

**Agreement Between the  
Grantham School Board  
and the  
Grantham Education Association**

**July 1, 2019 - June 30, 2022**

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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, not shall this recognition preclude any employee from appearing before the Board or the administration to be heard.

**1.3** If a new employee position is created during the life of this agreement and the parties cannot mutually agree on its inclusion in the bargaining unit, either party may request a clarification and determination from the New Hampshire Public Employee Labor Relations Board.

## **Article 2 -- Definitions**

**2.1** “Professional employee” shall mean an individual who is employed as a teacher, school counselor, librarian or school nurse.

**2.2** “Education Support Professional” means an individual employed as a paraprofessional, custodian, food service worker, or Certified Occupational Therapy Assistant (COTA).

**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 the 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 email, 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.

### **4.4 Intellectual Property**

Curriculum, books, or other teaching materials that are created by a bargaining unit member on his/her own time shall be the property of the individual who created the materials. If created while an employee of the Grantham School District, the employee shall provide a license to allow the use of the property by the Grantham School District at no charge. Distribution of such property outside of the Grantham School District shall be controlled by the creator of the property.

**4.5** The Association shall have the right to meet with members directly following the monthly staff meeting.

## **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, 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 No employee shall be reprimanded, suspended, held on step, or dismissed without



just cause. This shall not apply to non-renewals of employment.

- 6.4 The District shall provide access to copies of Board policies to the Association president or his/her designee. New policies shall be posted on the District's website promptly after adoption by the Board.

## 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  
School Counselor  
Librarian  
Nurse  
Certified Occupational Therapy Assistant  
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 the Superintendent in conjunction with the Principal shall choose employees for layoff within that job classification based upon assessment of the employee's relevant experience and job performance as documented through the District's evaluation procedure. If all of these factors are relatively equal, the employee with the least seniority shall be laid off from that job classification.

**7.2.6** Seniority shall be the period of continuous employment from the time that the employee signed his/her original individual contract for a position in this bargaining unit.

**7.2.7** 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, if the laid off teacher holds current certification in that assignment area, consideration will be given to prior teaching experience

**7.2.8** 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 certified 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 10 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 and sent via email to the president(s) of the Association. 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.

**8.5** The Association shall have the opportunity to appoint one member to any hiring

committee.

## **Article 9--Compensation**

- 9.1** Salaries for full-time professional employee positions are contained in Appendix A-1, Appendix A-2 and Appendix A-3. Part-time professional employees' salaries shall be pro rated.
- 9.2** Wages for Education Support Professional positions are contained in Appendix B-1, B-2, B-3, and B-4.
- 9.3** The Superintendent shall make the initial placement of all employees on the salary and wage schedules 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 or designee 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 October 31 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 an education support professional 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.

**9.5.1** The Mentor Program Director will be paid for working up to 3 additional days at a per diem rate of  $1/185^{\text{th}}$ . Mentors will be paid for working up to 2.5 additional days at a per diem rate of  $1/185^{\text{th}}$ . Mentees will be paid for 2 additional days at  $1/185^{\text{th}}$  to work with mentors. Mentees shall also be provided with four one-hour release periods (one per quarter) to observe other teachers.

**9.5.2** Certified staff new to the District will be required to attend and will be paid for 1 additional day beyond the 185 days at  $1/185^{\text{th}}$  for New Staff Orientation.

**9.6** Professional employees whom 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  $1/185^{\text{th}}$  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 education support professionals shall be bi-weekly. Education support 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 Education Support Professionals to complete and submit weekly time cards.

- 9.9** The District shall offer employees an Internal Revenue Service Section 125 plan with a \$500 rollover provision.
- 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.
- 9.11** The District shall pay the recertification fee to the New Hampshire Department of Education for all teachers and paraprofessionals. Certified staff will pay for their recertification and will be reimbursed by the District upon proof of payment which must be turned in to the SAU prior to June 15th.
- 9.12** An additional stipend of \$2,500 (paid biannually in December and May) will be paid to paraprofessionals who accept and train for assignments working one-on-one with learners with intensive special needs, specifically for behavioral or medically fragile assistance. Training will be paid for by the district as either specific medical training or RBT certification. Paraprofessionals will be paid their hourly rate during training hours. Students in this category will be identified by a minimum of three of the following: Superintendent, Special Education Director, Nurse, BCBA, and/or other outside consultants as required by disability. This stipend will be prorated based on the percentage of time the paraprofessional is with the learner. It is understood that this is for exceptional circumstances only which go above and beyond the expected duties for a special education paraprofessional.

