

AGREEMENT BETWEEN  
THE GRANTHAM SCHOOL BOARD  
AND THE GRANTHAM EDUCATION ASSOCIATION

July 1, 2008 – June 30, 2011

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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 School Board or the administration from communicating with, consulting with, or meeting with any individual employee or group of employees for purposes that the School Board or the administration deems desirable in the discharge of its responsibilities, nor shall this recognition preclude any employee from appearing before the School 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, building and grounds, or food service employee.

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 – NEGOTIATION PROCEDURE

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 factfinders.

#### 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 e-mail, and in staff mailboxes for purposes 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: (1) any matter for which a specific method of review is prescribed by law; (2) any statute, law or regulation by the State or Federal Government; (3) any bylaw of the school board pertaining to its internal organization; (4) any matter which, according to law, is either beyond the scope of school board authority or is limited to unilateral action by the school board alone; and (5) 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 1 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 other designated administrator.

5.4 Formal Procedure:

A. Step 1: 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 occurrence, the specific provisions in this Agreement that allegedly were violated, and the remedies sought. The principal or other designated administrator may communicate his/her decision to the employee in writing within ten (10) days of receipt of the written grievance.

B. Step 2: If the grievance is not adjusted to the employee's satisfaction at Step 1, 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 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 may communicate his/her decision in writing to the employee within twenty (20) days after receipt of the appeal to the superintendent.

C. Step 3: 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 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 an arbitrator.

A. The parties will attempt to agree upon a mutually satisfactory third party to serve as an arbitrator. If no agreement is reached within 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 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 School District and the Association.

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

5.7 After consideration of the arbitrator's advisory recommendations for settlement of a grievance, the School Board may make a decision on the issue and shall so advise the grievant and the Association in writing. If the School Board fails to make a decision on the arbitrator's advisory opinion within thirty (30) days after receipt of it, the School Board's non-action shall be deemed to be a decision rejecting the arbitrator's recommendation and accepting the administration's last decision. The School Board's 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 that during 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 School 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 School District shall provide copies of School Board Policies to the Association president or his/her designee.

ARTICLE 7 – REDUCTION IN FORCE

7.1 The Board shall have the 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 Classification

Teacher, K-3  
Teacher, 4-6  
Specialist, K-6

Assignment Area

Art Teacher, Music Teacher,  
Physical Education Teacher, Health  
Teacher, Special Education Teacher,  
Reading Teacher, Guidance  
Counselor, Librarian, Nurse

Paraprofessional

Regular Education, Special  
Education

Building and Grounds  
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 NH 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 employees shall be hired for a vacancy within a job classification and assignment area for which laid off personnel hold recall rights until the 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 Notices 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 Mondays 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 the 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 the posting.

### ARTICLE 9 – COMPENSATION

9.1 Salaries for full-time professional employees' positions are contained in Appendix A. Part-time professional employees' salaries shall be pro-rated.

9.2 Wages for non-professional employees' positions are contained in Appendix B.

9.3 The Superintendent shall make the initial placement of professional employees on the salary schedule based upon the employees' 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 employees' 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 be 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 (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 the track change;(2)the employee has completed all necessary graduate degrees and credits prior to September 1 of the school year of the track change; and (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 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 by the Board, a professional employee may be held at step and a 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 School District may require non-professional employees to complete and submit weekly time cards.

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

#### 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 School District may end the employment of the individual holding that 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 and classroom 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 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 as set forth in each non-professional employee's letter of agreement.

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 as set forth in each non-professional employee's letter of agreement.

11.5 The School 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 meetings 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 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 plans Comp 100 (C100MC-M\$1), Blue Choice (BC3T10-R\$3/15M\$1), Matthew Thornton HMO (MTB5-R \$3/15M \$1), or the equivalent. 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:

2008-09          2009-10          2010-11

Single	97%	94%	91%
2-person	97%	94%	91%
Family	97%	94%	91%

An employee who selects a more expensive plan than the HMO plan shall be responsible for the difference between the HMO plan’s premiums and the selected plan’s premiums.”

