

**BETWEEN THE**

**KEENE BOARD OF EDUCATION**

**AND THE**

**ASSOCIATION OF KEENE CLASSROOM ASSISTANTS**

**July 1, 2023 to June 30, 2026**

**PREAMBLE**

This agreement is entered into on March 28, 2023 by and between the Keene Board of Education, hereinafter referred to as the "Board," and the Association of Keene Classroom assistants, hereinafter referred to as the "Association," affiliated with the NEA New Hampshire and the National Education Association.

WITNESSETH:

WHEREAS, the Board and Association recognize and declare their mutual aim is to provide the best possible education for the children of the Keene schools; and,

WHEREAS, it is the responsibility of the Board to attract and retain the most competent and dedicated education professionals possible for the resources allocated; and,

WHEREAS, the members of the education professions are particularly qualified to assist in the formulation of policies and programs designed to improve educational standards in an advisory capacity; and,

WHEREAS, the Board, under the laws of the State of New Hampshire, has exclusive responsibility to determine the policies of the Keene School District; and,

WHEREAS, the Board has an obligation to bargain under the provisions of RSA 273-A; and,

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

In consideration of the following mutual covenants, it is hereby agreed as follows:

PREAMBLE .....	i
TABLE OF CONTENTS .....	ii

Article I	Recognition	3
Article II	Scope of Agreement	3
Article III	Non-Discrimination	3
Article IV	Negotiation Procedure for Negotiation of Successor Rights	4
Article V	Association Rights	5
Article VI	Evaluation and Personnel Files	6
Article VII	Consultations on Educational Programs	7
Article VIII	Classroom Assistant Employment	8-11
Article IX	Rates of Pay	12-13
Article X	Discipline	13
Article XI	Grievance Procedure	14-15
Article XII	Leaves of Absence	16-17
Article XIII	Course Reimbursement	18
Article XIV	Insurances	19
Article XV	Miscellaneous Provisions	20
Article XVI	Notice Under Agreement	20
Article XVII	Strikes and Sanctions	20
Article XVIII	Duration	20
<b>APPENDICES</b>		
Appendix A	Salary Schedule 2023-2026	21
Appendix B	Grievance Report Form	22-25
Appendix C	Continuing Membership Payroll Authorization Deduction Form	26

**ARTICLE I**

**RECOGNITION**

*Effective July 1, 2023, when the reorganization about which the Board has notified the Association will be implemented, all references to "tutor" throughout the CBA will be replaced with references to "classroom assistant."*

- 1.1 For purposes of collective negotiations, the Board recognizes the Association as the exclusive representative of all classroom assistants of the Keene School District as certified by the New Hampshire Public Employee Labor Relations Board.
- 1.2 Unless otherwise indicated, the term "Classroom Assistant," when used hereinafter in this Agreement, shall refer to all classroom assistants represented by the Association in the negotiating unit as above defined.
- 1.3 Unless otherwise indicated, the term "administrator," when used hereinafter in this Agreement, shall refer to those professional employees who serve in an administrative and/or supervisory capacity more than half-time.
- 1.4 Except as otherwise provided in this Agreement, or otherwise agreed to in writing between the parties, the determination of educational policy, the operation and management of the schools, and the control, supervision, and direction of the staff are vested exclusively in the Board.

**ARTICLE II**

**SCOPE OF AGREEMENT**

- 2.1 The parties understand that the Board and Superintendent may not lawfully delegate powers, discretions, and authorities which by law are vested exclusively with them. This Agreement shall not be construed so as to limit or impair their respective statutory powers, discretions or authorities.

**ARTICLE III**

**NON-DISCRIMINATION**

- 3.1 The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of classroom assistants or in the application or administration of this Agreement on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, age, domicile, marital status, disability, or membership/activity in the Association.

## ARTICLE IV

### PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

- 4.1 On or about September first (1st) of the prior year in which this Agreement expires, and subject to compliance with Article XIV, the Association may, in writing by certified mail, return receipt requested, notify the Board of its desire to terminate or modify the terms and conditions of this Agreement and shall submit, no later than September fifteenth (15th) at a meeting with the Board, its proposals. The parties shall, thereafter, meet, confer, and negotiate in a good faith effort to reach a mutual understanding and agreement.
- 4.2 The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement.
- 4.3 Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding on the Board, unless and until the necessary appropriations have been made by the Annual School District Meeting. The Board shall make a good faith effort to secure the funds necessary to implement said agreements.
- 4.4 In the event the School District shall not approve the school budget as proposed by the Board, the parties shall return to the negotiating table and all articles within the agreement may be reopened for further negotiation. This Article 4.4 shall only apply to the first year of a multi-year collective bargaining agreement.
- 4.5 If necessary the parties may declare an impasse and request the assistance of the Public Employee Labor Relations Board as provided for in RSA 273-A to resolve the dispute.
- 4.6 The Board maintains the final right of approval of any concession made as a condition of reaching agreement in accordance with RSA 273-A:3(l).

## ARTICLE V

### ASSOCIATION RIGHTS

- 5.1 The Association President or designee shall be provided with three (3) days of paid professional leave to attend a delegates' assembly or union training. Such leave shall be recorded in the District's time and attendance system noting the reason for the absence as "association business".
- 5.2 Upon request, the Association will be given an opportunity to make announcements prior to the start of faculty meetings or to submit announcements to be made by the Principal during the course of the meeting. Any time spent by classroom assistants in this capacity will be voluntary and not compensated.
- 5.3 The Association will have the right to post notices of its activities and matters of classroom assistant concern on employee bulletin boards provided for that purpose in the teacher lounges and shall continue to have the right to distribute materials in the classroom assistants' mailboxes.
- 5.4 Upon notification by an employee (see Appendix C attached hereto), the Board will deduct for Professional Association dues.
- 5.5 The Association may request a list of bargaining unit members by contacting the Director of Human Resources.
- 5.6 The District will post a copy of the collective bargaining agreement on the District's website where an employee may read and download a copy. Employees may contact Human Resources for assistance in locating the document.

