



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**STRATFORD TEACHERS ASSOCIATION**

**AND**

**STRATFORD SCHOOL BOARD**

**July 1, 2024 – June 30, 2027**

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## PREAMBLE

Agreement, made March 14, 2024, by and between the Stratford School Board, hereinafter called the "Board" and the Stratford Teachers' Association, hereinafter called the "Association".

## WITNESSETH:

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

## ARTICLE I - RECOGNITION

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

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

## ARTICLE II - NO DISCRIMINATION

The Association agrees to represent equally all teachers without regard to gender, sexual orientation, religion, disability, race, color, creed, age, sex, **genetic information, gender expression and gender identity**, marital status or membership in the Association, except for non-payment of dues, as stated (RSA 273-A.511C).

The Board agrees not to discriminate against a teacher because of gender, sexual orientation, religion, disability, race, color, creed, age, sex, **genetic information, gender expression, gender identity**, marital status or membership in the Association.

### **ARTICLE III - JURISDICTION AND AUTHORITY OF THE SCHOOL BOARD**

The Board, subject only to the language of this agreement reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to direct and manage all activities of the school district.

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

### **ARTICLE IV - NEGOTIATION PROCEDURE**

On or before October 1 of the appropriate year, the Association shall notify the Board of its intent to negotiate. Jointly they will determine a date for meeting to informally discuss concerns, establish ground rules, and set dates for succeeding meetings. Within one week of this first meeting **or a mutually agreed upon date**, the parties will exchange proposals on changes to the contract concerning terms and conditions of employment they wish to bargain so that they can enter into negotiations in a good faith effort to reach agreement. Any agreement reached shall be reduced to writing and signed by the Board and the Association. Any agreement reached which requires the expenditure of public funds for its implementation shall not be binding upon the Board, unless and until the necessary appropriations have been approved by the voters of the district. The Board shall make a good faith effort to secure the funds necessary to implement said agreements. If such funds are not forthcoming, the Board and the Association shall resume negotiations concerning terms and conditions of employment in accordance with the provisions of this agreement.

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

1. Anything said at these meetings shall be held in confidence until a tentative agreement is reached on the strictest confidence with no reprisals, so that feelings may be freely expressed.
2. Press releases will be done jointly.
3. Records will be kept by both parties as notes.
4. All issues to be discussed will be introduced by the fourth meeting.
5. Members will be advised if outside consultants will be attending any meetings.
6. If the parties fail to reach agreement on any matter or matters concerning terms and conditions of employment, either party may declare an impasse pursuant to RSA 273-A:12.

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

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

#### **ARTICLE V - PROFESSIONAL COMPENSATION**

A. The basic salaries of professional employees covered by this agreement are set forth in Appendix A, which is attached to and incorporated in this agreement. Such salary schedule shall remain in effect during this term of this agreement.

**2024-2025 – Year 1 – Add \$3,000 to base. Everyone on the salary schedule moves up a step. Everyone off step, shall receive \$1000. Adjustments to reflect years of service and experience shall be made to those who are currently off step.**

**2025-2026 – Year 2 – Add \$500 to base. Everyone on the salary schedule moves up a step. Everyone off step, shall receive \$1000**

**2026-2027 – Year 3 – Add \$500 to base. Everyone on the salary schedule moves up a step. Everyone off step, shall receive \$1000**

**New Hires will be placed on the track and step in accordance with education level and years of experience. No teacher hired, shall be placed on a higher step or receive a higher salary than present members of the bargaining unit with equal or the same amount of experience or education.**

**In the event an employee has more than 15 years of experience, and when there is not an exact match of a current employee to compare to, the highest step of the respective track will be applied plus \$1,000 for each year, past 15 years of experience.**

***Example, in 2024, a new hire has a Master's and 20 years of experience (5 more years than the scale). The Master's Track, Step 15 is 56,625 plus \$1,000 multiplied by 5 years, results in a salary of \$61,625***

