

**Agreement Between
The Grantham School Board
And The Grantham Education Association**

July 1, 2011- June 30, 2013



Table of Contents

<u>Article/ Title</u>	<u>Page</u>
1 Recognition	3
2 Definitions	3
3 Negotiation Procedures	3
4 Association Rights	4
5 Grievance Procedures	4-6
6 Discipline	7
7 Reduction in Force	7-9
8 Vacancies	9
9 Compensation	10
10 Individual Contracts	11-12
11 School Day & School Year	12
12 Insurance	13-14
13 Expense Reimbursement	14-15
14 Dues and Deductions	15
15 Leaves of Absence	15-18
16 Effect of Agreement	19-20
17 Worker's Compensation	20
18 Management Rights	20-21
19 Duration	21

Appendix A1- Salary Schedule 2011-2012

Appendix A2-Salary Schedule 2012-2013

Appendix B Wages for Non-Professional Employees

Appendix C Environmental School Stipend

Appendix D Memorandum of Agreement-Evaluation of Staff

The Bargaining Teams for the School Board and the Association make the following agreement:

Article 1-Recognition

- 1.1 The School Board recognizes the Association as the exclusive bargaining representative of those Grantham School District employees for whom the Association has been certified as the exclusive bargaining representative pursuant to RSA 273-A
- 1.2 This recognition shall not preclude the Board or the administration from communicating with, consulting with, or meeting with any individual employee or group of employees for the purposes that the Board or the administration deems desirable in the discharge of its responsibilities, nor shall this recognition preclude any employee from appearing before the Board or the administration to be heard.

Article 2-Definitions

- 2.1 "Professional employee" shall mean an individual who is employed as a teacher, guidance counselor, librarian or school nurse.
- 2.2 "Non-professional employee" means an individual employed as a paraprofessional, custodian or food service worker.
- 2.3 "Immediate family" means spouse, domestic partner who resides in the employee's household, parent, child, step child, foster child, sibling, grandparent, grandchild, aunt, uncle, spouse's sibling, and parent in-law.

Article 3-Negotiations Procedures

- 3.1 On or before October 1 of the year in which the collective bargaining agreement is to expire, either the Association or the Board may give notice to the other party of its desire to enter into negotiations for a successor agreement. Negotiations for a successor agreement shall be conducted pursuant to RSA 273-A.
- 3.2 If the parties are unable to reach agreement at the table and either side declares impasse, impasse resolution will be conducted in accordance with RSA 273-A. The parties shall share equally in all fees and costs of mediators and fact finders.

Article 4-Association Rights

4.1 The Association and its representatives shall have the right to use the school building at reasonable hours for meetings, provided that such use does not interfere with normal school operations. The Association shall have the right to use school equipment when such equipment is not otherwise in use, subject to the approval of the building principal or his/her designee. All costs of using school building and equipment shall be borne by the Association.

4.2 The Association shall have the right to post notices on a bulletin board in the staff workroom, through e-mail, and in staff mailboxes for the purpose of communicating with members of the bargaining unit.

4.3 The Association President or his/her designee shall have one paid leave day per year for attending to Association business.

Article 5-Grievance Procedure

5.1 A grievance is defined as a claim by a member of the bargaining unit that there has been a violation of a specific provision of this Agreement, except that the following matters shall be excluded from the grievance procedure:

- a. Any matter for which a specific method of review is prescribed by law;
- b. Any statute, law or regulation by the State or Federal Government;
- c. Any bylaw of the school board pertaining to its internal organization;
- d. Any matter which, according to law, is either beyond the scope of the school board authority or is limited to unilateral action by the Board alone; and
- e. A complaint which arises by reason of an employee not being re-employed or being dismissed from his/her employment.

5.2 To be considered under this grievance procedure, a grievance must be filed in writing at Step I within twenty (20) days of its occurrence.

- a. Failure at any step of the grievance procedure to communicate a decision in response to a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step of the procedure. Failure at any step of this procedure to

appeal a grievance to the next step within the specific time limits shall be deemed to be acceptance of the decision rendered at this step.

b. During the pendency of any grievance, the employee shall continue to perform all assignments and observe applicable rules.

5.3 Informal Procedure:

Any employee who has a grievance first shall discuss it informally with his/her building principal or designated administrator.

