATHAM SCHOOL DISTRICT
AND THE
STRATHAM TEACHERS' ASSOCIATION
SEPTEMBER 1, 2022 – AUGUST 31, 2026

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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 qualifications 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 and school psychologists, 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 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 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 even of an impasse, RSA 273-A:12 shall govern.
- D. Nothing in this article shall be construed to prohibit the Association and the Board from reaching agreement at any time between declaring of impasse and the Annual School District 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 that the provisions or application 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 and revised August, 2019) will only be made by mutual agreement of the Stratham School Board and the Stratham Teachers' Association. The building principal may act as the Board's agent in approving changes to the Professional Employee Packet. The Association will notify the Board at least four (4) weeks in advance of the Association evaluation committee's annual meeting and the Board will designate a member or members to attend such meeting. Annually, the Stratham Evaluation Committee will present changes to the full School Board. At least one member of the Stratham Teacher's Association Evaluation Committee will attend the SAU evaluation committee meetings while the SAU's new evaluation document is being created or revised.
- 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 the 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 that explains the reason for removal of said document.

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 provisions of this Agreement.
2. An “aggrieved person” or grievant is the person or the Stratham Association making the complaint.
3. When used in this article the term “days” shall mean working school days, except after the end of the school year when ‘days” shall mean Monday through Friday. Weekend or holiday 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 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 a complaint 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, after formally submitting a written grievance to the principal, the grievance is still not resolved to the grievant’s satisfaction or if no decision has been rendered by the principal within ten (10) days of receiving the written grievance, the grievant may appeal to the Superintendent in writing within ten (10) days. The Superintendent shall arrange for a meeting to take place within ten (10) days of receipt of the appeal. Upon completion of meeting the superintendent shall, within ten (10) days, render a written decision to the

grievant, to the Association, and to the principal 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 ten (10) days from the date of the Level Two meeting, the grievant may request and shall be granted a review by the Board. Such request must be made within ten (10) 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 ten (10) days. The Board, or committee thereof, shall review the grievance and shall hold a meeting with the grievant within twenty (20) days of the of the meeting. The Board shall render a written decision to the grievant, 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 meeting with the Board, the grievant shall notify the Association within ten (10) days of the receipt of the Board's decision or within 10 days of the expiration of the twenty (20) day window for the board to render a decision. If the Association determines that the matter should be arbitrated further, it shall in writing, so advise the Board within ten (10) days of the date the employee requested the matter to be moved to arbitration. Once the matter has been moved to arbitration, the parties will attempt to mutually agree upon an arbitrator to hear the grievance. If the parties are unable to agree, the Association may request the appointment of an arbitrator in accordance with the rules and procedures of the New Hampshire Public Employee Labor Relations Board. If the PELRB is unable to provide an arbitrator agreeable to the parties, the Association may initiate a request for arbitration with the Labor Relations Connection.

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 all parties in interest and witnesses are guaranteed freedom from restraint, interference, coercion, discrimination, or reprisal with respect to the processing of the 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 the School District buildings for meetings at such times that will not interfere with the normal operations of the School 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 will be granted the privilege of using teacher mailboxes for communications of reasonable size and shape "to be determined by the Principal."
- D. Representatives of the Local, State, and National Education Associations shall be permitted to meet with the Association members concerning Association business on school property at reasonable times, provided that this shall not disrupt normal school operations, and 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 a 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 may 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. The Parties agree that the district shall provide the Treasurer of the Association the following information electronically in EXCEL format for each bargaining unit member on or before October 15.

Employee name, date of hire, position, work location, classification, salary schedule step, full or part time status, number of annually paid hours, wage rate, home mailing address (including street, city/town, state and zip code), home phone, stipends and work e-mail address.

Upon request and with reasonable notice, updated information will be provided prior to January 15.

Furthermore, the parties agree that during negotiation years the Association will also be provided insurance plan selections by individual bargaining unit employees (e.g. Single, 2p, Family) and the total cost of each plan for the current year and the subsequent year once that information is available.

The Association agrees that the School District will be held harmless for providing the information outlined above.