**The Superintendent, or his/her designee, will consult with the President of the Association, or his/her designee, on the salary amount of any new hire prior to the person being brought before the Board and a contract being offered to him/her.**

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

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

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

E. **Graduate credits earned after receiving a Master's degree will be counted towards placement on the MA+ 15 track.**

F. **If a teacher expects to qualify for another track for the coming school year, they must notify the Superintendent by November 1 of the year preceding that in which the qualification will occur.**

G. **Upon the request of an employee, payroll deductions shall be allowed.**

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

#### **ARTICLE VI - RETIREMENT INCENTIVE**

A. A teacher in the Stratford School District will receive, in addition to his/her regular contractual remuneration according to Schedule A of this agreement, an additional **\$18,000**. At the unit member's option, the total amount of **\$18,000** may be taken in the final year of service or it may be divided into two **\$9,000** payments in each of the final two years of employment, or into three **\$6,000** payments in each of the final three years of employment.

The notification shall take place no later than November 1<sup>st</sup> during the school year in which the unit member intends to retire. Payments will be provided within 60 calendar days of the last day of school. A teacher who intends to take advantage of this section must first meet the following qualifications:

1. The teacher must have accrued a minimum of ten (10) years of full-time teaching

experience in the Stratford School District by the date of retirement.

2. Either of the following criteria must apply by the date of retirement:
  - a. The teacher must have **fifteen (15)** years total full-time teaching experience, or:
  - b. The teacher must reach fifty-five (55) years of age.

### **ARTICLE VII - WORK DAY / WORK YEAR**

- A. Teachers requested and agreeing to teach during their planning period, will be reimbursed an additional sum equal to one, divided by the number of periods in a regular school day, times their **per diem rate**.
- B. Any bargaining unit member who is asked to cover a class or **combine classes** for another teacher shall be paid **\$25.00** for each block covered.
- C. **IEP meetings shall be scheduled in consultation with the classroom teacher**
- D. Any bargaining unit member who is asked to work additional days beyond the one hundred eighty- **six (186)** contractual days will be paid an amount equal to one, one hundred-**eighty-sixth (1/186)** of their normal salary for each additional day. Such additional days shall be approved in advance by the Superintendent.
- E. **All teachers shall be provided with a duty-free, 30-minute lunch period scheduled at a time when food service is available.**
- F. **All teachers shall have at least one, uninterrupted, planning and preparation scheduled every day, equal to a full class period.**
- G. **Notwithstanding an emergency, student breakfast shall be held in the cafeteria until the start of the first class.**
- H. Teachers will be expected to be at school fifteen minutes before the beginning of the students' **instructional school day** and to stay until fifteen minutes after the **final bell of the student instructional day**, except for assigned duties. **The student instructional day is defined as the start of the first class for students and ends at the final bell.**
- I. The school year will be scheduled between the last **week** in August through **June 30th**. The ensuing year's calendar will be finalized by no later than the June School Board meeting, pending extenuating circumstances. The **Superintendent** shall distribute the **first draft of the calendar** to all members of the professional staff and **shall receive** comments and suggestions fifteen (15) days prior to its adoption. Changes to the calendar will only be

made after seeking additional input from the staff.

J. Teachers may be required to be present at school before or after the defined school day to attend to those matters which properly require attention, including parent conferences, consultations or other activities scheduled with or directly involving the teacher. **Notwithstanding an emergency**, the administration reserves the right and the discretion to schedule **no more than 2 meetings a month** to conduct the proper administration of the schools. Staff meetings will start within 15 minutes of the end of the **student instructional day** and not extend beyond one hour in duration, except upon mutual consent of both parties.