## ARTICLE VI

### EVALUATION AND PERSONNEL FILE

- 6.1** The School District shall maintain a personnel file for each bargaining unit employee consisting of at least, but not limited to:
- Date of initial hire
  - Work history including:
    - Any breaks in service
    - Work assignments; e.g., grade level, type of assignment (inclusion, on-on-one, teacher, school)
  - Education history including:
    - Degrees
    - Workshops
    - Certifications
  - Any other work related documents
  - Evaluations
- 6.2** A classroom assistant will have the right, upon request, to review the contents of his/her personnel file at reasonable times. No material shall be placed in a classroom assistant's individual personnel file unless the classroom assistant has had an opportunity to review such material. The classroom assistant will sign the copy to be filed, within ten (10) days of receipt, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The classroom assistant will also have the right to submit a written answer. The provisions of this section shall not apply to material of a confidential nature acquired by the Board when initially employing any classroom assistant. Negative material and oral and written reprimands may be removed from the classroom assistant's file upon request of the classroom assistant after five (5) years (or less, with the approval of the Director of Human Resources) if there has been no subsequent discipline, provided such material is not deemed by the Director of Human Resources to provide potential third party liability to the Board. In making these decisions the Director of Human Resources shall not act in an arbitrary or capricious manner. If a classroom assistant's request for removal of material is denied by the Director of Human Resources, the classroom assistant may appeal this decision to the Board. The Board's decision will be final and not subject to Article XI.
- 6.3** All bargaining unit employees shall be evaluated each year no later than the last workshop day for teachers. Classroom assistants who receive their evaluation after the last classroom assistant work day shall be given the option of returning for a conference and time spent in conference shall be paid at their normal hourly rate. Classroom assistants who perform less than satisfactory during the school year and prior to the official evaluation being issued will be notified as soon as is reasonably possible for a conference to address the concerns noted. Classroom assistants will be given the opportunity to remedy the performance issues so noted. All formal observation or evaluation of the work performance of a classroom assistant shall be conducted openly and with full knowledge of the classroom assistant. Teacher input on classroom assistant performance may be incorporated into the evaluation process. The parties recognize and agree that, subject to the provisions herein, classroom assistant evaluation is an administrative function and the sole responsibility of the Board.

## ARTICLE VII

### CONSULTATION ON EDUCATIONAL PROGRAMS

- 7.1** The Board desires the participation of its professional educational personnel in the development of sound educational programs for the school children of the District. Prior to making major changes in educational programs, the Superintendent shall notify the President of the Association and shall meet and confer with the Association's President (or the President's designee), if requested to do so. The President of the Association may, following any meeting or conference set forth herein, submit to the Board, through the Superintendent, any recommendations for major changes in the educational programs. The Board shall give due consideration to such recommendations of the Association. Action by the Board under this Article VII shall not be subject to Article XI.



## ARTICLE VIII

### CLASSROOM ASSISTANT EMPLOYMENT

#### 8.1 Definition of employee status:

Full-time classroom assistants: 1200 or more scheduled annual hours

Regular classroom assistants: 990 or more scheduled annual hours, but less than 1200 scheduled hours annually

Part-time classroom assistants: Less than 990 scheduled annual hours

8.2 For purposes of this Agreement, the period of service shall be one hundred eighty (180) instructional days, one (1) orientation day, and one (1) additional day scheduled by the Superintendent per year.

8.3 Classroom assistants shall be paid for their regular, daily scheduled hours, on any day when the start of the school day is delayed due to weather, as communicated by the Superintendent, provided that they are present and working during that time. Employees may observe the delayed opening or early dismissal due to weather conditions. If employees are unable to work their normal scheduled hours due to a delayed opening or early dismissal, they shall be permitted to make up the time lost. Make up time must be performed during the pay period in which the delayed opening or early dismissal took place, and shall be directed by the building Principal. Classroom assistants shall not be paid when school is cancelled.

#### 8.4 Flexible Paid Time (in lieu of Holidays)

Flexible Paid Time (Classroom Assistants working thirty (30) or more regularly scheduled hours per week)

1. Classroom assistants scheduled to work a minimum of thirty (30) hours per week but less than thirty-two and one half (32.5) hours per week receive forty-eight (48) hours of Flexible Paid Time.
2. Classroom assistants scheduled to work thirty-two and one half hours (32.5) per week receive fifty-two (52) hours of Flexible Paid Time.

Flexible Paid Time shall only be used from Monday through Friday for **non-workdays**. Hours may be used by an employee between the employee's first scheduled work day of the fiscal year and June 30 of the same fiscal year. Accruals shall be available on the first scheduled work day and must be used during that fiscal year. Unused Flexible Time shall be paid at the close of the fiscal year and shall not be carried forward. A maximum of 6.5 hours per day may be used on an eligible day. Flexible Paid Time hours shall not count towards hours worked for purposes of over-time calculation. Flexible Paid Time does not count towards benefits eligibility.

\* NOTE: These days originated from the exchange of all Paid Holidays for 6-6.5 hours of Flexible Paid Time per former holiday. Employees must indicate the use of Flexible Paid Time on their time cards in order to receive payment for any eligible day.

8.5 All positions scheduled at twenty-seven (27) hours per week but less than thirty (30) hours per week in 2002-2003 shall be scheduled at thirty (30) hours per week effective July 1, 2003.

8.6 Classroom assistants shall be entitled to a thirty (30) minute, duty-free lunch. A Classroom assistant may voluntarily waive a duty-free lunch period at the Principal's or designee's request. Classroom assistants waiving the duty-free lunch shall sign a lunch waiver form available in the school or payroll office.