## **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 Education Support Professionals 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 an Education Support Professional 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 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 an Educational Support Professional'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** Professional employees shall work 185 days including 177 student days. The eight 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. There will be four non-student days used for professional development. Professional development activities shall be determined by the administration with input from the staff based on current school and Board goals as well as current needs. There will be four early release days (2 in November and 2 in April) for parent/teacher conferences. The days after students conclude their school year shall be used for closing meetings at the administration's discretion and classroom close up. There will be two days prior to the start of the student year for use by the administration.

**11.2** 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 work year for Education Support Professionals will be set forth in each employee's letter of agreement. The normal workday for paraprofessionals shall be 6.75 hours. One extra hour of paid work per week is required for professional development, pertinent meetings, or anything else assigned by the principal. The normal workday for a certified occupational therapy assistant is 7.5 hours. Additional time to attend student meetings or other meetings as assigned will be at their hourly rate and approved by the principal.

**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 others 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 Health Trust Plans ABISIPDED plan or the equivalent. The plan will include a \$500 individual and \$1500 family deductible. The District will self-insure the plan deductible on applicable services and the prescription plan deductible. The District will reimburse employees for their deductible costs on those services through a Health Reimbursement Arrangement administered by a third party vendor. The District shall pay the following percentages of the plan's premium toward the monthly premium for whichever plan and coverage (single, 2-person, or family) is selected by the employee.

- Split for Professional/Certified Staff

For any single, 2-person, or family plan, the District will contribute 85% over the life of this agreement.

- Split for Education Support Professionals

For any single, 2-person, or family plan, the District will contribute 87% over the life of this agreement.

An employee who selects a more expensive plan than the above-mentioned plan shall be responsible for the difference between the above-mentioned plan's premiums and the 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). Each year prior to December 1, the District will survey the members of the bargaining unit to



determine how many employees will be opting for insurance or the payment described above. This survey is for budgeting purposes only and is not binding on the employees. Final determination of whether an employee will be taking the insurance benefit will be required on or before June 30. Proof of the employee's alternative insurance will be required.

## **12.2 Dental Insurance**

For all employees who work 30 or more hours per week, the District shall offer dental insurance. The benefits under this plan include 100% of Coverage A (Diagnostic and Preventative), 50% of Coverage B (Restorative), 50% of Coverage C (Prosthodontics), 50% of Coverage D (Orthodontics), a \$1500 annual cap per person and a \$1500 lifetime maximum for Coverage D.

The District shall pay the following amounts toward the monthly premium for whichever coverage (single, 2-Person or family) is selected by the employee.

- Split for Professional/Certified Staff: 85% covered by District
- Split for Hourly Staff: 87% covered by District

## **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 current health care plan or its equivalent. The benefits of this plan include 60% of salary up to \$6,000 per month. The benefits begin after a 90 calendar day waiting period and last until age 65 or Social Security normal retirement age.

## **12.4 Life Insurance**

For all employees who work 30 or more hours per week, the District shall purchase life insurance under the current plan or its equivalent. The benefits of this plan include one year annual earnings, rounded to the next highest \$1000.

**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**

The Superintendent or the Superintendent's designee (Principal and/or Staff Development Committee) must give advance approval for all courses taken at an accredited college or university. Upon presentation of the documentation by the employee that he/she has received a grade of B- or better in the course, the District will reimburse the employee for that tuition up to a maximum of the University of New Hampshire graduate course tuition rate per credit hour for in-state residents. An employee may be reimbursed for up to 2 graduate or college courses per school year.

The total amount for all staff reimbursement shall not exceed \$15,000. However if the full amount is exhausted in any one year it shall be increased by \$1000 in the next year. The District will pay out of the budgeted amount from the fiscal year in which it receives the bill. If at the end of the fiscal year there is money left in the fund, employees who have taken more than two courses may be reimbursed for additional courses.