K. **For the duration of the agreement, all individual contracts will be for one hundred eight-six (186) days.**

**186 days: 180 student instructional days**

**One (1) day at bargaining unit member discretion**

**Five (5) days at administrative discretion (including parent-teacher conference time)**

**The one (1) day at bargaining unit members discretion shall be worked by each bargaining unit member in his/her assigned building. The specific activities in which members engage at school on these days shall be subject to each member's discretion such as classroom setup, grading, and preparation.**

**The Board reserves the right to convert any student instructional days to non-student teacher work days. The tasks assigned teachers on any such converted non-student work days shall be determined solely by Administration.**

**Guidance may, at the discretion of the Administration, be required to work additional mutually agreed upon non-contractual work days and payment for such days shall equal that person's per diem wages/salary.**

**The parent teacher conference day will be a student-free day. Teachers will include afternoon/evening conferences as needed but will end no later than 7:00 PM. Bargaining unit members will be available for conferences throughout the scheduled conference day, and additional time if needed.**



## ARTICLE VIII - INSURANCE PROVISIONS

A. **For the 2024-2025, 2025-2026, 2026-2027 school years, The Stratford School District shall pay the full cost of SchoolCare Yellow No Choice Fund for each full-time unit member up to a premium contribution cap as follows:  
Family - \$21,000 2-person - \$16,000 Single - \$8,000**

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

The district agrees to provide those enrolled in the SchoolCare Yellow No Choice Fund plan with a Health Reimbursement Account (HRA) in the following amounts:

Individual= \$1,000

Family= \$2,000 (two or more individuals)

The above amounts will be available annually on July 1st.

The HRA can be used for reimbursement of deductibles, co-insurance or eligible out-of-pocket medical expenses, including pharmaceuticals, incurred by the plan enrollee and/or their eligible dependents. There will be no rollover of funds from one year to the next.

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

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

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

E. The District shall establish an IRS IRC Section 125 account which may be used up to the maximum allowed by law.

F. If the cost of health insurance exceeds a 15% increase from the previous year's cost, the remaining years of this multi-year contract will reopen for negotiations. (Example: **if in the current year our health insurance rates are 22% over the previous year, we will reopen negotiations for upcoming years within the contract**).

G. **A teacher who is on leave without pay status, due to medical illness, shall continue on the District's health insurance for the contract year, as long as the employee pays their portion of the premium**

H. In the event a teacher has used all accumulated sick days and is absent due to an illness, any teacher may request that some accumulated days from their account be transferred to the account of the ill or disabled teacher. Such requests will be submitted, upon the recommendation of the Sick Day Committee, by the Association President to the Superintendent for approval, but no more than thirty (30) days may be transferred by all teachers during one (1) school year. The Sick Day Committee shall consist of three (3) staff members appointed by the Association President. The committee may grant additional days on a case by case basis.

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

- Basic Death benefit is **\$50,000**.
- **Benefits get reduced by 35% at age 70 and by an additional 20% at age 75.**
- Accidental Death and Dismemberment Disability is equal to the life coverage, **\$50,000**.
- Short Term Disability plan, the benefit is 66 2/3% of your weekly salary less any other income benefits.
- There is a 30-day elimination period, which payment would start on Day 31
- The maximum benefit is 52 weeks.
- **No simultaneous or dual payments (sick leave, workers comp ins and A.D.& D)**
- The district cannot pay out sick time to make an employee whole due to that sick time being considered other income benefits. The 66 2/3% benefit would be reduced by the amount of sick time.

J. The district shall provide the basic **dental** insurance at **100%** at the single level for all members of the bargaining unit. Each unit member shall have the option of upgrading the level of dental insurance to two-person or family coverage at his/her own expense.

### **ARTICLE IX - COURSE REIMBURSEMENT**

A. The sum of \$5,000 per year will be made available, in area of certification, for courses, seminars, and workshop reimbursement to teachers under the provisions of this article during this agreement: subject to 50% available each semester (\$2,500) to be prorated equitably throughout the full year, subject to availability of funds.