5.4 Formal Procedure:

a. Step I: If as a result of the informal discussion, the matter is not resolved to the satisfaction of the employee, the employee may set forth the grievance in writing to the principal or other designated administrator. The written grievance shall specify the nature of the grievance, the date of the occurrence, the specific provisions in this Agreement that allegedly were violated and the remedies sought. The principal or other designated administrator shall communicate his/her decision to the employee in writing within ten (10) days of receipt of the written grievance.

b. Step II : If the grievance is not adjusted to the employee's satisfaction at Step I, the grievance may be appealed to the superintendent within ten (10) days after receipt of the principal's decision or, if none, no later than ten (10) days after the deadline for the principal to issue his/her written decision. The appeal to the superintendent shall be in writing, shall specify the employee's dissatisfaction with the decision previously rendered, and shall attach copies of the grievance submitted to the principal and the principal's written decision. The superintendent shall communicate his/her decision in writing to the employee within twenty (20) days receipt of the appeal to the superintendent.

c. Step III: If the grievance is not resolved to the employee's satisfaction at Step 2, the employee shall notify the Association within ten (10) days of receipt of the superintendent's decision or, if none, within ten (10) days after the deadline for the superintendent to issue his/her written decision. If the association determines that the matter should be arbitrated, it shall so advise the superintendent in writing within ten (10) days of receipt of the grievant's request.

5.5 The following procedure shall be used to secure the services of the 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 ten (10) days following receipt of the request for arbitration, either party may request the American Arbitration Association, pursuant to its rules, to submit to the Association and the superintendent's rosters of persons qualified to function as an arbitrator.**
- b. The arbitrator shall limit himself/herself to the issues submitted and shall consider nothing else. He/She shall be bound by and must comply with the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.**
- c. The cost for the services of the arbitrator, including per diem expenses, actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the District and the Association.**

5.6 The arbitrator's decision shall be advisory only. The arbitrator shall issue his/her recommendation for settlement of the grievance to the District and the Association within thirty (30) calendar days after close of the arbitration hearing.

5.7 After consideration of the arbitrator's advisory recommendations for settlement of a grievance, the Board may make a decision on the issue and shall advise the grievant and the Association in writing. If the Board fails to make a decision on the arbitrator's advisory opinion within thirty (30) days after receipt of it, the Board's non-action shall be deemed to be a decision rejecting the arbitrator's recommendation and accepting the administration's last decision. The Board decision in response to the arbitrator's advisory recommendations shall be final and binding on the parties.

5.8 The time periods specified in this procedure may be extended by mutual written agreement of the parties.

5.9 An Association representative may be present with the grievant at all formal steps of the grievance process if requested by the grievant.

5.10 For purposes of this Article, unless specified otherwise, "days" shall mean school days, except during the summer vacation it shall mean Monday through Friday.

Article 6-Discipline

6.1 Disciplinary action shall normally take place in the following order; however, disciplinary action may be taken out of order depending upon the severity of the infraction, as determined by the Superintendent:

- a. oral warning
- b. written warning
- c. suspension without pay
- d. discharge

6.2 If an employee is required to appear before the Board for a formal disciplinary hearing, the employee shall be given written notice of the reason for the hearing, and shall be entitled to have an Association or legal representative present with him/her at the hearing at the employee's expense.

6.3 Employees who receive written reprimands, are suspended without pay, or are dismissed during the school year shall receive written notice thereof, including the reasons for the action taken. This shall not apply to non-renewals of employment.

6.4 The District shall provide copies of Board policies to the Association president or his/her designee.

Article 7- Reduction in Force

7.1 The Board shall have authority to determine the number and qualifications of employees.

7.2 When the Board decides to reduce the number of employees, the following procedure will be used:

7.2.1 The School Board shall notify the president of the association in writing when a reduction in-force is expected. The notice shall identify which of the following job classification(s) and assignment area(s) are expected to be reduced.

Job Classifications

Teacher, k-3

Teacher, 4-6

Specialist, k-6

Assignment Areas

Art Teacher, Music Teacher

Physical Education Teacher

Special Education Teacher

Reading Teacher/Specialist

Guidance Counselor

Librarian

Nurse

Paraprofessional- Special Education , Regular Education

Custodian

Food Service

7.2.2 Reductions in an identified job classification and assignment area will be accomplished first by attrition (resignations, retirements, etc.)

7.2.3 If more reductions-in-force in an identified job classification and assignment area are necessary, then part-time staff in that job classification and assignment area shall be laid off.

7.2.4 If more reductions-in-force in an identified job classification and assignment area are necessary, then employees in that job classification and assignment area who are not continuing-contract teachers shall be laid off. A continuing-contract teacher is a teacher who qualifies for notice, reasons and a school board hearing under the provisions of RSA 189: 14-a.