When public information is available and is requested by the Association from the School District, 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.

The Association Treasurer will submit the signed dues deduction forms to the SAU #16 office by October 1 or February 1 of each school year, or within thirty (30) days of hire for employees hired after the start of the school year. If an Association member leaves the School District before the full dues have been deducted, the balance shall be deducted from the member's final check provided that the final check covers the balance. The Association agrees it will provide the District with any changes to dues for payroll deductions by October 1st of each school year.

If an Association member desires to cancel his/her membership in the Association, he/she shall submit the request to cancel to the Association in writing. Within twenty-four (24) hours of receipt of a written cancellation request, the Association will forward the request to the SAU office. Upon receive of the request from the Association, the District will promptly discontinue future dues deductions.

- J. At the end of each month, the SAU 16 Office will transmit all the current months' dues to the Treasurer of the Association.
- K. The School District 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 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 before and after the school day for a total not to exceed thirty (30) minutes per day. This time will be used at the discretion of the employee, except in emergencies when employees may be assigned to assist with student supervision. The schedule of this time is to be determined by the administration with at least ten (10) minutes before and ten (10) minutes after the regular school day. A schedule for this time will be set by the first day of the school year. If there are changes in this schedule, at least two weeks' notice will be given to employees.

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 school activities. 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, which will not occur more than two (2) times per month and will not exceed one (1) hour in duration. However, it is agreed for the special education staff an additional staff meeting may be held for up to 45 minutes monthly. Building administration shall provide professional employees with the meeting schedule for the year no later than the first day of school. Agendas will be provided three (3) days in advance of each meeting. Meetings may be scheduled with at least two (2) weeks notice, except in emergencies when as much notice as possible will be provided.
 - 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. Professional employees may request approval of the building principal, or designee, to leave the building during their unscheduled time provided they notify the principal's office prior to their leaving and upon their return.
- E. 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.
- F. 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. This provision is waived on days with delayed openings or early dismissals due to weather or other unexpected situations. On scheduled early release days, the lost class periods will be equally rotated among grade levels, minimizing loss of student related arts time. A schedule of these dates and adjusted class schedules will be provided at the beginning of the school year (no later than September 15th).
- G. In the event of an extended day or double sessions at any school, the Association 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 paragraph B of this Article. If there is an extended day, double sessions, or change to the 430 minute requirement, the Board and the Association agree to negotiate 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.

- H. 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.
- I. In the event individual professional employees agree 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 agreed upon by administration for unusual classroom situations. Every effort will be made to accommodate individual schedules. Partial days will be paid on a prorated per diem based on the actual hours worked with a minimum of two and a half (2.5) hours of pay. There will be no discipline of employees who choose not to work beyond 184 days.

ARTICLE X
VACANCIES AND TRANSFERS

- A. Notice 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 be 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 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. Seniority is defined as consecutive years of service in the Stratham School District. 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.

The Board will first examine if a reduction in force can be accomplished through attrition (e.g. retirements, resignations).

If additional reductions are still needed, professional staff on a Performance Improvement Plan will be reduced first in reverse order of seniority.

Among the professional staff, remaining reductions shall be made in reverse order of seniority, providing there are fully certified and competent staff members qualified to replace them and perform all the assigned duties of the terminated staff member.

Notice of planned reduction shall be communicated to all employees when a final determination as to the extent of reductions is known. 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 SAU 16 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 SAU 16 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 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 tracks, only graduate credits earned since the date the School District granted the employee's current track, placement will be considered for further advancement to other tracks on the schedule.

For all employees, online college credits will only be recognized for salary track advancement for online courses originating from and credits or hours being issued by a regionally accredited college or university. However, any employee enrolled in a matriculating program as of September 1, 2022, will be allowed to use all credits from that program towards salary track advancement.

- 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 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 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 employees hired in the Stratham School District on or before June 17, 2005, staff development clock hours will count towards salary track advancement on the salary plan. Employees hired after June 17, 2005 will be limited to seven (7) credits from professional development sources for purposes of advancement within each separate salary track. For employees hired on or after September 1, 2022, staff development clock hours will not count for salary track advancement on the salary plan.