8.7 The first ninety (90) calendar days of employment shall be considered a probationary period to permit the Board to determine a new employee's fitness and adaptability for the work required, subject to extension by mutual agreement. The Board may discharge any probationary employee without such

discharge being subject to a grievance. Unless otherwise expressly provided herein, a probationary employee will not be entitled to any of the insurance benefits provided for in this agreement.

- 8.8** Each classroom assistant determined to be eligible under the regulations established by the New Hampshire Retirement System will belong to the N.H. Retirement System (or its equivalent) and the Board and employee will make contributions to the appropriate retirement system as established by law.

Upon termination of employment prior to actual retirement, the classroom assistant will receive a return of his or her contributions plus interest as established by NHRS unless a different election is made by the employee. (Note: Appropriate applications must be made by the classroom assistant through the Human Resources Office).

Classroom assistants approaching retirement are advised to contact the NH Retirement System office in Concord at the earliest date possible.

- 8.9** Classroom assistants belong to the Social Security system and appropriate classroom assistant and Board contributions will be made as dictated by law.
- 8.10** The Board will provide, at its expense, appropriate workers compensation insurance as required by law. Classroom assistants are required to report accidents or any other circumstances that may be covered by workers compensation. Reports should be made immediately; but, in any case, no later than twenty-four (24) hours following the occurrence.

The District acknowledges its responsibility to comply with Safe School Zone laws, and will cooperate with employees and law enforcement as required by law in reporting "acts of theft, destruction, or violence" as defined in RSA 193-D:1. As provided by the law, employees may file workers' compensation claims for destruction of eyeglasses, hearing aids, or other items covered by RSA 281-A:23, II. The District will cooperate with employees in filling such claims as required by law. As permitted by RSA 281-A:23, II, the District, in its sole discretion, may pay the employee an amount equal to the value of such property damaged or destroyed in the course of employment. Employees who have questions about filing a claim may contact the Human Resources Department. The District recognizes employees' rights under the workers' compensation statute, and the District shall abide by its legal obligations under the statute and cooperate in the process as required by law.

- 8.11** The Association agrees to submit to the Board, for its consideration, suggestions for the school calendar on or before December first (1<sup>st</sup>) of the preceding year. The Association is invited to participate on, and provide timely written comment to, the calendar committee. The Board shall have the right to establish the school calendar and to make appropriate changes at any time, and such action by the Board shall not be subject to Article XI.
- 8.12** Position Vacancies: As new positions become available and vacancies occur, notices of same shall be posted electronically on the SAU 29 web site. The President of the Association will be notified via email of all vacancies.

It is the Keene School District's intent to fill open positions from within whenever reasonably possible. Employees who wish to be considered for an open position will be interviewed for the position. Hiring criteria will be based on the needs of the student as determined by the IEP team and as documented in the student's IEP. Factors of past performance, skills and abilities, and relevant experience and training will be weighed when making the hiring decision for both internal and external candidates. In the event an internal and an external candidate are deemed to be equally qualified by the hiring manager, the internal candidate will be awarded the position. In the event two employees with equal past performance, skills and abilities, and relevant experience and training, as determined by the hiring manager, are being considered for the position the more senior employee shall be awarded the position.

- 8.13** Reassignment: Any classroom assistant wishing reassignment should submit a written request to the Human Resources Office prior to the beginning of school the next year, or not later than seven (7) weekdays (excluding Saturday and Sunday) following the posting of a notice of a vacancy. During the fourteen (14) days prior to the opening of school, only the vacancy posting is required, and a Classroom assistant may apply for the desired vacancy.

**8.14** Classroom assistants who have prior approval from their building administrator to perform work outside the scheduled workday shall be compensated at the appropriate rate of pay.

**8.15** Continuing Employment

- a. The principal will make a good faith effort to inform classroom assistants, where possible, of their anticipated assignments for the upcoming school year prior to the end of the current school year. It is understood that such notifications shall not be a guarantee of employment. If assignment changes are contemplated, the affected classroom assistant may discuss, with an appropriate administrator, any concerns with regard to the reassignment. It is also understood that a change in enrollment, special education (includes 504, etc.) staffing needs, loss of state or federal funding, or other changes in educational requirements may result in reassignment or elimination of the position. In any event, transfers, assignments, or reassignments shall be at the discretion of the principal and shall not be arbitrary or capricious and shall not be subject to Article XI.
- b. Where, because of uncertain enrollment and other uncontrollable factors, assignments cannot be announced within the framework set forth in (a), classroom assistants will be informed of their assignments no later than three (3) school days after the administration has the required information. The same opportunity to discuss concerns regarding reassignments as set forth in paragraph (a) above shall be available.

**8.16** Reduction in Force (RIF)

- a. When budgetary constraints indicate that the number of bargaining unit positions shall be reduced in the upcoming year, all reasonable efforts shall be made to retain current employees through attrition. In the event a person must be laid off under these circumstances, the School Board shall select the person for lay off based on performance, skills and abilities, and relevant experience required for the following year and seniority. Assessment of a classroom assistant's performance, skills and abilities shall be based on yearly evaluations and any performance-related documentation in the personnel file from the current year and from the two (2) previous years.
- b. The system set forth in paragraph 8.15 a shall be applied to reductions in force that occur as a result of changes in enrollment and IEPs that occur prior to the end of the first (1<sup>st</sup>) week of the school year.
- c. If because of the departure of a student or some other reason, a RIF occurs mid-year, the classroom assistant so affected will be laid off if there is no other classroom assistant vacancy available.

**8.17** Recall

In the event a classroom assistant is laid off either mid-year or at the end of the year due to a Reduction in Force (RIF), the classroom assistant shall be considered first for any classroom assistant position for which they apply, for a period of one (1) school year following the reduction. Considered first means, that the applicants shall be evaluated prior to the hiring process and if deemed qualified in the sole judgment of the Board, offered the position. When applying, classroom assistants must indicate that their position has been eliminated or reduced within the last academic year. Recalled classroom assistants shall be placed on the wage schedule at the same step at the time they were laid off and shall retain any benefits they had accrued at the time they were laid off, such as accrued sick days and seniority.

