

**AGREEMENT
BETWEEN THE
KEENE BOARD OF EDUCATION
AND THE
KEENE EDUCATION ASSOCIATION**

July 1, 2023 to June 30, 2027

PREAMBLE

This agreement is entered into this 11th day of April, 2023 by and between the Keene Board of Education, hereinafter referred to as the "Board," and the Keene Education Association, hereinafter referred to as the "Association," affiliated with the New Hampshire Education Association and National Education Association.

WITNESSETH:

WHEREAS, the Board and Association recognize and declare that providing a quality education for the children of the Keene schools is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service; and,

WHEREAS, the members of the teaching profession 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:

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ARTICLE I

RECOGNITION

- 1.1 For purposes of collective negotiations, the Board recognizes the Association as the exclusive representative of all teachers of the Keene School District as certified by the New Hampshire Public Employee Labor Relations Board. The term "teacher" shall include all full-time teachers, subject coordinators, librarians, guidance counselors, department heads, occupational therapists, school adjustment counselors/social workers, part-time (80% or more in Keene) teachers, nurses, behavior interventionists, information technology integration specialists, math specialists, and out-of-district coordinator/court liaisons, but excludes administrative and supervisory employees as defined in RSA 273-A: 8, II, and excludes all other employees.
- 1.2 Unless otherwise indicated, the term "teacher," when used hereinafter in this Agreement, shall refer to all professional employees 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 teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, sexual orientation, age, domicile, marital status, handicap, or membership or 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 XVII, 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 cost items contained in any proposed collective bargaining agreement, the parties shall return to the negotiating table and all articles within the agreement may be reopened for further negotiation.
- 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 will have the right to use school buildings at reasonable times for meetings. Requests for the use of buildings will be made to the principal in advance. The Association shall, however, pay any additional cost incurred by the Board in granting this use.
- 5.2 Upon request, the Association will be given an opportunity at building faculty meetings to present brief reports and announcements.
- 5.3 The Association will have the right to post notices of its activities and matters of teacher concern on teacher bulletin boards provided for that purpose in the teacher lounges and shall continue to have the right to distribute materials in the teachers' mailboxes.
- 5.4 Upon notification via a completed dues deduction authorization form signed by the employee, as required by law, the Board agrees to deduct from the salaries of its employees, union dues or service fees for the Keene Education Association, National Education Association – New Hampshire, and the National Education Association, as said employees individually and voluntarily authorize the District to deduct and to transmit the monies promptly to such Association. The Board shall be held harmless from any and all claims in connection therewith. New members/employees who elect to join the Association will complete an official membership form and forward a copy to the District payroll office.
 - a. The specific amount of the current dues of the Association shall be certified to the Board by the Local Treasurer on or before the first (1st) of each year.
 - b. 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 Keene Education Association. Proration for fewer pay periods shall be accepted.
 - c. The Treasurer of the Keene School District shall electronically transmit the dues to the Local Association Treasurer who shall be bonded.
- 5.5 The Association may, with the permission from the building principal, use school equipment normally used by teachers for Association activities. However, expendable materials will be at the expense of the Association.
- 5.6 During the term of this Agreement, the rights set forth in this Article shall not be granted to any other bargaining agent.
- 5.7 Rights granted to the Association under this Article shall not, in the judgment of the Board, be disruptive or injurious to the Keene education system, its students, faculty, or administration, nor in violation of any of the provisions of this Agreement. In making judgments under this Section, the Board shall not be arbitrary or capricious.
- 5.8 The Association President or the President's designee shall be provided with seven (7) days paid professional leave per year to conduct Association business. This time shall be requested in the district's time and attendance system notating the time taken as "association business". The time shall be recorded in blocks of ¼ days. This leave shall be approved for any Association Business.