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 as set forth above. Staff development credit for approved workshops or approved courses taken during school hours is not applicable for salary advancement. The SAU 16 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 SAU 16 Office by August 15 of the ensuing year. 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 SAU 16 Office with a 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 in-state University of New Hampshire rate per credit hour. This will be paid for either approved courses or approved workshops. Only professional employees enrolled in a degree program will be reimbursed for courses at the higher UNH tuition rate. This will be paid upon submission of proof of amount of tuition fees required, and upon recommendation of the Superintendent. Conference/workshop requests exceeding \$1500 will be subject to Board approval. The SAU 16 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 \$2,300 of these funds as part of the application/completion of National Board for Professional Teaching Standards certification subject to Board approval. The SAU 16 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 assistance under Article XII, section H, must agree to complete the full next year in Stratham School district or forfeit the above amount. This repayment will not apply to deaths, retirements, or nonrenewals.
- I. The School District shall provide the following health care plans for employee choice for the duration of this contract:
- A. Access Blue HMO-AB15IPED-RX10/20/45
 - B. Access Blue HMO-AB5-RX5/15/30

The School District's share of the cost of health insurance for current professional employees shall be 90% for choice A and 85% for choice B.

If the plans listed above are changed or become unavailable during the duration of this contract, the STA will select a comparable plan from those available for Board approval.

If in any year the total premium cost for the health care plans offered by the School District exceeds the Federal government's Excise Tax on High-Cost Employer-Sponsored coverage limit, the STA will have until the end of the month in March to select a plan that falls below the premium tax threshold. If the STA does not select a plan by the deadline, the School District will be authorized to choose the plan. The School District will fund the chosen plan at 85%.

- J. Life insurance will be issued to each professional employee with 100% of the premium paid by the school district. Coverage will be at \$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 the 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.
- 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. Tear round coverage.
 4. No exclusions for pre-existing conditions.
- N. Professional employees will have the option to purchase long-term health coverage, at professional employee's 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 as permitted under IRS regulations. The plan allows for pre-tax treatment of reimbursed medical and dependent day care expenses.

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 for the 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. Personal days may not be used on the school day immediately before or after any school holiday (Thanksgiving or Christmas) or vacation (February and April and summer) Exceptions due to extenuating circumstances may be approved at the discretion of the Principal or designee.

- D. Each professional employee will be provided with up to five (5) 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, mother-in-law or father-in-law. For other relatives, including grandparents, uncles, aunts, cousins, or other relatives living in the home of the professional employee, the district shall grant three (3) days of leave. Bereavement leave may be extended to include other individuals or beyond the three or five days prescribed at the discretion of the Superintendent of Schools.
- E. Any professional employee serving in the National Guard or a Military Reserve Unit shall be entitled to pay differential and continued benefits for annual training for active duty obligations in the National Guard or Reserves. Such differential shall not exceed a two-week period within a given contract year. Professional employees that have been activated shall be entitled to pay differential while on active duty.
- 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 teacher's credit, but cannot be used during the leave of absence. Such sick leave 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. Alternative 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 emergency situations.

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 new 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 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. A professional employee on probationary status does not qualify for leave under this section. A probationary employee may be granted family leave with the recommendation of the Superintendent and with the approval of the Stratham School Board.

C. Sabbatical Leave

Proposals for sabbatical leaves 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. A professional employee who has been granted a sabbatical leave must serve another seven consecutive years before being eligible for an additional sabbatical 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 leaves 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. This repayment provision will not apply to deaths or non-renewals. 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 leaves 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 their current salary. A professional employee who has been granted a sabbatical must serve another seven consecutive years before being eligible for an additional sabbatical leave. Not more than one professional staff member may be authorized for a half-year

in-house 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. This repayment provision will not apply to deaths or non-renewals. While on leave, all medical, dental, life, and disability insurance benefits will continue.

E. Sick Leave Bank

A. 1. The board shall permit its employees to donate their available sick days (sick leave days) to a Sick Leave Bank that will be utilized to assist workers who are suffering from a catastrophic illness or injury and who have exhausted all of their available sick time. Participation in the program is strictly voluntary.