**8.18** Long-Term Substitution (greater than 10 work days)

A classroom assistant who agrees to take a position as a long-term substitute for an absent teacher or other paraprofessional position shall be compensated at either the long-term substitute rate or his/her regular hourly rate for hours worked, whichever is greater. A classroom assistant serving as a long-term substitute shall continue to receive benefits under this Agreement or shall receive benefits given to, long-term substitute as part of Board policy or contract, whichever is greater. A classroom assistant who serves as a, long-term substitute and then returns to his/her duties as a classroom assistant shall have all benefits and seniority rights restored to them except that seniority shall not accrue for the time spent as a long-term substitute.

**8.19** Classroom assistants employed on the effective date of this contract who are required to hold a Para certification will be reimbursed by the District for the cost imposed by the State of New Hampshire for their initial Para II certification.

- 8.20** If a classroom assistant resigns his/her employment with the District for any reason and if, in its complete discretion, the District decides to rehire the classroom assistant at any time, the District will consider the person a new employee and will rely upon Article IX, Section 9.3 in setting the rate of pay no higher than step 5. The Union will not grieve the definition of “new employee” under section 9.3.
- 8.21** Classroom assistants shall be notified at least two (2) weeks in advance prior to mandatory staff development activities or training, including required attendance on early release days.

## ARTICLE IX

### RATES OF PAY

- 9.1** The compensation structure and its application are set forth in Appendix A hereto.
- 9.2** Newly hired employees with no experience, hired during the term of this Agreement, will be placed by the Director of Human Resources at their appropriate compensation level set forth herein.
- 9.3** Newly hired employees with experience will be placed by the Director of Human Resources at the same step as other employees currently employed who have similar experience. However, new employees hired after July 1, 2023 shall not be placed higher than step 5, regardless of experience. Information used by the Director of Human Resources to determine appropriate compensation level shall be provided to the Association on an individual basis as requested in writing. An individual employee's work history will only be shared with the Association upon receipt of the employee's written consent. Employees who are hired after commencement of the school year, and work a minimum of ninety-one (91) instructional days, shall advance one step on the wage scale on July 1<sup>st</sup> of the following school year.
- 9.4** Employees who are hired into non-bargaining-unit positions in the District and later return to a bargaining unit position shall be reinstated at no less than their previous step (plus step increases as appropriate due to additional experience) and shall retain accrued sick days and seniority earned while working as a classroom assistant. This provision shall not apply to employees who voluntarily separate from employment with the District and later return to the District. Employees who have a break in service with the District (not including separation due to reduction in force) and later return are governed by Sections 8.20 and 9.3 of this Agreement. An approved leave of absence is not a separation or break in service.
- 9.5** In no event will an employee's wage be permitted to exceed the maximum as set forth in Appendix A.
- 9.6** Employees' paychecks shall be deposited in the financial institutions of the employee's choice via direct deposit. Paper pay stubs will no longer be provided but employee pay stub information will be available to employees online.
- 9.7** The Board will make all deductions required by law and allowed as a result of any other article in this Agreement. In addition the Board agrees, upon request of a classroom assistant, to effect up to five (5) deductions from that classroom assistant's wages to ACHC compliant institutions.
- Deductions may be changed during each contract year through procedures provided by the Board through its Business Office.
- 9.8** The parties agree that payroll deductions for health and dental insurance will be taken on a pre-tax basis.
- 9.9** The parties agree that any deductions made by the District from the compensation of the employee which result from District error and which exceed the amount actually authorized for deduction by the employee shall be refunded to the employee.
- 9.10** The Parties agree the District has the right to assign classroom assistants to serve as a substitute for an absent teacher and that the District assumes responsibility for compliance with Special Education regulations when making such assignments.

The District shall attempt to secure a daily substitute in the event of a teacher absence. If that attempt is unsuccessful or there is insufficient time to secure a substitute, a classroom assistant may be utilized as a substitute for an absent teacher. The following procedure shall apply:

- a. Substitute assignments shall be assigned and communicated to a Classroom assistant by an Administrator and entered into the District's substitute calling system. The Classroom assistant shall log this assignment on their weekly timecard in the "Comments" section each day a teacher substitute duty is performed.

- b. The parties agree when a Classroom assistant serves as a substitute for an absent teacher for a full instructional day, the Classroom assistant shall receive a stipend of \$100 per day in addition to his/her regular hourly Classroom assistant wage. A stipend for a Classroom assistant serving as a teacher substitute for one half (1/2) of an instructional day shall be paid a stipend of \$50 per assignment in addition to her/his regular hourly Classroom assistant wage. No other proration shall be considered. No consideration for substitute assignments of less than a half (1/2) day may be considered for stipend compensation.
- c. This agreement shall not apply for long-term substitute assignments as outlined in Article 8.18 of this Agreement.
- d. The District recognizes that Classroom assistants provide important services to students and the practice of routinely assigning a Classroom assistants to cover for an absent teacher for less than a half day assignment will be kept to a minimum. However, the parties agree that a Classroom assistant may be assigned by an Administrator to cover for an absent teacher for less than one half day assignments when needed.

## **ARTICLE X**

### **DISCIPLINE**

- 10.1** Any employee who violates any of the Board's regulations may be subject to official disciplinary action up to and including discharge. An employee shall not be disciplined except for just cause. Just cause shall mean that the evidence supports the disciplinary action.
- 10.2** Disciplinary action will be taken in private by the administration and normally will be progressive, except where the seriousness of the infraction warrants a more severe sanction, up to and including discharge.

The normal course of discipline shall be as follows:

- a. oral reprimand
- b. written reprimand
- c. suspension without pay; and
- d. discharge.