B. To be eligible for reimbursement, courses, workshops, and seminars must be approved by the Superintendent in advance of the teacher's registration. **In addition to the \$5,000 above, the sum of \$3,000 per year will be made available to teachers, who do not hold an initial certification and shall be subject to the same language in Article IX.**

Money for course reimbursement, conferences and workshop registration are subject to the availability of funds, each semester, except for those enrolled in an approved degree program, on a first come first serve basis determined by the Superintendent.

### 1. Courses:

The district shall reimburse each teacher up to the cost of graduate credit at UNH but not to exceed the actual credit cost, for each approved course successfully completed at an accredited college or university. A maximum of **the cost of twelve (12) credits per person per year** is allowed. When a grant or an aid is received from a source other than the district, that sum shall be subtracted from the district's reimbursement. Courses taken during the spring and summer sessions will be reimbursed during the thirty (30) day period following the opening of school in September. Courses completed between September 1 and March 31 will be reimbursed upon proof of completion **and evidence of a B or better or comparable score in non-traditional grading systems as determined by the superintendent.** The teacher must be teaching in the district during the reimbursement period to be eligible for reimbursement.

**If the member chooses to leave the employment of the Stratford School District for employment elsewhere within 1 year after the end of the classes for which the member is reimbursed, the District shall require a refund of the reimbursements that were given within 12 months of departure.**

### 2. Workshops and Seminars:

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

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

## **ARTICLE X - LEAVES OF ABSENCE**

A. **SICK LEAVE** - A teacher shall be entitled to use accumulated sick leave, with pay at the rate of one one-hundred-eighty sixth (1/186) of his/her annual salary, for illness or physical disability.

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

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

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

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

Failure to present **medical documentation** when required, will mean that the employee will not be paid for sick leave for that absence.

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

B. **SICK LEAVE INCENTIVE UPON TERMINATION** If a teacher works ten consecutive years in the school district (including approved leaves of absences as a consecutive year), when the teacher terminates his or her employment with the district, the school district will buy back up to ninety (90) days of accrued sick leave at the rate of \$75.00 per day. If notification is given after November 1 and funds are not available, payment will be given the following fiscal year, **but no later than 30 days after July 1<sup>st</sup>**.

C. **ANNUAL SICK LEAVE INCENTIVE** - The district will provide a sick day buyback for bargaining members who have accumulated more than 90 days. The employee will be reimbursed for sick days that they have accumulated above the 90 day carry forward at the rate of ~~\$40.00~~ **\$75.00** per day. The payment will be after the end of the school year (on or before July 15).

D. **PERSONAL LEAVE** - Three days of **personal leave will be available for personal reasons at the beginning of every school year**. Application to the Principal for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies). The Principal shall consider requests in the order in which they are received.

Personal days cannot be used the day before or after a vacation except in the case of an emergency or if prior approval is obtained from the Principal.

E. **PERSONAL LEAVE INCENTIVE** - Unused personal days shall be paid out at \$75.00/day at the end of the school year.

F. **DEATH IN THE IMMEDIATE FAMILY** - Up to three (3) days at any one time in the event of death of a member of an employee's immediate family (parent, wife, husband, son, daughter, brother, sister, parent-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandparents-in-law, and grandchildren. **Three (3) additional days** may be granted if sufficient cause is given to the Superintendent at any one time in the event of the death of a parent, spouse, child, sibling, grandparent, or grandchild.

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

H. **CHILDBEARING LEAVE** - Childbearing leave shall be granted in accordance with the FMLA and Article VIII A, Sick Leave to employees for the birth of a child, placement for adoption or foster care, or accepting guardianship of a child . te-unit member shall notify the Superintendent of his/her desire to take such leave thirty (30) calendar days prior to the estimated day of the leave's commencement.