2. The "Sick Leave Bank" shall be established in the following manner:

i. Annually on or before September 15, any member of the bargaining unit who desires to join the Sick Leave Bank must complete and sign a form to join and donate to the bank. Any employee hired after September 15 must complete and sign a form to join the sick bank within thirty (30) days of hire. The Association shall provide the employee with the form to join.

ii. An Employee must contribute one sick day to the Sick Leave Bank in order to join the sick leave bank.

iii. The maximum number of days in the Sick Leave Bank at any one time shall be one hundred ten (110) days. Up to ninety (90) days may be carried over from year to year. If the sick leave bank is at the maximum, no new days may be donated until the start of the next year.

iv. In the event the Sick Leave Bank falls below twenty-five (25) days in any contract year, all participating members will be given the opportunity to donate up to two (2) additional days, subject to the cap of one hundred and ten (110) days.

v. The District and the Association shall keep a record of the contributions and deductions from the Sick Leave Bank and shall compare their records to ensure accuracy at the end of each school year.

3. Sick Leave Bank Committee

A Sick Leave Bank Committee shall be appointed each year and shall consist of two (2) members appointed by the Association Co-Presidents and one member appointed by the Board. The Committee may adopt guidelines with respect to the governance of the Sick Leave Bank and will be responsible for reviewing and approving all requests for use of Sick Leave Bank time. Appointed committee members will establish a clear process for

requesting time from the Sick Leave Bank and clear guidelines for the review and approval of requests. The guidelines established by the Committee shall be approved by the Associations Executive Board and shall be reviewed periodically to ensure the guidelines are appropriate to the existing needs of the Association.

4. Use of Sick Leave Bank

i. Any participating employee wishing to request days from the sick leave bank must submit their request to the Sick Leave Bank Committee for consideration. Any employee applying for time from the sick leave bank must have exhausted all individually accrued sick leave time before they will be able to use any approved Sick Leave Bank time they may be granted.

ii. Qualifying reasons for use of the Sick Leave Bank shall be limited to “catastrophic” personal illness or injury which requires medical treatment and renders the employee unable to work for a period of ten (10) consecutive work days or more.

iii. Any employee making a request from the Sick Leave Bank may be required to provide medical documentation of the medical condition/illness related to the request to the Sick Leave Bank Committee for review. The Committee shall maintain the confidentiality of all medical documentation.

iv. Participating members shall be able to request up to fifteen (15) days from the Sick Leave Bank in any one contract year.

v. In situations where a member is unable to make this request themselves due to the illness/injury, the Association will accept a request submitted by a family representative in accordance with the established guidelines for the bank.

vi. If a member is denied sick time by the Sick Leave Bank Committee and the employee feels the denial is not warranted, they shall have the ability to appeal the decision of the Committee to the Association Executive Board. Final decisions of the Sick Bank Leave Committee and/or Association Executive Board are not subject to the grievance process.

Time approved from the Sick Leave Bank by the Committee shall be communicated to the Human Resources office as soon as the determination is made.

E. Child Bearing Leave:

Any employee who is approved for leave for child bearing purposes shall be entitled to utilize accrued sick leave for up to forty (40) days or the period of disability, whichever is longer.

G. Parenting Leave

Any employee who is approved for leave under the Family Medical Leave Act (FMLA) shall be entitled to use up to five (5) days of accrued sick leave following the birth, adoption or foster placement of a child. Such leave will run concurrently with the FMLA leave.

ARTICLE XV
SEVERENCE 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. 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 that age of fifty (50). 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 15 of the school year in which the retirement will 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.

If New Hampshire law changes regarding public employee retirement pay calculation, the parties agree to reopen this provision of the contract only. The reopening will be "sunset" at the end of this agreement.

- 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 1/6 their current salary. A professional employee who has been granted a sabbatical must serve another seven consecutive years before being eligible for an additional sabbatical leave. 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. This repayment provision will not apply to deaths or non-renewals. While on leave, all medical, dental, life, and disability insurance benefits will continue.