### **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 Education Support Professionals for the cost of the workshop, conference or seminar, excluding lodging, meals, and travel, up to a maximum of \$400 per employee.

### **13.4 Staff Development Committee Recommendation**

The Staff Development Committee shall make recommendations to the Principal who will get final approval from the Superintendent 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 Education Support 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.

### *Contribution of Days to Sick Bank*

An employee new to the District may opt to not give 2 days of the 12 annual days in the first year of employment in the District. The employee who chooses not to donate 2 days in his/her first year of employment in the District does not have the ability to request a withdrawal of sick days from the sick bank. At the start of the second year of employment in the District, the second year employee will donate 2 days to the sick bank and then will be entitled to request a withdrawal from the sick bank if needed.

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.

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.

### *Eligibility and Procedure For Use of Sick Bank Days*

1. An employee must have exhausted all but two (2) of his/her accrued sick leave under Section 15 to receive sick bank days. An employee may apply to the sick bank committee prior to the exhaustion of all but two (2) of his/her accrued sick leave for circumstances which are known in advance. In emergency circumstances, which are unforeseen by the employee, sick bank days may also be approved retroactively. In retroactive circumstances, the employee shall apply to the sick bank committee within fourteen days of the date(s) for which the sick bank days are requested;
2. An employee must 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
3. An employee must get approval from the sick bank committee. 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. The committee shall not be arbitrary or capricious in their decision.
4. An employee may draw up to forty (40) days from the sick bank during one (1) school year.

**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 March 1 prior to the renomination process for the following year, 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 1/2 the current rate of pay for a substitute teacher. The payment shall be made in the last pay for June or the first pay in the July after severance or retirement.

**15.1.2** Bargaining unit members who have accumulated the maximum number of sick days shall be paid the current substitute rate for any days remaining above the maximum at the end of the school year.

**15.2 Personal Leave**

Professionals and Education Support Professionals 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** Bargaining unit members who use an hour or less of leave at the beginning or end of the student day shall not have any leave deducted from their sick or personal leave allotment.

Procedures for implementing this section must address:

1. Communication
2. Tracking
3. Limits
4. Accountability
5. Coverage

Procedures:

- a. Staff must give 24 hours' notice to the principal of the need to arrive 1 hour later in the morning or leave 1 hour earlier in the afternoon (based on students' arrival and departure times). In emergency circumstances, shared

with the principal, the 24-hour notice may be waived, and the notice shall be provided as soon as possible.

- b. This notice must be given to the main office through the current absence request system. Within that notice, staff must provide a description of the coverage they have arranged for the time they will be away from their duties.
- c. Coverage cannot be “not seeing” students on a caseload. Working with a student may not be “skipped.” Meaningful coverage must be arranged by the staff member.
- d. The principal has the right to deny this leave and planned coverage with cause.
- e. This is for exigent circumstances only. This is not a right.
- f. The administration has the right to limit the number of these situations for one staff member and also accumulatively for the Association.
- g. Appeals of the principal’s decision will go to the Superintendent.

#### **15.4 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. The sick bank shall apply to the period of disability due to childbirth.

#### **15.5 Bereavement Leave**

Professionals and Education Support Professionals 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 Parental Leave**

Every bargaining unit member who becomes a parent (either by birth or adoption) is entitled to eight (8) weeks of leave and may use up to thirty (30) earned sick leave days for the purposes of childbirth, childcare, and/or bonding. Such leave shall commence and be completed within the twelve (12) months following the child’s birth or placement of

adoption (or at an earlier time pursuant to Article 15.4). Such paid leave runs concurrently with any entitlement to leave under applicable state and federal law, District policy, or the terms of this agreement. This leave is not eligible for sick bank days, except as allowed in Article 15.4, Maternity Leave.

## **15.7 Civic Obligation Leave**

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

**15.7.1** 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.

**15.7.2** 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.

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

**15.7.4** 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.

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

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

## **15.8 Vacation**

Education Support Professionals who work year round shall receive the following paid vacation each year:

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

**15.8.2** Completed 1-5 years prior service in District- 10 days of vacation

**15.8.3** Completed 6-10 years of service in District-15 days of vacation

**15.8.4** Completed more than 10 years prior service in District- 20 days of vacation

**15.8.5** Vacation days must be used each year by June 30 except that employees shall be allowed to carry up to 10 days, with notice to the Superintendent, to be used prior to the beginning of the next student school year. If due to work load or emergency issues and with approval by the Superintendent, an employee is unable to take vacation days before the deadline, those days will be paid at the employee's then current hourly rate. Days otherwise not used will be lost.