7.2.5 If more reductions-in-force in an identified job classification and assignment area are necessary, then continuing-contract teachers in that job classification and assignment area shall be laid off.

7.2.6 If a continuing-contract teacher is laid off from a job classification and assignment area, the Board may consider that teacher for positions in other job classifications and assignment areas that are held by teachers who are not on continuing-contract.

7.2.7 An employee's job classification and assignment area shall mean the job classification and assignment area in which the employee worked and held certification during the school year immediately prior to the reduction-in-force.

7.3 Employees who are laid off from a job classification and assignment area shall be recalled in reverse order of layoff to any open position within the job classification and assignment area from which the employee was laid off, and for which the employee is highly qualified as defined by the New Hampshire Department of education.

7.3.1. Laid-off employees shall be eligible for recall for a two-year period following their final date of employment.

7.3.2 Laid-off employees shall be responsible for notifying the superintendent in writing of their current address.

7.3.3 Laid-off employees shall have 21 calendar days to respond to any recall notice. Failure to accept recall within that time shall terminate the employee's rights to recall.

7.3.4 No new employee shall be hired for a vacancy within a job classification and assignment area for which laid-off personnel hold recall rights until laid-off personnel fail to accept a recall by the deadline in Section 7.3.3.

7.3.5 A recalled employee's credit for years of service prior to lay off shall not be lost as a result of the layoff.

Article 8-Vacancies

8.1 This Article shall apply and a position shall be considered vacant only when the employee in a position resigns, the District ends the employee's employment or the District creates a new position.

8.2 Notice of bargaining unit vacancies during the school year shall be posted on the official bulletin board in each school. Such notice shall be posted for a period of at least five (5) days. For purposes of this section, "days" shall mean school days, except that during summer vacation days shall mean Monday through Fridays excluding holidays.

8.3 The posting shall contain the title of the position, name and location of the school, wage rate, minimum qualifications, name of the person to which the application is to be returned and date by which the application is to be returned.

8.4 Employees who desire to apply for known vacancies shall submit an application, in writing, to the Superintendent of Schools, within five (5) calendar days from the date of posting

Article 9-Compensation

9.1 Salaries for full-time professional employee positions are contained in

Appendix A-1 and Appendix A-2 . Part-time professional employees' salaries shall be pro-rated.

9.2 Wages for non-professional employee positions are contained in Appendix B

9.3 The Superintendent shall make the initial placement of a professional employee on the salary schedule based upon the employee's number of years of prior educational employment and level of education. However, the Superintendent may place a professional employee on a step of the salary schedule which exceeds the employee's prior educational employment if the Superintendent determines that there is an unavailability of qualified candidates for the position, the Superintendent determines that a candidate should receive credit for special experience outside the field of education, or the position is in a critical shortage area as defined by the New Hampshire Department of Education. The superintendent shall provide notice to the Association President regarding the step placement of incoming employees. Notice will also be given regarding any special experience credit or critical shortage credit that is awarded.

9.4 A professional employee shall advance to the next education track on the salary schedule if:

9.4.1 By December 1 of the year prior to the track change, the employee responds affirmatively to an inquiry from the District that the employee expects to qualify for a track change;

9.4.2 The employee has completed all necessary degrees and credits prior to September 1 of the school year of the track change;

9.4.3 The employee has filed transcripts documenting the completion of graduate degrees and credits at the Superintendent's office by October 31 of the school year of the track change.

Actual salary adjustment will not take place until the transcripts are filed in the superintendent's office, and under no circumstances shall an employee's salary be adjusted for that school year if documenting transcripts are not on file in the Superintendent's office by the October 31 deadline.

9.5 An individual who actually works in his/her position for more than 100 days during a contract year shall receive credit for one year of experience for placement on the salary schedule or for wage increases. However, upon recommendation by the superintendent and a majority vote of the Board, a professional employee may be held at step and non-professional employee may be denied a wage increase because of unsatisfactory job performance. A continuing contract teacher in jeopardy of being denied a salary increase shall be given written notice on or before January 15 detailing the nature of unsatisfactory performance and expected corrections.

9.6 Professional employees who the Superintendent authorizes in writing to work beyond the normal 185 days (on weekends, during vacations or holidays or during the summer) will be compensated for this time on a per diem basis. Per diem pay shall be calculated at a rate of 1/185 of the employee's annual rate.