Each year that an employee is eligible for this medical insurance, but does not take it, that employee shall receive a \$1,000 bonus if the employee provides proof of coverage under other medical insurance.

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 the 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>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Single	97%	94%	91%
2-person	97%	94%	91%
Family	97%	94%	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 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’s 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's graduate course tuition rate per credit hour for in-state residents) upon presentation of documentation by the employee that he/she received a final grade of B- or better in the course. In no event shall the District pay a total of more than \$9000 in 2007-08 for this benefit; however, if the full amount is exhausted in one year, it shall increase by \$1000 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 course, excluding lodging, meals and travel, up to a maximum of \$275 per employee.

13.4 Committee: 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 such 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.

15.1.1 Sick Leave at Severance or Retirement. After 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 or 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 the 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. If the pregnancy is terminated before full term and birth of the child, the employee may apply for termination of the leave. The return of the employee prior to the originally established return date is at the discretion of the Superintendent.

15.4 Family Leave. Family leave without pay for up to one year is granted, upon written 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 District 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 leave. The Board may waive this provision provided the employee agrees in writing that, should he/she leave the District for any reason, except for death or serious illness during the one year following 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 for 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 days.

15.6.2 Any staff member who is required to serve with 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 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:

Completed less than 1 year prior service in District	1 day per month of service, up to a maximum of 8 days
Completed 1-5 years prior service in District	10 days vacation
Completed 6-10 years prior service in District	15 days vacation
Completed more than 10 years prior service in District	20 days vacation

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 shall 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, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Day, Presidents Day and Memorial Day.

15.9 Part-time Employees. Leaves shall be prorated for part-time employees in proportion to the amount of time that the employees work.

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 30 or more days are denied by the Superintendent may appeal to the School Board. The decisions 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 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 School 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 (a) to direct and manage all activities of the School District; (b) to direct the work of employees; (c) 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; (d) 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 of the terms of the Agreement; (e) to maintain the efficiency of government operations; (f) to relieve employees from duties because of lack of work or for other reasons; (g) to determine the methods, means and personnel by which operations are to be conducted; and (h) 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.

18.4 Effective July 1, 2009, notwithstanding any other provision in this Agreement, the School Board has sole jurisdiction, authority and discretion to contract with individuals, companies or agencies to provide food services that otherwise would be performed by persons employed in this bargaining unity, and to layoff the employees who previously performed those food services. If the School Board lays off food service employees when it contracts out for food services, laid off food service employees will receive severance payments equal to 1/10 of their annual wages for each year of completed service to the School District.

#### ARTICLE 19 – DURATION

This Agreement shall be in full force and effect from July 1, 2008 through June 30, 2011.

FOR THE GRANTHAM  
EDUCATION ASSOCIATION

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DATE: \_\_\_\_\_

FOR THE GRANTHAM  
SCHOOL BOARD

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DATE: \_\_\_\_\_

APPENDIX A

2008-09 Salary Schedule for Professional Employees

Step	B	B+15	B+30	M	M+15	M+30
1	32,729	33,711	34,723	36,459	37,553	38,680
2	33,711	34,723	35,764	37,553	38,679	39,840
3	34,723	35,764	36,838	38,679	39,839	41,034
4	35,764	36,838	37,942	39,839	41,034	42,265
5	36,838	37,942	39,081	41,034	42,266	43,534
6	37,942	39,081	40,252	42,266	43,534	44,840
7	39,081	40,252	41,461	43,534	44,840	46,185
8	40,252	41,461	42,704	44,840	46,185	47,571
9	41,461	42,704	43,986	46,185	47,571	48,998
10	42,704	43,986	45,306	47,571	48,997	50,467
11	43,986	45,306	46,664	48,997	50,468	51,982
12	45,306	46,664	48,064	50,468	51,982	53,542
13	46,664	48,064	49,507	51,982	53,542	55,148
14	48,064	49,507	50,991	53,542	55,147	56,801
15	49,507	50,991	52,521	55,147	56,802	58,506
16	0	52,521	54,097	56,802	58,506	60,261
17	0	0	55,719	58,506	60,261	62,069
18	0	0	0	60,261	62,068	63,930