## **15.9** Holidays

Educational Support Professionals who work year round receive 12 paid holidays per year. Educational Support Professionals 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, Columbus Day (only for year-round employees), Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Civil Rights 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.

## **15.10** Part-time Employees

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

## **15.11** 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.

## **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** Workers 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, 2019 through June 30, 2022.

## **Article 20-Compensation for Additional Service**

A fund of \$2000 shall be established annually for compensating bargaining unit members who have gone above and beyond expectations for the benefit of our school community. A compensation committee consisting of the Superintendent and/or the Principal, the GEA President and two GEA appointed members shall be created each year to distribute the compensation.

### **Additional Agreement:**

The Grantham School Board reserves the right to re-open negotiations at any time within the duration of this contract (July 1, 2019-June 30, 2022) on the issue of health and dental insurance.

## Appendix A: Professional Compensation

### Appendix A1 – Wage Schedule

Professional Staff

2019-2020

2019-2020						
Step Indices			3.0%			
Track Indices			3.0%	MA Indices		5.0%
<b>COLA</b>	<b>1.50%</b>					
	BA	BA+15	BA+30	MA	MA+15	MA+30
1	\$ 42,001	\$ 43,261	\$ 44,559	\$ 46,786	\$ 48,190	\$ 49,636
2	\$ 43,261	\$ 44,559	\$ 45,895	\$ 48,190	\$ 49,636	\$ 51,125
3	\$ 44,559	\$ 45,895	\$ 47,272	\$ 49,636	\$ 51,125	\$ 52,659
4	\$ 45,895	\$ 47,272	\$ 48,690	\$ 51,125	\$ 52,659	\$ 54,238
5	\$ 47,272	\$ 48,690	\$ 50,151	\$ 52,659	\$ 54,238	\$ 55,865
6	\$ 48,690	\$ 50,151	\$ 51,656	\$ 54,238	\$ 55,865	\$ 57,541
7	\$ 50,151	\$ 51,656	\$ 53,205	\$ 55,865	\$ 57,541	\$ 59,268
8	\$ 51,656	\$ 53,205	\$ 54,801	\$ 57,541	\$ 59,268	\$ 61,046
9	\$ 53,205	\$ 54,801	\$ 56,445	\$ 59,268	\$ 61,046	\$ 62,877
10	\$ 54,801	\$ 56,445	\$ 58,139	\$ 61,046	\$ 62,877	\$ 64,763
11	\$ 56,445	\$ 58,139	\$ 59,883	\$ 62,877	\$ 64,763	\$ 66,706
12	\$ 58,139	\$ 59,883	\$ 61,679	\$ 64,763	\$ 66,706	\$ 68,708
13	\$ 59,883	\$ 61,679	\$ 63,530	\$ 66,706	\$ 68,708	\$ 70,769
14	\$ 61,679	\$ 63,530	\$ 65,436	\$ 68,708	\$ 70,769	\$ 72,892
15	\$ 63,530	\$ 65,436	\$ 67,399	\$ 70,769	\$ 72,892	\$ 75,079
16		\$ 67,399	\$ 69,421	\$ 72,892	\$ 75,079	\$ 77,331
17			\$ 71,503	\$ 75,079	\$ 77,331	\$ 79,651
18				\$ 77,331	\$ 79,651	\$ 82,040