- 10.3** All official disciplinary action, either oral or written, must be recorded and forwarded to the Director of Human Resources for inclusion in the employee's personnel file. A copy of any such documentation shall be provided to the employee by the Principal/Supervisor.

## ARTICLE XI

### GRIEVANCE PROCEDURE

#### 11.1 Definition:

A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a classroom assistant or group of classroom assistants based upon the interpretation or application of any of the provisions of this Agreement, except such matters specifically excluded by this Agreement. An "aggrieved classroom assistant" is the person or persons making the claim. All time limits specified in this Article XI shall mean school days, except under Section 11.3, Paragraph 1 and Section 11.8. School day shall mean any day in which school is in session. A school day includes a day off for inclement weather but does not include a holiday or vacation day.

#### 11.2 Purpose:

The parties acknowledge that it is most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing (see Appendix B attached hereto) and referred to the following formal grievance procedure.

#### 11.3 Formal Procedure:

The grievance shall state the specific violation or condition with proper reference to this Agreement. It shall also set forth names, dates, and any other related facts which will provide a sound basis for a complete understanding of any such grievance. A grievance must be filed within forty-five (45) consecutive days of the time the grievant knew or should have known of the facts giving rise to the grievance.

##### Level A

Within three (3) days of receipt of a formal grievance, the building principal, or his designee who shall be an administrator, will meet with the aggrieved classroom assistant. Within two (2) days following any such meeting, the principal, or the principal's designee, shall give an answer in writing. If the grievance is not settled at this level, then within ten (10) days from receipt of the answer rendered at this level, the grievance shall be referred to Level B.

##### Level B

Within ten (10) days of a grievance being referred to this level, the Assistant Superintendent for Keene will meet with the participants of Level A and examine the facts of the grievance. The Assistant Superintendent shall respond in writing within seven (7) days of any such meeting. If the grievance is not settled at this level, then within ten (10) days from receipt of the answer rendered at this level, the grievance shall be referred to Level C. However, a classroom assistant or the Board may elect to skip Level C and refer the grievance directly to Level D.

##### Level C

Within ten (10) days of a grievance being referred to this level, the Board will meet with the participants of Level B and examine the facts of the grievance. The Board shall give its answer within seven (7) days of any such meeting. If the grievance is not settled at this level, then within ten (10) days from receipt of the answer rendered at this level, the grievance may be referred to Level D.

##### Level D

Except as otherwise provided in this Agreement, if the grievance remains unsettled, then the matter may be referred by the Association to binding arbitration, but excluding issues which are managerial prerogatives as set forth in RSA 273 A-1: 11. If the matter is referred to arbitration, then the parties shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures in effect at that time.

In arbitrating a grievance, the arbitrator shall have no power or authority to do other than interpret and apply the provisions of this Agreement. The arbitrator shall have no power to add or subtract from, alter, or modify any of the said provisions. The arbitrator shall, thereafter, submit a decision to both parties. Either party may appeal the arbitrator's decision to Superior Court in accordance with the provisions of RSA 542 or the Public Employee Labor Relations Board in accordance with RSA 273 A.

- 11.4** Time periods specified in this procedure may be extended by mutual agreement with the exception that an extension will be granted to a classroom assistant whose forty-five (45) days fall within the summer recess.
- 11.5** Upon selection and certification by the Association, the Board shall recognize an Association Grievance Committee.
- 11.6** Grievance(s) of a general nature may be submitted by the Association to Level B.
- 11.7** A grievance, in order to be considered further, must be forwarded to the next appropriate level within ten (10) days from receipt of the answer given at the preceding level.
- 11.8** In the event a grievance is filed on or after June first (1<sup>st</sup>), the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.
- 11.9** Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement), shall permit the aggrieved person to proceed to the next level. Failure at any level of the procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- 11.10** Subject to the provisions of RSA 273-A:11, 1(a), an employee shall be given the right, upon notice to the appropriate supervisor, to have an Association representative present with respect to a grievance.
- 11.11** The parties agree that employees covered by this Agreement shall enjoy freedom from restraint, interference, coercion, discrimination, or reprisal in presenting or appealing any grievance(s).
- 11.12** The cost of arbitration, including an arbitrator's fees and reasonable expenses, shall be borne equally by the Board and the Association.
- 11.13** All documents dealing with a grievance shall be filed separately from the personnel files, except material remaining in a file pursuant to Article 10.3, and shall not be forwarded to any prospective employer.



## ARTICLE XII

### LEAVES OF ABSENCE

- 12.1** Military leave shall be granted in accordance with State and Federal Law.
- 12.2** Classroom assistants called for and serving on jury duty, or subpoenaed to testify, shall receive the necessary leave to fulfill the legal obligation. This leave shall not be deducted from sick leave or personal days. The wages paid during such time shall be an amount equal to the difference between the classroom assistant's wages and the compensation received for such services. A Classroom assistant must provide a copy of supporting official court documents for leave in this section to be approved by the Supervisor and shall sign over any compensation from the court to the Payroll office.
- 12.3** All Classroom assistants shall receive a maximum of four (4) paid bereavement days per each occurrence which shall be granted by the Principal in the event of the death of a member of the employee's or the employee's spouse's/domestic partner's immediate family (defined as spouse/domestic partner, child, parent, sibling, grandparent, grandchild, parents of spouse or any person permanently residing the employee's household). The Superintendent may grant additional days for exceptional circumstances at his/her discretion.
- 12.4** Full-time and Regular classroom assistants shall receive one (1) day sick leave per month cumulative to ten (10) days per year, further cumulative to a maximum of one hundred (100) days. Should an employee leave the employ of the District prior to earning the ten (10) days, the employee shall reimburse the District the difference between earned sick leave and paid sick leave. Sick leave is defined as work days as opposed to consecutive days. Employees are entitled to sick leave at full pay until their accumulated sick leave is exhausted. In every case, accumulated sick leave will not be deducted until the employee has exhausted the ten (10) days they receive for the given year. It is understood that a paid sick day consists of the number of hours worked by the individual classroom assistant. Employees may use up to ten (10) days per year of their own accrued sick leave to care for an immediate family member (defined as spouse, child, parent, sibling, grandparent, grandchild, parents of spouse or any person permanently residing in the employee's household) who is ill.
- 12.5** The Board agrees to provide short term disability/long-term disability for its full-time classroom assistants. The Board agrees to provide only long-term disability for its classroom assistants scheduled to work thirty (30) or more hours per week. The level of benefits for employees shall not be reduced without the prior consent of the Association. A complete description of the terms and details of coverage are available from the Human Resources Office.