9.7 The annual salary of professional employees will be divided into either 22 or 26 installments, whichever option the professional employee selects.

9.8 Pay periods for non-professional employees shall be bi-weekly. Non-professional school year employees shall be offered the option of receiving either 22 or 26 paychecks. The employee's total annual wages will be calculated and divided by either 22 or 26 to arrive at the payroll amount. Overtime or additional hours shall be added to the pay period in which they are worked. The District may require non-professional employees to complete and submit weekly time cards.

9.9 The District shall offer employees an Internal Revenue Service Section 125 plan.

9.10 Employees who are out-of-state residents will be solely responsible for their own out-of-state taxes, the District will not withhold out-of-state taxes.

Article 10-Individual Contracts

10.1 For continuing professional employees only, the individual employment contract shall include the position and the salary for the position.

10.2 For continuing non-professional employees only, the District shall provide a notice of intent to re-employ which includes the expected position, expected wage rate, expected hours per day and expected days per year. Such notice will specify that the

Board may end the employment of the individual holding the position by providing fourteen (14) calendar days written notice. Once a non-professional employee has received a notice of intent to re-employ, if the District is considering changes from the expected position, expected wage rate, expected hours, and/or expected days set forth in that notice, the employee shall be consulted prior to any change being implemented. It is understood that both special education paraprofessionals will be expected to engage in cross-over work into the other paraprofessional category.

10.3 Upon a professional employee's receipt of an offered contract or a non-professional employee's receipt of a notice of intent to re-employ, the employee must notify the Superintendent in writing within fourteen (14) calendar days whether he/she intends to accept the position. If an employee fails to do so, he/she will be deemed to have resigned voluntarily. This deadline may be extended by mutual agreement of the employee and the Superintendent.

Article 11-School Day and School Year

11.1 The work year for professional employees shall be 185 days including 180 student days. The five non-student days shall include either one day or two-half-days before the start of the student year, which the teachers may use for classroom preparation. The five non-student days also shall include one day for parent/teacher meetings, but teachers shall be available for in-service activities on that date when they are not meeting with parents.

11.2 The work year for non-professional employees will be set forth in each non-professional employee's letter of agreement. The Director of Food Service shall be scheduled for at least 185 work days to allow for pre-school year preparation and post-year shut down.

11.3 The basic workday for professional employees is 7.5 hours but professional employees may be required to participate in meetings, concerts, and other activities in addition to the basic workday.

11.4 The workday for non-professional employees shall be set forth in each non-professional employee's letter of agreement. The normal workday for paraprofessionals shall be 6.75 hours.

11.5 The District shall continue its current practice of regular classroom teachers using time when all their students are with specialists for preparation and special education meetings. Preparation time may include meeting with parents. Whenever it is possible for parents and other attending the meeting, meetings for IEP's and SST will be

scheduled during these times. Professional employees also shall receive a thirty (30) minute duty free lunch each day.

Article 12- Insurance

12.1 Medical Insurance

For all employees who work 30 or more hours per week, The District shall offer medical insurance under Local Government Center Plans Comp 100 (C100MC-M\$1); Blue Choice3T10-R\$3/15\$1 and Mathew Thornton Blue HMO Plan-MTB20IPED-R\$3/15\$1 or the equivalent. The HMO plan will include a \$250 individual and \$750 family deductible. The District will self-insure the HMO plan deductible on applicable services and reimburse employees for their deductible costs on those services. The District shall pay the following percentages of the HMO plan's premium toward the monthly premium for whichever plan and coverage (single, 2-person, or family) is selected by the employee:

	<u>2011-12</u>	<u>2012-13</u>
Single	90%	89%
2-person	90%	89%
Family	90%	89%

An employee who selects a more expensive plan than the Mathew Thornton HMO Plan shall be responsible for the difference between the HMO plan's premiums and selected plan's premium.

Each year that an employee is eligible for this medical insurance, but does not take it, that employee shall receive a payment equal to twenty-five percent (25%) of the applicable premium amount that would have been paid by the district (25% of the difference between the full premium and the employee share of the premium).

12.2 Dental Insurance

For all employees who work 30 or more hours per week, the District shall offer dental insurance under the plan that was in effect during 2002-03 school year or the equivalent. The District shall pay the following amounts toward the monthly premium for whichever coverage (single, 2-Person or family) is selected by the employee:

	<u>2011-12</u>	2012-13
Single	91%	91%
2-person	91%	91%
Family	91%	91%

12.3 Long-term Disability Insurance

For all employees who work 30 or more hours per week, the district shall purchase long-term disability insurance under the plan that was in effect during the 2002-03 school year, or the equivalent.