multiplier= 1.0275

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 A 1

2009-10 Salary Schedule for Professional Employees

Step	B	B+15	B+30	M	M+15	M+30
1	33,711	34,723	35,765	37,553	38,680	39,840
2	34,723	35,765	36,837	38,680	39,840	41,035
3	35,765	36,837	37,943	39,840	41,034	42,265
4	36,837	37,943	39,081	41,034	42,265	43,533
5	37,943	39,081	40,253	42,265	43,534	44,840
6	39,081	40,253	41,460	43,534	44,840	46,185
7	40,253	41,460	42,704	44,840	46,185	47,571
8	41,460	42,704	43,985	46,185	47,571	48,998
9	42,704	43,985	45,306	47,571	48,998	50,468
10	43,985	45,306	46,665	48,998	50,467	51,981
11	45,306	46,665	48,064	50,467	51,982	53,541
12	46,665	48,064	49,506	51,982	53,542	55,148
13	48,064	49,506	50,992	53,542	55,148	56,803
14	49,506	50,992	52,520	55,148	56,801	58,505
15	50,992	52,520	54,096	56,801	58,506	60,262
16	0	54,096	55,720	58,506	60,261	62,069
17	0	0	57,391	60,261	62,069	63,931
18	0	0	0	62,069	63,930	65,848

multiplier= 1.03

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

APPENDIX A 2

2010-11 Salary Schedule for Professional Employees

Step	B	B+15	B+30	M	M+15	M+30
1	34,806	35,851	36,927	38,773	39,937	41,135
2	35,851	36,927	38,034	39,937	41,134	42,368
3	36,927	38,034	39,176	41,134	42,368	43,639
4	38,034	39,176	40,351	42,368	43,639	44,948
5	39,176	40,351	41,562	43,639	44,949	46,298
6	40,351	41,562	42,807	44,949	46,297	47,686
7	41,562	42,807	44,092	46,297	47,686	49,117
8	42,807	44,092	45,415	47,686	49,117	50,590
9	44,092	45,415	46,778	49,117	50,591	52,108
10	45,415	46,778	48,181	50,591	52,107	53,671
11	46,778	48,181	49,626	52,107	53,671	55,281
12	48,181	49,626	51,115	53,671	55,282	56,940
13	49,626	51,115	52,649	55,282	56,941	58,649
14	51,115	52,649	54,227	56,941	58,647	60,407
15	52,649	54,227	55,854	58,647	60,408	62,220
16	0	55,854	57,531	60,408	62,220	64,086
17	0	0	59,256	62,220	64,086	66,008
18	0	0	0	64,086	66,008	67,988

multiplier= 1.0325

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 – WAGES  
FOR NON-PROFESSIONAL EMPLOYEES

All custodians, food service employees and the behavioral interventionist shall receive wage increases of 4.60% for 2008-09, 4.81% for 2009-10, and 4.78% for 2010-11.

APPENDIX D--WAGE SCHEDULES

Prior Years Of Credited Experience	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
0	\$11.20	\$11.59	\$12.00
1	\$11.43	\$11.82	\$12.23
2	\$11.66	\$12.05	\$12.46
3	\$11.89	\$12.28	\$12.69
4	\$12.12	\$12.51	\$12.92
5	\$12.35	\$12.74	\$13.15
6	\$12.58	\$12.97	\$13.38
7	\$12.81	\$13.20	\$13.61
8	\$13.04	\$13.43	\$13.84
9	\$13.27	\$13.66	\$14.07
10	\$13.50	\$13.89	\$14.30
11	\$13.73	\$14.12	\$14.53
12	\$13.96	\$14.35	\$14.76
13	\$14.19	\$14.58	\$14.99
14	\$14.42	\$14.81	\$15.22
off	increase prior year's rate by \$0.50	increase prior year's rate by \$0.00	increase prior year's rate by \$0.00

2008-11 step increments=	\$0.23
2009-10 increase in cells=	\$0.39
2010-11 increase in cells=	\$0.41

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

APPENDIX C – ENVIRONMENTAL SCHOOL STIPEND

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