## Appendix A2 – Wage Schedule

### Professional Staff

2020-2021

2020-2021						
	Step Indices		3.0%			
	Track Indices		3.0%		MA Indices	5.0%
	<b>COLA</b>	<b>2.00%</b>				
	BA	BA+15	BA+30	MA	MA+15	MA+30
1	\$ 42,841	\$ 44,126	\$ 45,450	\$ 47,722	\$ 49,154	\$ 50,628
2	\$ 44,126	\$ 45,450	\$ 46,813	\$ 49,154	\$ 50,628	\$ 52,147
3	\$ 45,450	\$ 46,813	\$ 48,218	\$ 50,628	\$ 52,147	\$ 53,712
4	\$ 46,813	\$ 48,218	\$ 49,664	\$ 52,147	\$ 53,712	\$ 55,323
5	\$ 48,218	\$ 49,664	\$ 51,154	\$ 53,712	\$ 55,323	\$ 56,983
6	\$ 49,664	\$ 51,154	\$ 52,689	\$ 55,323	\$ 56,983	\$ 58,692
7	\$ 51,154	\$ 52,689	\$ 54,269	\$ 56,983	\$ 58,692	\$ 60,453
8	\$ 52,689	\$ 54,269	\$ 55,897	\$ 58,692	\$ 60,453	\$ 62,267
9	\$ 54,269	\$ 55,897	\$ 57,574	\$ 60,453	\$ 62,267	\$ 64,135
10	\$ 55,897	\$ 57,574	\$ 59,302	\$ 62,267	\$ 64,135	\$ 66,059
11	\$ 57,574	\$ 59,302	\$ 61,081	\$ 64,135	\$ 66,059	\$ 68,040
12	\$ 59,302	\$ 61,081	\$ 62,913	\$ 66,059	\$ 68,040	\$ 70,082
13	\$ 61,081	\$ 62,913	\$ 64,800	\$ 68,040	\$ 70,082	\$ 72,184
14	\$ 62,913	\$ 64,800	\$ 66,744	\$ 70,082	\$ 72,184	\$ 74,350
15	\$ 64,800	\$ 66,744	\$ 68,747	\$ 72,184	\$ 74,350	\$ 76,580
16		\$ 68,747	\$ 70,809	\$ 74,350	\$ 76,580	\$ 78,878
17			\$ 72,933	\$ 76,580	\$ 78,878	\$ 81,244
18				\$ 78,878	\$ 81,244	\$ 83,681

## Appendix A3 – Wage Schedule

### Professional Staff

2021-2022

2021-2022						
Step Indices		3.0%				
Track Indices		3.0%		MA Indices		5.0%
COLA		2.50%				
	BA	BA+15	BA+30	MA	MA+15	MA+30
1	\$ 43,912	\$ 45,229	\$ 46,586	\$ 48,915	\$ 50,383	\$ 51,894
2	\$ 45,229	\$ 46,586	\$ 47,984	\$ 50,383	\$ 51,894	\$ 53,451
3	\$ 46,586	\$ 47,984	\$ 49,423	\$ 51,894	\$ 53,451	\$ 55,055
4	\$ 47,984	\$ 49,423	\$ 50,906	\$ 53,451	\$ 55,055	\$ 56,706
5	\$ 49,423	\$ 50,906	\$ 52,433	\$ 55,055	\$ 56,706	\$ 58,407
6	\$ 50,906	\$ 52,433	\$ 54,006	\$ 56,706	\$ 58,407	\$ 60,160
7	\$ 52,433	\$ 54,006	\$ 55,626	\$ 58,407	\$ 60,160	\$ 61,964
8	\$ 54,006	\$ 55,626	\$ 57,295	\$ 60,160	\$ 61,964	\$ 63,823
9	\$ 55,626	\$ 57,295	\$ 59,014	\$ 61,964	\$ 63,823	\$ 65,738
10	\$ 57,295	\$ 59,014	\$ 60,784	\$ 63,823	\$ 65,738	\$ 67,710
11	\$ 59,014	\$ 60,784	\$ 62,608	\$ 65,738	\$ 67,710	\$ 69,741
12	\$ 60,784	\$ 62,608	\$ 64,486	\$ 67,710	\$ 69,741	\$ 71,834
13	\$ 62,608	\$ 64,486	\$ 66,420	\$ 69,741	\$ 71,834	\$ 73,989
14	\$ 64,486	\$ 66,420	\$ 68,413	\$ 71,834	\$ 73,989	\$ 76,208
15	\$ 66,420	\$ 68,413	\$ 70,465	\$ 73,989	\$ 76,208	\$ 78,495
16		\$ 70,465	\$ 72,579	\$ 76,208	\$ 78,495	\$ 80,849
17			\$ 74,757	\$ 78,495	\$ 80,849	\$ 83,275
18				\$ 80,849	\$ 83,275	\$ 85,773