ARTICLE XVI – Salary Schedule: 2022-2026

- A. In each year of this contract, the salary schedule will be increased as follows:
Year 1- 2022-2023: 1.5%
Year 2- 2023-2024: 1.5%
Year 3: 2024-2025: 1.5%
Year 4: 2025-2026: 1.5%

Salary schedules can be found in the Appendix.

The parties agree that in the event this four year agreement expires without a successor agreement that no further COLA will be made.

- B. Any teacher who holds National Board Certification will receive an additional stipend of \$2,000 for each of these contract years.
- C. Any teacher who has completed at least 12 years of teaching in the Stratham School District will receive an annual longevity payment in accordance with the chart below:

12 – 13 years in Stratham - \$1000
14 – 15 year in Stratham - \$1500
16 – 17 years in Stratham - \$2000
18 – 19 years in Stratham - \$2500
20 – 24 years in Stratham - \$3000
25+ years in Stratham - \$3500

Professional employees who have been on step 13 for more than one year but or who are ineligible for longevity will receive an annual \$500 experience stipend added to base salary until they are eligible for longevity.

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 in Stratham.

- D. A stipend of \$2,500 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, 2022 and shall remain in full force and effect until August 31, 2026, 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 the 2022 Annual School District Meeting, 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 12th day of January, 2022.

STRATHAM TEACHERS' ASSOCIATION

STRATHAM SCHOOL DISTRICT SCHOOL BOARD



Gary Harrison, Co-President STA



Cheryl Eveligh, School Board Chair



Ashley Page, Co-President STA

APPENDIX Salary Schedules

Year 1 - 2022-2023: 1.5% increase

	BA	BA15	MA / BA45	MA15	MA30
1 yr experience	\$47,448.00	\$50,653.00	\$54,667.00	\$56,794.00	\$59,068.00
2 yr experience	\$49,424.00	\$52,763.00	\$56,945.00	\$59,162.00	\$61,529.00
3 yr experience	\$51,482.00	\$54,962.00	\$59,317.00	\$61,628.00	\$64,092.00
4 yr experience	\$53,628.00	\$57,252.00	\$61,789.00	\$64,195.00	\$66,763.00
5 yr experience	\$55,862.00	\$59,636.00	\$64,363.00	\$66,870.00	\$69,544.00
6 yr experience	\$58,189.00	\$62,122.00	\$67,043.00	\$69,655.00	\$72,442.00
7 yr experience	\$60,615.00	\$64,710.00	\$69,839.00	\$72,558.00	\$75,460.00
8 yr experience	\$63,140.00	\$67,406.00	\$72,747.00	\$75,582.00	\$78,605.00
9 yr experience	\$65,771.00	\$70,214.00	\$75,779.00	\$78,731.00	\$81,880.00
10 yr experience	\$68,510.00	\$73,140.00	\$78,937.00	\$82,011.00	\$85,291.00
11 yr experience	\$71,366.00	\$76,188.00	\$82,226.00	\$85,427.00	\$88,845.00
12 yr experience	\$75,048.00	\$79,363.00	\$85,652.00	\$88,986.00	\$92,547.00
13 yr experience	\$75,048.00	\$83,044.00	\$89,334.00	\$92,670.00	\$96,228.00

Year 2 - 2023-2024: 1.5% increase

	BA	BA15	MA / BA45	MA15	MA30
1 yr experience	\$48,160.00	\$51,412.00	\$55,487.00	\$57,646.00	\$59,954.00
2 yr experience	\$50,166.00	\$53,554.00	\$57,799.00	\$60,050.00	\$62,452.00
3 yr experience	\$52,254.00	\$55,787.00	\$60,206.00	\$62,552.00	\$65,054.00
4 yr experience	\$54,432.00	\$58,111.00	\$62,716.00	\$65,158.00	\$67,764.00
5 yr experience	\$56,699.00	\$60,531.00	\$65,329.00	\$67,873.00	\$70,587.00
6 yr experience	\$59,062.00	\$63,054.00	\$68,048.00	\$70,700.00	\$73,528.00
7 yr experience	\$61,524.00	\$65,681.00	\$70,887.00	\$73,647.00	\$76,592.00
8 yr experience	\$64,087.00	\$68,417.00	\$73,838.00	\$76,716.00	\$79,784.00
9 yr experience	\$66,758.00	\$71,267.00	\$76,916.00	\$79,911.00	\$83,108.00
10 yr experience	\$69,538.00	\$74,237.00	\$80,121.00	\$83,241.00	\$86,571.00
11 yr experience	\$72,436.00	\$77,331.00	\$83,460.00	\$86,709.00	\$90,178.00
12 yr experience	\$76,173.00	\$80,553.00	\$86,937.00	\$90,321.00	\$93,935.00
13 yr experience	\$76,173.00	\$84,290.00	\$90,674.00	\$94,060.00	\$97,672.00