I. **CHILD REARING LEAVE:**

Child Rearing leave shall be granted upon request to bargaining unit members. Such leave is for the purpose of caring for minor members within the unit member's household. Use of this leave shall include care of a unit member's natural children, adopted children, foster children, and guardianship. **An employee shall have the choice of using accumulated sick leave or unpaid leave during this time.**

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

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

Upon return from child rearing leave, the bargaining unit member shall be assigned to the

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

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

L. ABSENCES - For all absences other than those specifically authorized in advance by the Superintendent or for which provision is made in A, D, E, F, G, above, a deduction will be made for each day of absence at the rate of one one-hundred-eighty-sixth (1/186) of the teacher's salary.

#### ARTICLE XI - LEAVES WITHOUT PAY

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

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

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

C. Military:

Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session.

D. Health:

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

E. Family Illness:

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

## **ARTICLE XII - ASSOCIATION RIGHTS**

- A. The Board agrees that the individual teacher shall have full freedom of association, self- organization, and the designation of representatives of his/her own choosing to negotiate the terms and conditions of his/her employment and that he shall be free from interference, restraint, or coercion by the Board, or its agents, in the designation of such representative or in self organization or in other concerted activities for the purpose of collective bargaining.
- B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings when such use does not conflict with pre-scheduled activities provided that the Association observe the established rules governing the use of the building by groups.
- C. No teacher shall be required to appear before the Board or its agents unless he/she has been given prior written notice of the reason for such a meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such interview if the teacher so desires.
- D. **A teacher room for the purposes of breaks and lunch shall be made available to all teachers.**
- E. A copy of the current School District Policy Manual shall be placed in the teachers' room.
- F. A copy of Board minutes shall be placed in the teachers' room.
- G. Teaching vacancies shall be **sent electronically to all employees.** twenty-four

(24) hours before they are advertised to the public.

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



### **ARTICLE XIII - LAYOFFS**

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

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

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

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

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

## **ARTICLE XIV - DUES DEDUCTION**

- A. The Board agrees to deduct from the salaries of its employees dues for the NEA-NH/STA.
- B. **The Stratford Teachers Association shall provide a list of employees requesting dues deduction to the SAU office, and the amount to be deducted, no later than October 15<sup>th</sup> of each year.**
- C. The district shall discontinue such deductions for any school year only if notified by the teacher in writing to do so not later than October 1st each school year. The teachers waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization and relieve the district and all its officials from any liability thereof.
- D. Deductions will be made in ten (10) installments beginning with the first check in November, or if requested in writing by the member the total deduction may be made from the final payment in June.

## **ARTICLE XV - SAVINGS CLAUSE**

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

## **ARTICLE XVI - GRIEVANCE PROCEDURE**

### Definition:

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

### The following matters are excluded from grievance:

- A. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or
- B. A complaint of a probationary teacher which arises by reason of his/her not being re-employed; or

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

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

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

Procedure:

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

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

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

The Principal shall attempt to resolve the grievance with the grievant as quickly as possible, but within a period not to exceed five (5) school days from the receipt of the appeal. The Principal shall communicate his/her decision in writing to the grievant and to the immediate **supervisor** involved at the previous step of the grievance procedure.

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

3: The Superintendent shall review the facts in the case and the decisions rendered at previous steps in the grievance procedure and shall, within ten (10) school days of receipt of the appeal to this level, meet with the grievant and communicate his/her decision in writing to the grievant and to the administrator involved at the previous steps of the

grievance procedure.

Step 4: If the grievance is not resolved to the grievant's satisfaction at Step 3, he/she may request a review by the Board. Such requests must be made within five (5) school days after receipt of the Superintendent's decision at Step 3, and shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and, at its option, may, or at the request of the grievant, shall hold a hearing with the grievant. Within twenty (20) school days of the receipt of the appeal, or within twenty (20) school days after the date of the hearing, if held, whichever comes later, the Board shall render a decision in writing and forward copies of the decision to the grievant and to the administrators involved at the previous steps of the grievance procedure.