ARTICLE VI

EVALUATION AND PERSONNEL FILE

- 6.1 The parties agree that a sound evaluation of teacher performance and effectiveness is a valuable asset in improving and building the educational community.
- 6.2 Each new teacher to the Keene School System shall be made aware of the School District's current evaluation plan at the time of employment; including criteria, goals, and objectives of any such plan. The Association will have the right to contribute input and to meet and confer with respect to the development of any new evaluation plan while in its developmental stage. Such input should be submitted in writing to the Superintendent, and consideration will be given to any such input by the Board.
- 6.3 All monitoring observation or evaluation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Department Heads/Coordinators will observe their department members for the purpose of monitoring curriculum and for the purpose of helping the teacher develop more effective teaching strategies and methods.
- 6.4 No material shall be placed in a teacher's individual personnel file unless the teacher has had an opportunity to review such material. The teacher will sign the copy to be filed, with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer. The provisions of section 6.4 shall not apply to material of a confidential nature acquired by the Board when initially employing any teacher. Negative material and oral and written reprimands may be removed from the teacher's file upon request of the teacher after eight (8) years (or less, with the approval of the Human Resources Director) if there has been no subsequent discipline, provided such material is not deemed by the Human Resources Director to provide potential third party liability to the Board. In making these decisions, the Human Resources Director shall not act in an arbitrary or capricious manner. If a teacher's request for removal of material is denied by the Human Resources Director, the teacher may appeal this decision to the Board. The Board's decision will be final and not subject to Article XI. At the teacher's request, all negative material and oral and written reprimands will be removed from the file after ten (10) years, if there has been no subsequent discipline. Suspensions and evaluations shall not be removed from the teacher's file.
- 6.5 A teacher will have the right, upon request, to review the contents of his/her personnel file at reasonable times.
- 6.6 The parties recognize and agree that, subject to the provisions of Article VI, teacher 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. The President of the Association may request a meeting or conference with the Superintendent, or may submit to the Board in writing, through the Superintendent, input regarding major changes in the educational programs. The Board shall give due consideration to such recommendations of the Association. Action by the Board under Article VII shall not be subject to Article XI.

ARTICLE VIII

TEACHER EMPLOYMENT

- 8.1 The Board agrees to hire only those teachers who are certified by the New Hampshire State Department of Education for every regular teaching assignment, except this provision shall not apply in the instance where, in the opinion of the Superintendent, availability of personnel is critical and appropriate waiver is granted by the State Board of Education.
- 8.2 For purposes of this Agreement, the period of service shall not be more than one hundred eighty-nine (189) days, as set forth in an individual contract between the Board and each teacher, to be allocated as follows:

189 days allocated as follows:

Teaching days = One hundred eighty (180)
Other = Nine (9)

Except that the Board shall have the right to require additional days when, in its sole and exclusive judgment, such is required as an operational efficiency. When such is required by the Board, the individual contract of any such employee shall reflect additional compensation using the following formula: current salary divided by the total number of service days for the contracted year (see above), times the number of extra days beyond the contracted days.

The other days specified herein will be distributed and used as follows:

- a. One (1) day for opening the classroom.
- b. One (1) day orientation (closing school).
- c. One (1) day building level professional learning communities.
- d. Six (6) days determined by the administration with input from the Association.

No later than March fifteenth (15th) of each year of this contract, the Association may, in writing to the Superintendent in accordance with section 17.1, request a meeting with the Superintendent to discuss the planning of such days. Provided this written notice has been submitted by the Association, the Superintendent will meet with the representatives of the Association no later than April fifteenth (15th) to discuss planning for the six (6) days. The Superintendent will give weight to the suggestions of the Association and give due consideration to allowing the planning of up to two (2) of the days by the local building administrators. The Superintendent's decision shall be final and binding.

Newly hired teachers may, as a condition of employment, be requested to attend an orientation day, in addition to those specified above.

The teaching days above shall consist of the instructional day, pre-instructional day, and post-instructional day. The teaching day schedule including start of day and end of day times shall be set by the School Board after meeting and conferring with the Association. The School Board shall give consideration to the Association's input, however the Board shall retain sole discretion over the start and stop times. The instructional day shall be no less than 6 hours and no more than 7 hours. The pre and post instructional day shall be set to have the teaching day total no more than 7.5 typically scheduled hours. This does not limit

requirements in 8.3 and 8.4 recognizing that teachers are salaried employees and are expected to carry out their professional duties which requires additional time.