12.4 Life Insurance

For all employees who work 30 or more hours per week, the District shall purchase life insurance under the plan that was in effect during the 2002-03 school year, or the equivalent.

12.5 Employees who do not work thirty (30) or more hours per week may participate in medical, dental, long-term disability and life insurance plans at their own expense, subject to the insurance carriers' approval.

Article 13- Expense Reimbursement

13.1 Travel

When an employee travels on school business in his/her private vehicle with the approval of the Superintendent or the Superintendent's designee, the employee shall be reimbursed at the Internal Revenue Service rate of reimbursement per mile upon submission of vouchers to the Superintendent or the Superintendent's designee.

13.2 Course Reimbursement

For all courses at an accredited college or university that are taken by an employee after receiving advance approval by the Superintendent or the Superintendent's designee,

the District will pay the tuition (up to a maximum of the University of New Hampshire graduate course tuition rate per credit hour for in-state residents). Upon presentation of the documentation by the employee that he/she has received a final grade of B- or better in the course. In no event shall the District pay a total of more than \$9,000 for this benefit however; if the full amount is exhausted in one year, it shall be increased by \$1,000 in the next year.

13.3 Workshop Reimbursement

For all workshops, conferences and seminars that are approved in advance by the Superintendent or the Superintendent's designee, the district shall reimburse professional and non-professional employees for the cost of the workshop, conference or seminar, excluding lodging, meals, and travel, up to a maximum of \$275 per employee.

13.4 Staff Development Committee Recommendation

The Staff Development Committee shall make recommendations to the Superintendent or the Superintendent's designee concerning course reimbursement under Section 13.2 and workshop reimbursement under Section 13.3.

Article 14- Dues and Deductions

14.1 Upon individual written authorization by a member of the Association, the District agrees to deduct from the pay of each employee the current Association dues, as certified to the District by the treasurer of the Association. Said deduction shall be made each pay period in which the employee's check is large enough to satisfy the deduction. The District shall forward the amount collected to the Association at least once per month.

14.2 Should there be a dispute between an employee and the Association over the matter of deductions, the Association agrees to indemnify and hold harmless the District in any such dispute.

Article 15-Leave

15.1 Sick Leave

Professional and non-professional employees who work at least 185 days per year shall receive 12 days per year of paid sick leave which may be used for the employee's personal illness or the illness of an immediate family member. Sick leave up to a

maximum of 95 days may be accumulated and carried over from year-to-year. Employees who are absent for more than five (5) consecutive workdays or who have shown a pattern of sick leave abuse may be required to provide a note from a physician.

15.1a-Sick Bank

The Board agrees to establish a sick bank for employees covered by this agreement. The sick bank shall apply to a disability or illness (excluding disabilities covered by workers compensation) which causes an employee to be unable to work for five (5) consecutive days or more. To initially establish the bank, each employee covered by this agreement agrees to contribute two (2) days from the twelve (12) days of annual sick leave as set forth in Section 15.1 to be deposited in the bank. If at any time the bank drops below a number of days equal to the total number of employees in the bargaining unit, each employee in the unit shall be required to contribute one (1) sick day to the bank. To be eligible to receive days from the sick bank, an employee must have exhausted all but two (2) of his/her accrued sick leave under Section 15; present satisfactory medical evidence of disability or illness (excluding disabilities covered by workers compensation) which causes the employee to be unable to work for five (5) contract days or more; and get approval from the sick bank committee. An employee may draw up to forty (40) days from the sick bank during one (1) school year. Days in the sick bank that are not used during one (1) school year remain in the sick bank and will be carried over to the next year. Supervision of this bank shall be covered by a sick bank committee comprised of the superintendent or his/her designee and two (2) members appointed by the Association. This Section of 15.1a of the agreement shall not be grievable or subject to an unfair labor practice.

15.1.1 Sick Leave at Severance or Retirement

After ten (10) consecutive years of employment with the Grantham School District, upon severance in good standing or retirement following written notice of the severance or retirement by the December 1 prior to severance or retirement, the employee shall be paid the equivalent of his/her accumulated sick leave, up to a maximum of 95 days, at a rate that is ½ the current rate of pay for a substitute teacher. The payment shall be made during the July after severance or retirement.