Step 5: If the grievance is not resolved to the grievant's satisfaction at Step 4, he/she may submit the issue to arbitration **within twenty (20) school days after the date in which the grievant has received the Board's decision**. Arbitration shall be **final and binding**. The following procedure shall be used to secure the services of an arbitrator:

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

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

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

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

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

f. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing

room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

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

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

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

**The Board and the Association grant that any or all of the grievance steps described in this Article may be skipped by mutual agreement. The Board and the Association may, by mutual agreement, extend the timelines within the grievance procedure.**

#### ARTICLE XVII - DURATION

This agreement shall be effective **July 1, 2024** and shall continue in effect until **June 30, 2027** If neither the Association nor the School Board notifies the other and presents its requests concerning terms and conditions of employment by October 1 of the appropriate year, this agreement shall remain in effect for another year and for as many succeeding years as this notification deadline is not met.

Stratford Teachers Association

Bonnie Galanin

Date

4/30/24

Stratford School Board

Michelle King

[Signature]

Date

3/13/2024

## APPENDIX A – SALARY SCHEDULES

		Stratford School District					2024-2025	Step Index--->		
		SALARY SCHEDULE					Year 1	Track Index--->		
		BASE	BA	BA +15	BA +30	MA	MA +15	MA +30	CAG	Doctorate
		37,500	-	0.030	0.030	0.030	0.030	0.030	0.040	0.045
186 day contract	INDEX									
STEPS										
1	1.000	37,500	37,500	38,625	39,750	40,875	42,000	43,125	44,250	46,313
2	1.030	38,625	38,625	39,750	40,875	42,000	43,125	44,250	45,375	47,438
3	1.060	39,750	39,750	40,875	42,000	43,125	44,250	45,375	46,500	48,563
4	1.090	40,875	40,875	42,000	43,125	44,250	45,375	46,500	47,625	49,688
5	1.120	42,000	42,000	43,125	44,250	45,375	46,500	47,625	48,750	50,813
6	1.150	43,125	43,125	44,250	45,375	46,500	47,625	48,750	49,875	51,938
7	1.180	44,250	44,250	45,375	46,500	47,625	48,750	49,875	51,000	53,063
8	1.210	45,375	45,375	46,500	47,625	48,750	49,875	51,000	52,125	54,188
9	1.240	46,500	46,500	47,625	48,750	49,875	51,000	52,125	53,250	55,313
10	1.270	47,625	47,625	48,750	49,875	51,000	52,125	53,250	54,375	56,438
11	1.300	48,750	48,750	49,875	51,000	52,125	53,250	54,375	55,500	57,563
12	1.330	49,875	49,875	51,000	52,125	53,250	54,375	55,500	56,625	58,688
13	1.360	51,000	51,000	52,125	53,250	54,375	55,500	56,625	57,750	59,813
14	1.390	52,125	52,125	53,250	54,375	55,500	56,625	57,750	58,875	60,938
15	1.420	53,250	53,250	54,375	55,500	56,625	57,750	58,875	60,000	62,063
Base Increase										
\$3000 from prior year		OS=+\$1000								