## Appendix B: Education Support Professional Compensation

### Appendix B1 – Salary Schedule

#### Educational Support Professional Staff

	<b>COLA</b>	<b>2.50%</b>
2019-2020		
Prior Years		
Exp.	Regular	Certified
0	\$ 14.63	\$ 15.73
1	\$ 14.90	\$ 16.00
2	\$ 15.17	\$ 16.29
3	\$ 15.47	\$ 16.56
4	\$ 15.76	\$ 16.85
5	\$ 16.01	\$ 17.13
6	\$ 16.31	\$ 17.39
7	\$ 16.61	\$ 17.69
8	\$ 16.86	\$ 17.98
9	\$ 17.15	\$ 18.23
10	\$ 17.41	\$ 18.53
11	\$ 17.70	\$ 18.82
12	\$ 18.00	\$ 19.09
13	\$ 18.25	\$ 19.36
14	\$ 18.54	\$ 19.66
	Food Service	3.00%
	Custodial	3.00%

## Appendix B2 – Salary Schedule

### Educational Support Professional Staff

	<b>COLA</b>		<b>2.50%</b>
2020-2021			
Prior Years Exp.	Regular		Certified
0	\$	14.99	\$ 16.13
1	\$	15.28	\$ 16.40
2	\$	15.55	\$ 16.69
3	\$	15.85	\$ 16.98
4	\$	16.16	\$ 17.27
5	\$	16.41	\$ 17.56
6	\$	16.72	\$ 17.83
7	\$	17.02	\$ 18.13
8	\$	17.28	\$ 18.43
9	\$	17.58	\$ 18.69
10	\$	17.85	\$ 19.00
11	\$	18.14	\$ 19.29
12	\$	18.45	\$ 19.56
13	\$	18.70	\$ 19.85
14	\$	19.01	\$ 20.15
		Food Service	3.00%
		Custodial	3.00%



## Appendix B3 – Salary Schedule

### Educational Support Professional Staff

		<b>COLA</b>	<b>2.50%</b>
2021-2022			
Prior Years Exp.	Regular	Certified	
0	\$ 15.37	\$ 16.53	
1	\$ 15.66	\$ 16.81	
2	\$ 15.94	\$ 17.11	
3	\$ 16.25	\$ 17.40	
4	\$ 16.56	\$ 17.70	
5	\$ 16.82	\$ 17.99	
6	\$ 17.13	\$ 18.27	
7	\$ 17.45	\$ 18.59	
8	\$ 17.71	\$ 18.89	
9	\$ 18.02	\$ 19.16	
10	\$ 18.30	\$ 19.47	
11	\$ 18.60	\$ 19.77	
12	\$ 18.91	\$ 20.05	
13	\$ 19.17	\$ 20.34	
14	\$ 19.48	\$ 20.65	
	Food Service	3.00%	
	Custodial	3.00%	

## Appendix B4 – Salary Schedule

### Educational Support Professional Staff--COTA

<i>COLA</i>	<i>COLA</i>	<i>COLA</i>
<b>1.50%</b>	<b>2.00%</b>	<b>2.50%</b>
2019-2020	2020-2021	2021-2022
<i>COTA</i>	<i>COTA</i>	<i>COTA</i>
\$ 22.18	\$ 22.63	\$ 23.19
\$ 22.52	\$ 22.97	\$ 23.55
\$ 22.86	\$ 23.32	\$ 23.90
\$ 23.21	\$ 23.68	\$ 24.27
\$ 23.57	\$ 24.04	\$ 24.64
\$ 23.93	\$ 24.40	\$ 25.01
\$ 24.29	\$ 24.78	\$ 25.39
\$ 24.66	\$ 25.15	\$ 25.78
\$ 25.03	\$ 25.54	\$ 26.17
\$ 25.42	\$ 25.92	\$ 26.57
\$ 25.80	\$ 26.32	\$ 26.98
\$ 26.20	\$ 26.72	\$ 27.39
\$ 26.60	\$ 27.13	\$ 27.81
\$ 27.00	\$ 27.54	\$ 28.23
\$ 27.41	\$ 27.95	\$ 28.65

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(Grantham School Board Chair)

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(GEA President)

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(date)

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(date)