Disability is defined as the condition resulting from the sickness or injury of an employee, which prevents such employee from doing the material duties of his or her regular occupation. Disability benefits as defined hereunder shall commence on the tenth (10<sup>th</sup>) consecutive day following the beginning of the absence of the employee, or upon the exhaustion of all accumulated sick leave, whichever date is last. Provided, however, that an employee shall not be entitled to disability benefits for disability resulting from sickness or injury that was diagnosed and/or treated within three (3) months before the commencement of an employee's employment with the district or which disability commences during the first twelve (12) months of "employment" with the district. Provided, further, that an employee will not be entitled to disability benefits if the sickness or injury resulting in disability is caused or substantially caused as a result of other employment.

Upon the request of the administration, an employee claiming sick leave or disability benefits shall provide or cooperate to provide such evidence of sickness or disability as may be reasonably required by the district and/or its disability insurance carrier. Upon failure to so provide such evidence or failure to so cooperate, the employee's claim for sick leave or disability may be denied and all disability benefits paid by the district shall be returned by the employee.

#### Short Term Disability Payments (Full-Time)

Disability benefits for the period of the tenth (10<sup>th</sup>) consecutive day to the eighty-ninth (89<sup>th</sup>) consecutive day following the beginning of absence shall be sixty percent (60%) of the employee' hourly rate of pay. Payment shall be made to the employee according to the usual payroll schedule of the district.

Long Term Disability Payments (30 or more scheduled hours/week)

Disability benefits for the ninetieth (90<sup>th</sup>) consecutive day following the beginning of the absence to the termination of entitlement to disability benefits shall also be sixty percent (60%) of the employee's gross annual pre-disability base wages as determined at the commencement of the disability. Payment shall be made to the employee monthly during this period by the insurance carrier.

- 12.6** Upon request, an employee may, at the discretion of the Board, be granted a leave of absence for reasons not contemplated specifically in this Article XII, including improvement of professional qualifications. The determination of the Board shall not be subject to Article XI of this Agreement. The Board's decision will be communicated to the classroom assistant in writing. The determination of the Board is not grievable.
- 12.7** All employees on a leave of absence will be permitted to reimburse the District for the District's cost of health and life benefits as the employee may wish to continue during the leave of absence. Such continuation of insurance benefits must be approved by the insurance carriers, which determination is not subject to Article XI of this Agreement. The employee shall be responsible for timely requesting the continuation of insurance benefits.
- 12.8** At the time a leave of absence ends, all benefits to which an employee was entitled, exclusive of exhausted sick leave or other benefits exhausted by the leave, will be restored to the employee upon return to employment. Upon return from leaves of absence, the classroom assistant will be assigned to a classroom assistant position for which he or she is qualified.
- 12.9** Upon request a classroom assistant may be granted up to four (4) personal days per year consisting of two (2) paid days and two unpaid day, at the discretion of the principal, who shall not be arbitrary or capricious. Unused paid personal days may be rolled over each year cumulative to three (3) days. Personal days are for activities of a personal nature that require a classroom assistant be absent from professional duties. Personal days shall not be used to extend a long/holiday weekend or school vacation break nor for pecuniary gain. All classroom assistants are obligated to notify their respective principal or immediate supervisor twenty-four (24) hours in advance, except in cases of emergency. In the event an emergency extends a long/holiday weekend or school vacation break, unpaid personal days shall be used. A principal does not have authority to grant more than four (4) personal days. Only the Board has authority to grant additional days of leave, at its discretion. Classroom assistants must put all such requests in writing through the District's time and attendance system at the time of the request and note the paid/unpaid time on their timecards. If a classroom assistant needs an unpaid personal day under this section on an emergency basis, he/she may make the request through other methods but must subsequently document the request in the system as soon as possible. Classroom assistants are not obligated to provide a specific reason when requesting a personal day but must affirm the day meets the criteria above.
- 12.10** It is expected that Classroom assistants work all scheduled days after exhaustion of any approved leave of absence(s) as outlined in Article XII.
- 12.11** An employee who is absent due to a work connected illness or accident (Workers' Compensation) shall receive the net difference between Workers' Compensation payments and his/her full pay at his/her applicable pay rate and such payment by the Board shall continue until any such employee has used all of his/her accumulated sick leave. Thereafter, he/she shall continue to receive only those monies paid to him/her under the provisions of the Workers' Compensation Law of the State of New Hampshire. Amounts paid by the Board under the provision of this Section shall be subject to usual and customary payroll deductions (taxes, etc.). In no event shall any employee receive monies in excess of the regular net earnings to which he/she was entitled prior to any such Workers' Compensation claim.

## ARTICLE XIII

### COURSE REIMBURSEMENT

**13.1** The Union shall be part of the discussion about distribution of grant funds for training. During each year of this contract a separate source of funds for classroom assistants covered by this Agreement will be established.