Year 3 - 2024-2025: 1.5% increase

	BA	BA15	MA / BA45	MA15	MA30
1 yr experience	\$48,882.00	\$52,184.00	\$56,319.00	\$58,511.00	\$60,853.00
2 yr experience	\$50,918.00	\$54,358.00	\$58,666.00	\$60,951.00	\$63,389.00
3 yr experience	\$53,038.00	\$56,623.00	\$61,109.00	\$63,490.00	\$66,029.00
4 yr experience	\$55,248.00	\$58,983.00	\$63,657.00	\$66,135.00	\$68,781.00
5 yr experience	\$57,550.00	\$61,439.00	\$66,309.00	\$68,891.00	\$71,646.00
6 yr experience	\$59,948.00	\$64,000.00	\$69,069.00	\$71,761.00	\$74,631.00
7 yr experience	\$62,447.00	\$66,666.00	\$71,950.00	\$74,751.00	\$77,741.00
8 yr experience	\$65,049.00	\$69,444.00	\$74,946.00	\$77,866.00	\$80,980.00
9 yr experience	\$67,759.00	\$72,336.00	\$78,069.00	\$81,110.00	\$84,355.00
10 yr experienc	\$70,581.00	\$75,351.00	\$81,322.00	\$84,490.00	\$87,870.00
11 yr experienc	\$73,523.00	\$78,491.00	\$84,711.00	\$88,010.00	\$91,530.00
12 yr experienc	\$77,315.00	\$81,762.00	\$88,241.00	\$91,676.00	\$95,344.00
13 yr experienc	\$77,315.00	\$85,554.00	\$92,034.00	\$95,470.00	\$99,137.00

Year 4: 2025-2026: 1.5% increase

	BA	BA15	MA / BA45	MA15	MA30
1 yr experience	\$49,616.00	\$52,966.00	\$57,164.00	\$59,389.00	\$61,766.00
2 yr experience	\$51,682.00	\$55,173.00	\$59,546.00	\$61,865.00	\$64,340.00
3 yr experience	\$53,833.00	\$57,473.00	\$62,026.00	\$64,443.00	\$67,020.00
4 yr experience	\$56,077.00	\$59,867.00	\$64,612.00	\$67,127.00	\$69,812.00
5 yr experience	\$58,413.00	\$62,360.00	\$67,303.00	\$69,925.00	\$72,720.00
6 yr experience	\$60,847.00	\$64,960.00	\$70,105.00	\$72,837.00	\$75,751.00
7 yr experience	\$63,384.00	\$67,666.00	\$73,029.00	\$75,873.00	\$78,907.00
8 yr experience	\$66,024.00	\$70,845.00	\$76,070.00	\$79,034.00	\$82,195.00
9 yr experience	\$68,775.00	\$73,421.00	\$79,240.00	\$82,327.00	\$85,620.00
10 yr experienc	\$71,640.00	\$76,481.00	\$82,542.00	\$85,757.00	\$89,187.00
11 yr experienc	\$74,626.00	\$79,668.00	\$85,982.00	\$89,330.00	\$92,903.00
12 yr experienc	\$78,475.00	\$82,988.00	\$89,564.00	\$93,051.00	\$96,774.00
13 yr experienc	\$78,475.00	\$86,838.00	\$93,415.00	\$96,902.00	\$100,624.00