15.2 Personal Leave

Professional and non-professional employees who work at least 185 days per year shall receive up to three (3) paid personal days each year for personal business which requires the employee's absence and cannot be conducted outside work hours. All foreseeable absences must be requested at least 48 hours in advance. A personal day shall not be recreational in nature. Personal days may not be utilized on a workday before or after a vacation or holiday. Personal days may not be carried over from year-to-year. The number of personal days shall be prorated for employees who work less than 185 days in a year.

15.3 Maternity Leave

Maternity disability leave is granted to a female employee upon receipt of a physician's letter identifying the period of time the employee is temporarily unable to work due to pregnancy, childbirth, or pregnancy related medical complications. Notice of leave should be given as much in advance as possible. Maternity disability leave is paid in accordance with the sick leave provisions of this Agreement and granted to the extent that the employee has sick leave days available under the same provisions.

15.4 Family Leave

Family leave without pay for up to one year is granted, upon request, to employees when necessary to care for a member of the employee's immediate family. The employee may continue participation in group insurance programs. The Board will continue to make payments toward the insurance premiums in accordance with Article 12 for a period up to six months, provided that the employee signs an agreement that he/she will return to the District for a period of not less than one year immediately following the leave. The Board may waive the provision provided the employee agrees in writing that, should he/she leave the District for any reason, except death or serious illness during the one year following the completion of the leave, he/she will reimburse the District for any insurance premiums paid by the District during the leave. The employee may continue participation in group insurance programs after the first six months leave and will pay insurance premiums at the group rate.

15.5 Bereavement Leave

Professional and non-professional employees who work at least 185 days per year shall be granted paid leave because of death in the employee's immediate family, step family (parent, sibling, child) or in-laws (parent, sibling), up to a maximum of five (5) days per bereavement.

15.6 Civic Obligation Leave

Under certain circumstances, employees may qualify for leave to fulfill a civic obligation.

15.6.1 Staff members may be paid for jury duty in accordance with federal and state law, provided that such obligation cannot be fulfilled on days when school is not in session. Any staff member who is called to jury duty will be paid the difference between the pay received for jury duty and their regular daily rate, up to a limit of ten (10) days.

15.6.2 Any staff member who is required to serve the national Guard or US Reserves will be paid the difference between pay received for service and their daily rate, up to a limit of ten (10) days provided that such service cannot be fulfilled on days when school is not in session.

15.6.3 A staff member subpoenaed as a witness in a criminal court case will be paid his or her daily rate for each instance.

15.6.4 Staff members who appear as witnesses or participants in civil cases may use personal days. In the event that the staff member has no personal days remaining, leave shall be without pay.

15.6.5 Employees who appear as witnesses as part of their job will not be charged leave.

15.6.6 Other short-term leave to fulfill civic obligations will be granted at the discretion of the Superintendent.

15.7 Vacation

Non-professional employees who work year round shall receive the following paid vacation each year:

15.7.1 Completed less than one (1) year prior service in District- 1 day per month of service, up to maximum of 8 days

15.7.2 Completed 1-5 years prior service in District- 10 days vacation

15.7.3 Completed 6-10 years service in District-15 days vacation

15.7.4 Completed more than 10 years prior service in District- 20 days vacation

17.7.5 Vacation days must be used each year by June 30. Days not used will be lost.

15.8 Holidays

Non-professional employees who work year round receive 11 paid holidays per year. Non-professional employees who do not work year round shall receive 10 paid holidays per year.

Paid holidays may not be carried over from year-to-year.

Holidays shall include the following days

Independence Day (only for year-round employees), Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Day, President's Day and Memorial Day.

If any of these holidays falls on a day that school is in session, the employee shall report to work and an alternative day will be provided to assure that there is no loss in the number of holidays for employees.

15.9 Part-time Employees

Leaves shall be prorated for part-time employee in proportion to the amount of time that the employee works.

15.10 Other Leave

Unpaid leave may be granted for reasons other than those stated above at the discretion of the Superintendent, but employees whose requests for unpaid leave of thirty (30) or more days are denied by the Superintendent may appeal to the Board. The decision of the superintendent and the Board shall not be subject to the provisions of the grievance procedure.

15.11 Adoption Leave

Bargaining unit members may use up to 30 days of sick leave for the adoption of a child.

Article 16- Effect of Agreement

16.1 This Agreement may be amended during its term only by the parties' mutual agreement in writing. This Agreement supersedes and renders inapplicable to members of this bargaining unit all prior practices, policies and agreements, whether in written or oral, unless expressly stated to the contrary herein. Together with any letters of understanding executed concurrently (or after) with the agreement, this Agreement constitutes the complete and entire agreement between the parties.