**13.2**

- a. The Board will provide up to \$16,500 in 2023-2026 for the purpose of tuition for college courses and workshops approved by the building principal. Any associated costs for materials (books and supplies excluding fees), up to \$100 per employee to accompany the college courses or workshops, shall be paid by the District. Approved courses or workshops shall be directly related to improving the classroom assistant's performance within the educational programs of the Keene School District, unless the classroom assistant is enrolled in a degree or certificate program or an initial Licensed Nursing Assistant (LNA) program. Examination fees will not be reimbursed. Payment for each course shall be made to the employee at the time of enrollment or upon the completion of the course. The employee shall be required to earn a grade of "C" or better (or "Pass" in a Pass/Fail course). In the event the employee does not earn a "C" or "Pass," the amount of tuition paid at the time of enrollment shall be deducted in equal installments from the employee's remaining paychecks. Satisfactory proof of enrollment and of completion shall be required. Fund balances, if any, will not be carried over from year to year.
- b. All full-time and regular classroom assistants may apply for tuition reimbursement upon completion of the ninety (90) day probationary period referenced in Article 8.7 of this Agreement.
- c. Reimbursement shall be made on a first come, first served basis. No employee shall receive payment for college courses beyond one four-credit course per year before May first (1<sup>st</sup>). Employees may then apply for reimbursement for additional credits between May first (1<sup>st</sup>) and May tenth (10<sup>th</sup>) and the funds will be equally divided between the applicants, provided that the funds have not been expended. Reimbursement will be the actual cost of the course, but not to exceed the per credit hour cost at the University System of New Hampshire. Reimbursement of initial certification cost in accordance with section 8.19 of this agreement will not count towards the individual limits of section 13.2(c).
- e. Employees who access this benefit for LNA licensure programs will be required to return to service in the district for a minimum of one (1) year. If the employee does not return to service for the required twelve (12) month period, the employee will be required to reimburse the cost of the previous twelve (12) month's tuition.
- d. The practice of providing access to district-sponsored workshops and educational opportunities at little or no extra charge shall continue. This includes but is not limited to participation in the Paraeducator Certificate Program sponsored by Keene State College, NH SAU 29, and NH SAU 38.
- e. Classroom assistants shall be given assistance from the district if required to prepare a portfolio or take a test or tests in order to comply with State or Federal requirements. Assistance shall consist of guidance in preparing the portfolio and providing individual or group classroom tutoring for any required tests.
- f. If Federal or other grant funding is not available for d & e above, then a full-time or regular classroom assistant could apply for course/workshop reimbursement as specified in a. above to defray the cost of participation in these professional activities.
- g. Upon request, the District shall provide the Association with an accounting of the funds spent from the amount set forth in Article 13.2 (a).

## ARTICLE XIV

### INSURANCE

**14.1** The Board agrees to maintain in effect an insurance plan for eligible employees covered by this Agreement so long as they remain on the Keene School District payroll.

**14.2** Should any Federal and State Legislation become effective during the term of this Agreement providing benefits paralleling any of those referred to above and imposing the cost thereof on the Keene School District, the disposition hereunder shall be subject to negotiations and to Article XI of this Agreement.

**14.3** Health Insurance:

Beginning July 1, 2021, for all classroom assistants who regularly work a minimum of thirty (30) hours per week, the Board agrees to offer up to three plan options, including the AB20 plan. The Board may offer more than three plan choices.

Beginning July 1, 2023, for all classroom assistants who regularly work a minimum of thirty (30) hours per week, the District shall pay \$4,000 towards the cost of health insurance, such funds to be applied to the plan chosen.

It is agreed by the parties that the Board shall have the sole discretion over selection of the carrier.

Health insurance offered by the District seeks to comply with the Patient Protection and Affordable Care Act of 2010, Pub. L. 111-148 (the "ACA"), as it may be amended, to the extent it is applicable, so as to avoid the imposition of any penalty, fine, or tax or other material adverse financial impact to the District. Accordingly:

The District may increase the amount of its health insurance contribution on a per employee basis by such amount necessary to comply with the affordability requirements set forth in §1401 the ACA, and any applicable rules promulgated pursuant to that Section, as they may be amended.

**14.4** The Board will pay the full cost to provide a term life insurance policy in the amount of three (3) times expected annual base wages including an accidental death and dismemberment provision, subject to regulations imposed by the carrier.

**14.5** Eligible (full-time) employees may select single, two (2) person, or family health insurance coverage. If a married couple is employed by the Keene School District, then the Board will pay up to the full amount of the cost to provide two (2) person or family coverage, whichever is appropriate for any such couple, provided such cost does not exceed twice the benefit liability of the Board as set forth in this Article XIV.

**14.6** Dental Insurance:

Eligible (full-time) classroom assistants shall have the option to apply the negotiated rates to Delta Dental Coverage A, B & C \$0 deductible, \$1,500 max/person/year.

\$450 Maximum Contribution/year

**14.7** The parties agree that the Board shall have the exclusive right to determine the carrier used to provide the benefits set forth in this Article XII including the right to self-insure; however, the Board shall not have the right to diminish any of the benefits provided herein.

**14.8** No employee shall have his/her hours reduced solely to deny benefits.

**14.9** The Board agrees to establish a Section 125 Medical Spending Account and Dependent Care Spending Account at District expense for all full-time and regular employees. The Medical Spending Account will have a \$200 minimum and a \$1,000 maximum limit. The Dependent Care Spending Account will have a \$200 minimum and a \$5,000 maximum limit.

## ARTICLE XV

### MISCELLANEOUS PROVISIONS

- 15.1** If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 15.2** Copies of the complete proposed contract, including any written side bars, will be in the hands of the President of the Association of Keene Classroom assistants as soon as reasonably available after the tentative agreement is signed by both sides.
- 15.3** Copies of this Agreement, signed by the Chairperson of the Board of Education, the President of the Association of Keene Classroom assistants, the Chairperson of the School Board Negotiations Team, and the Chairperson of the Association of Keene Classroom assistants Negotiations Team, shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all classroom assistants now employed, hereafter employed during the life of this Agreement, or considered for employment by the Board.
- 15.4** Any individual employment agreement between the Board and an individual classroom assistant, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual employment agreement contains any language inconsistent with this Agreement, it shall be considered invalid and this Agreement, during its duration, shall be controlling.
- 15.5** The signed contract will be posted on the SAU 29 web site.