		Stratford School District					2025-2026	Step Index--->		
		SALARY SCHEDULE					Year 2	Track Index--->		
		BASE	BA	BA +15	BA +30	MA	MA +15	MA +30	CAG	Doctorate
		38,000	-	0.0300	0.0300	0.0300	0.0300	0.0300	0.0400	0.0400
186 day contract	INDEX									
STEPS										
1	1.0000	38,000	38,000	39,140	40,280	41,420	42,560	43,700	44,840	46,740
3	1.0600	40,280	40,280	41,420	42,560	43,700	44,840	45,980	47,120	49,020
4	1.0900	41,420	41,420	42,560	43,700	44,840	45,980	47,120	48,260	50,160
5	1.1200	42,560	42,560	43,700	44,840	45,980	47,120	48,260	49,400	51,300
6	1.1500	43,700	43,700	44,840	45,980	47,120	48,260	49,400	50,540	52,440
7	1.1800	44,840	44,840	45,980	47,120	48,260	49,400	50,540	51,680	53,580
8	1.2100	45,980	45,980	47,120	48,260	49,400	50,540	51,680	52,820	54,720
9	1.2400	47,120	47,120	48,260	49,400	50,540	51,680	52,820	53,960	55,860
10	1.2700	48,260	48,260	49,400	50,540	51,680	52,820	53,960	55,100	57,000
11	1.3000	49,400	49,400	50,540	51,680	52,820	53,960	55,100	56,240	58,140
12	1.3300	50,540	50,540	51,680	52,820	53,960	55,100	56,240	57,380	59,280
13	1.3600	51,680	51,680	52,820	53,960	55,100	56,240	57,380	58,520	60,420
14	1.3900	52,820	52,820	53,960	55,100	56,240	57,380	58,520	59,660	61,560
15	1.4200	53,960	53,960	55,100	56,240	57,380	58,520	59,660	60,800	62,700
Base Increase \$500		OS=+\$1000								

		Stratford School District					2026-2027	Step Index-->	D.03	
		SALARY SCHEDULE					Year 3	Track Index-->	D.03	
		BASE	BA	BA +15	BA +30	MA	MA +15	MA +30	CAG	Doctorate
		38,500	-	0.03	0.03	0.03	0.03	0.03	0.04	0.04
186 day contract	INDEX									
STEPS										
1	1.0000	38,500	38,500	39,655	40,810	41,965	43,120	44,275	45,815	47,355
2	1.0300	39,655	39,655	40,810	41,965	43,120	44,275	45,430	46,970	48,510
3	1.0600	40,810	40,810	41,965	43,120	44,275	45,430	46,585	48,125	49,665
4	1.0900	41,965	41,965	43,120	44,275	45,430	46,585	47,740	49,280	50,820
5	1.1200	43,120	43,120	44,275	45,430	46,585	47,740	48,895	50,435	51,975
6	1.1500	44,275	44,275	45,430	46,585	47,740	48,895	50,050	51,590	53,130
7	1.1800	45,430	45,430	46,585	47,740	48,895	50,050	51,205	52,745	54,285
8	1.2100	46,585	46,585	47,740	48,895	50,050	51,205	52,360	53,900	55,440
9	1.2400	47,740	47,740	48,895	50,050	51,205	52,360	53,515	55,055	56,595
10	1.2700	48,895	48,895	50,050	51,205	52,360	53,515	54,670	56,210	57,750
11	1.3000	50,050	50,050	51,205	52,360	53,515	54,670	55,825	57,365	58,905
12	1.3300	51,205	51,205	52,360	53,515	54,670	55,825	56,980	58,520	60,060
13	1.3600	52,360	52,360	53,515	54,670	55,825	56,980	58,135	59,675	61,215
14	1.3900	53,515	53,515	54,670	55,825	56,980	58,135	59,290	60,830	62,370
15	1.4200	54,670	54,670	55,825	56,980	58,135	59,290	60,445	61,985	63,525
Base Increase \$500		OS=+\$1000								

**APPENDIX B - GRIEVANCE RECORD**

Name of Grievant \_\_\_\_\_

Date filed \_\_\_\_\_

Home Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Job Title \_\_\_\_\_

Name of Principal \_\_\_\_\_

School Phone Number \_\_\_\_\_

Date of alleged violation or misapplication \_\_\_\_\_

Article of Agreement violated \_\_\_\_\_

Statement of Grievance

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Nature and extent of the injury or loss involved

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Remedy sought

\_\_\_\_\_  
\_\_\_\_\_

Signature – Association Representative

Signature - Grievant

\_\_\_\_\_

Decision by Principal \_\_\_\_\_ by Superintendent \_\_\_\_\_ by School Board \_\_\_\_\_

Date of Decision \_\_\_\_\_