16.2 If any provision of this Agreement is held to be contrary to law, all other provisions shall continue in force and effect. In such instance, the Board and the Association shall meet within a reasonable amount of time of such legal determination for the purpose of negotiating possible modifications to the Agreement.

Article 17-Workers Compensation

17.1 Worker's compensation payments may be supplemented through the use of 1/3 of a sick day for each day that the employee receives workers' compensation.

17.2 Employees who receive workers' compensation for the same days that they have taken paid leave shall sign over the workers' compensation checks to the District.

Article 18- Management Rights

18.1 The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the unrestricted right:

18.1.1 To direct and manage all activities of the School District;

18.1.2 To direct the work of employees;

18.1.3 To hire, promote, transfer, assign, and retain employees in positions within the School District and to suspend, demote, discharge, withhold all wage increases, or take any other disciplinary action against the employees;

18.1.4 To act unilaterally, including by adoption of rule or regulation, on any and all matters not excluded by RSA 273-A, provided said act, rule, or regulation does not conflict with or violate any term of this Agreement;

18.1.5 To maintain the efficiency of government operations;

- 18.1.6 To relieve employees from duties because of lack of work or for other reasons;
- 18.1.7 To determine the methods, means and personnel by which operations are to be conducted; and
- 18.1.8 To take actions as may be necessary to carry out the mission of the District in emergencies.
- 18.2 The parties understand that the Board may not lawfully delegate the power or authority which, by law, is vested in it, nor may the Superintendent lawfully delegate the power or authority which, by law, is vested in him/her; and this Agreement shall not be construed so as to constitute a delegation of the power or authority of either. The term "law" as used above shall include but not be limited to, regulations lawfully adopted by the New Hampshire State Board of Education.
- 18.3 As to every matter not covered by this Agreement, and except as expressly or directly modified by clear language of a specific provision in this Agreement, the Board and the Superintendent retain exclusively to themselves all rights and powers that now or may hereafter be granted by law and shall exercise the same without such exercise being the subject of a grievance or arbitration.

Article 19-Duration

This Agreement shall be in full force and effect from July 1, 2011 through June 30, 2013.

**Appendix A1-Wage Schedule
Professional Staff**

2011-12 Salary Schedule

Step	Bachelors	B+15	B+30	Masters	M+15	M+30
1	\$35,154	\$36,209	\$37,295	\$39,160	\$40,334	\$41,545
2	\$36,209	\$37,295	\$38,414	\$40,334	\$41,545	\$42,791
3	\$37,295	\$38,414	\$39,566	\$41,545	\$42,791	\$44,075
4	\$38,414	\$39,566	\$40,753	\$42,791	\$44,075	\$45,397
5	\$39,566	\$40,753	\$41,976	\$44,075	\$45,397	\$46,759
6	\$40,753	\$41,976	\$43,235	\$45,397	\$46,759	\$48,161
7	\$41,976	\$43,235	\$44,532	\$46,759	\$48,161	\$49,606
8	\$43,235	\$44,532	\$45,868	\$48,161	\$49,606	\$51,095
9	\$44,532	\$45,868	\$47,244	\$49,606	\$51,095	\$52,627
10	\$45,868	\$47,244	\$48,661	\$51,095	\$52,627	\$54,206
11	\$47,244	\$48,661	\$50,121	\$52,627	\$54,206	\$55,832
12	\$48,661	\$50,121	\$51,625	\$54,206	\$55,832	\$57,507
13	\$50,121	\$51,625	\$53,174	\$55,832	\$57,507	\$59,233
14	\$51,625	\$53,174	\$54,769	\$57,507	\$59,233	\$61,010
15	\$53,174	\$54,769	\$56,412	\$59,233	\$61,010	\$62,840
16		\$56,412	\$58,104	\$61,010	\$62,840	\$64,725
17			\$59,847	\$62,840	\$64,725	\$66,667
18				\$64,725	\$66,667	\$68,667
Multiple=	1.01					

Individuals who are paid beyond the end of the salary schedule shall receive a percent increase equal to the increase on the schedule. In no case will such an individual receive less than the top salary on their current track