## ARTICLE XVI

### NOTICE UNDER AGREEMENT

- 16.1** Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Superintendent of Schools, Keene School District Board of Education, 193 Maple Ave., Keene, New Hampshire, 03431.
- 16.2** Whenever written notice to the Association is provided for in this Agreement, such notice shall be addressed to the President of the Association of Keene Classroom assistants, at the President's then current address. It shall be the responsibility of the Association to notify the Superintendent of Schools when there has been a change in Presidents, or whenever there is a change in the address of the President.

## ARTICLE XVII

### STRIKES AND SANCTIONS

- 17.1** The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that it will neither sponsor nor support any strike, sanction, work stoppage, nor other concerted refusal to perform work by the classroom assistants covered by this Agreement, nor any instigation thereof, during the life of this Agreement, nor shall the Board engage in any form of lockout against classroom assistants.

## ARTICLE XVIII

### DURATION

- 18.1** This agreement shall commence on July 1, 2023 and shall remain in full force and effect through June 30, 2026.

**APPENDIX A**  
**SALARY SCHEDULE**

\* Hold a valid New Hampshire Para Educator 1 or 2 certificate, a valid NH License Nursing Assistant (LNA) license or a valid New Hampshire teaching certificate.

SALARY SCHEDULE

STEP	Year 1 2023-24		Year 2 2024-25		Year 3 2025-26	
	STANDARD	CERTIFICATE	STANDARD	CERTIFICATE	STANDARD	CERTIFICATE
0	14.75	15.25	16.00	16.50	16.48	17.00
1	15.00	15.50	16.25	16.75	16.74	17.25
2	15.25	15.75	16.55	17.05	17.05	17.56
3	15.50	16.00	16.75	17.25	17.25	17.77
4	15.75	16.25	16.75	17.25	17.25	17.77
<b>MAX START</b>	<b>16.00</b>	<b>16.50</b>	<b>16.85</b>	<b>17.35</b>	<b>17.36</b>	<b>17.87</b>
6	16.25	16.75	17.25	17.75	17.77	18.28
7	16.50	17.00	17.50	18.00	18.03	18.54
8	16.75	17.25	17.76	18.26	18.29	18.81
9	17.00	17.50	17.86	18.36	18.40	18.91
<b>TOP STEP</b>	<b>17.25</b>	<b>17.75</b>	17.98	18.48	18.52	19.03
11			18.07	18.57	18.61	19.13
12			18.16	18.66	18.70	19.22
13			18.29	18.79	18.84	19.35
14			18.35	18.85	18.90	19.42
15			18.40	18.90	18.95	19.47
16			18.45	18.95	19.00	19.52
17			18.50	19.00	19.06	19.57
18			18.55	19.05	19.11	19.62
<b>TOP STEP</b>			<b>19.60</b>	<b>20.10</b>	<b>20.19</b>	<b>20.70</b>

**GRIEVANCE REPORT FORM**

Grievance No. \_\_\_\_\_ School District \_\_\_\_\_

To: \_\_\_\_\_  
(Name of Principal)

Complete with copies to:

1. Principal
2. Assistant Superintendent
3. Human Resources Director
4. Association

\_\_\_\_\_  
Name of Grievant: \_\_\_\_\_ School: \_\_\_\_\_

**LEVEL A**

1. Statement of Grievance (be sure to include the specific violation or condition with proper references to the contract agreement):

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2. Relief sought:

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\_\_\_\_\_  
*Grievant's Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Principal's Signature*

\_\_\_\_\_  
*Date Received*

Answer given by Principal:

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\_\_\_\_\_  
*Principal's Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Grievant's Signature*

\_\_\_\_\_  
*Date Received*

Position of Grievant:

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\_\_\_\_\_  
*Grievant's Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Asst. Superintendent's Signature*

\_\_\_\_\_  
*Date Received*



**LEVEL B**

Answer given by Assistant Superintendent:

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Asst. Superintendent's Signature   Date   Grievant's Signature   Date Received

Position of Grievant:

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Grievant's Signature   Date   Board's Signature   Date Received

**LEVEL C**

Disposition by Board:

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\_\_\_\_\_  
*Board's Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Grievant's Signature*

\_\_\_\_\_  
*Date Received*

**LEVEL D**

Date submitted to Binding Arbitration: \_\_\_\_\_

Disposition of Arbitrator:

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APPENDIX C  
KEENE SCHOOL DISTRICT  
CONTINUING MEMBERSHIP  
PAYROLL DEDUCTION AUTHORIZATION FORM

I hereby authorize the Keene School District to deduct annually the current dues of my Local, State, and National Association.

The specific amount of the current dues of each Association shall be certified to the Board by my Local Treasurer on or before the first (1st) of each year.

The deductions shall be made in equal installments in the first nineteen (19) pay periods and in accordance with the Agreement between the Keene School Board and the Association of Keene Classroom assistants.

The Treasurer of the Keene School District shall transmit the dues to my Local Association Treasurer who shall be bonded.

I understand that I must give at least sixty (60) days' notice to the Board and the Association to withdraw this authorization for a subsequent school year.

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Date

Signature

IN WITNESS WHEREOF the parties have executed this Agreement on this 13 day of April, 2023 as of the date and year first written above.

KEENE SCHOOL DISTRICT  
BOARD OF EDUCATION  
ASSISTANTS

By: K E Rul  
CHAIRPERSON OF THE  
NEGOTIATING COMMITTEE

By: G J Dwyer  
CHAIRPERSON OF THE  
SCHOOL BOARD

ASSOCIATION OF KEENE CLASSROOM

By: Andrew Dwyer  
PRESIDENT OF THE  
ASSOCIATION