**Appendix A2-Wage Schedule
Professional Staff**

2012-13 Salary Schedule

Step	Bachelors	B+15	B+30	Masters	M+15	M+30
1	\$35,769	\$36,843	\$37,948	\$39,845	\$41,040	\$42,272
2	\$36,842	\$37,948	\$39,086	\$41,040	\$42,272	\$43,540
3	\$37,948	\$39,086	\$40,259	\$42,272	\$43,540	\$44,846
4	\$39,086	\$40,259	\$41,466	\$43,540	\$44,846	\$46,191
5	\$40,259	\$41,466	\$42,710	\$44,846	\$46,191	\$47,577
6	\$41,466	\$42,710	\$43,992	\$46,191	\$47,577	\$49,004
7	\$42,710	\$43,992	\$45,311	\$47,577	\$49,004	\$50,474
8	\$43,992	\$45,311	\$46,671	\$49,004	\$50,474	\$51,989
9	\$45,311	\$46,671	\$48,071	\$50,474	\$51,989	\$53,548
10	\$46,671	\$48,071	\$49,513	\$51,989	\$53,548	\$55,155
11	\$48,071	\$49,513	\$50,998	\$53,548	\$55,155	\$56,809
12	\$49,513	\$50,998	\$52,528	\$55,155	\$56,809	\$58,514
13	\$50,998	\$52,528	\$54,105	\$56,809	\$58,514	\$60,269
14	\$52,528	\$54,104	\$55,727	\$58,514	\$60,077	\$62,077
15	\$54,104	\$55,727	\$57,399	\$60,269	\$63,940	\$63,940
16		\$57,399	\$59,121	\$62,077	\$63,940	\$65,858
17			\$60,895	\$63,940	\$65,858	\$67,833
18				\$65,858	\$67,833	\$69,868

Multiple= **1.0175**

Individuals who are paid beyond the end of the salary schedule shall receive a percent increase equal to the increase on the schedule. In no case will such an individual receive less than the top salary on their current track

**Appendix B-Wage Schedules
For Non-Professional Employees**

Prior Years of Credited Experience	2010-11	2011-12	2012-13
0	\$12.00	\$12.12	\$12.33
1	\$12.23	\$12.35	\$12.57
2	\$12.46	\$12.58	\$12.80
3	\$12.69	\$12.82	\$13.04
4	\$12.92	\$13.05	\$13.28
5	\$13.15	\$13.28	\$13.51
6	\$13.38	\$13.51	\$13.75
7	\$13.61	\$13.75	\$13.99
8	\$13.84	\$13.98	\$14.22
9	\$14.07	\$14.21	\$14.46
10	\$14.30	\$14.44	\$14.70
11	\$14.53	\$14.68	\$14.93
12	\$14.76	\$14.91	\$15.17
13	\$14.99	\$15.14	\$15.40
14	\$15.22	\$15.37	\$15.64
OFF	Increase Prior Year's Rate by	Increase Prior Year's Rate by \$0.35	Increase Prior Year's Rate by \$0.45

The superintendent shall have discretion to place new paraprofessionals up to four steps higher than their prior years of credited experience.

Paraprofessionals count years of experience. For example, if a paraprofessional has seven years of experience, he/she is placed in number seven not eight.

Appendix C

Environmental School Stipend

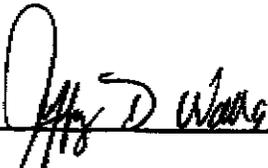
Employees who supervise students at the Environmental School shall receive a stipend of \$600.

Appendix D-Evaluation Procedures

Memorandum of Agreement

The Grantham School District Evaluation and Supervision Plan-Appendix E from the July 1,2008-June 21, 2011 collective bargaining agreement shall be replaced with the following:

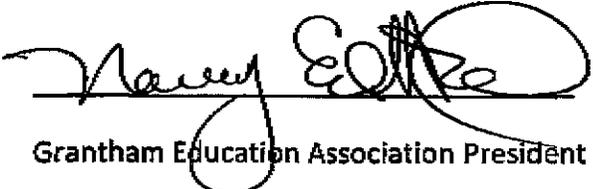
The Grantham School District Evaluation and Supervision Plan as approved by both parties (June 2005) has been adopted with revisions (March 2011) by a joint committee of the Association and members appointed by the Board. The Evaluation and Supervision Plan will be implemented as a pilot with the entire professional staff from the 2011-12 school year to 2014-15 school year. The plan is not open to modification until the completion of the pilot during the 2014-15 school year. Feedback about the plan will be obtained by a formal survey at the end of each year.



Grantham School Board Chair

6/2/11

Date



Grantham Education Association President

6/9/11

Date