- 8.3 The Association and its members recognize that each teacher has a professional responsibility to provide the best possible opportunity to each and every student, and that a teacher's responsibility carries beyond the normal school day.
- 8.4 Teachers are expected to put in whatever time is necessary to carry out their professional duties including, but not limited to, faculty meetings, conferences with parents or students, including special education meetings, extra help, open house, or conferences with administration as required. Building wide open houses (or similar events) shall be limited to two (2) per year. Administration will attempt to schedule special education meetings at reasonable hours. Building wide faculty/department meetings shall be limited to two (2) per month. Additional open houses and/or faculty meetings may be scheduled in cases of emergency. Such meetings shall be of reasonable duration with reasonable notice of not less than forty-eight (48) hours except in cases of emergency. The impact of any extension of the instructional day will be negotiated in accordance with RSA 273-A.
- 8.5 Teachers shall be entitled to a duty-free lunch period equivalent to that of the students in their respective building.
- 8.6 In the event a teacher's position is eliminated or changed due to reduction in force, the teacher shall be considered first for any KEA covered position for which they apply, for a period of one school year following the reduction. Considered first means that applicants shall be evaluated prior to the hiring process and if deemed qualified and certified, offered the position. When applying, teachers must indicate that their position had been eliminated or reduced within the last academic year. The teacher must be qualified in the judgment of the Board, and able to be certified by the State Department of Education.
- 8.7 A teacher may refuse an assignment different from that which was the basis for acceptance of employment. Such refusal shall constitute termination of services without prejudice.
- 8.8 The Board shall notify teachers of their contract and salary status for the ensuing year no later than April fifteenth (15th) per RSA 189: 14a.
- 8.9 Teachers who have satisfactorily completed academic courses and who wish to use such additional credits for salary purposes must notify the Superintendent of their anticipated lane change not later than December first (1st) of the prior year for which salary is to be paid. Time requirements specified in the Section 8.9 may be extended by mutual agreement.
- 8.10 The Association agrees to submit to the Board, for its consideration, suggestions for the school calendar on or before December first (1st) of the preceding year. 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.
- 8.11 As new positions for which a teacher might be certifiable become available and vacancies occur, notices of same shall be posted on-line and a copy sent to the President of the Association and to a designated Building Representative.
- 8.12 Any teacher wishing reassignment should submit a written request to the Superintendent 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 posting of the notice is

required.

- 8.13 In making transfers, assignments, or reassignments, the affected teacher may discuss with an appropriate administrator any concerns with respect to any such transfer, assignment, or reassignment. The affected teacher may request a review of the transfer, assignment, or reassignment by the Superintendent of Schools. In any event, transfers, assignments, or reassignments shall be at the discretion of the Board and shall not be arbitrary or capricious and shall not be subject to Article XI.
- 8.14 Any teacher being involuntarily transferred or reassigned to a different building or to a grade or course he/she has not taught in the last five (5) years will be given two (2) paid days prior to the start of the next school year to prepare for the change of assignment, if notice of the transfer or reassignment is not given prior to the last instructional day of school. The per diem rates of pay shall be calculated in accordance with Article 8.2.
- 8.15 The Board strives to provide teacher preparation time at the Elementary, Middle, and High School. At the High School, prep time will be equal to one instructional period. The length of a period is defined by the administration based on the school wide instructional schedule. Unless the teacher requests otherwise, teachers at the High School will not be required to prep for more than three (3) different courses per semester (example: a teacher may be required to teach six classes so long as there is no more than 3 separate courses included), unless those courses occur simultaneously during a single class period* (i.e.; Mechanical Design 1 and 2 taught simultaneously shall be deemed one course unless opting out). If a period is longer than 50 minutes then the administration, at their sole discretion, may delegate how the additional time is used. Teachers are required to teach all instructional periods as assigned by the Board with the exception of the designated prep period.

* Any teacher may opt out from counting multiple courses in a class period as a single course, provided the individual teacher annually expresses his/her desire to opt out in writing to their building principal. The deadline for submission shall be with the submission of your teacher contract but no later than April 15 of the preceding school year. (Example: to opt out for the 2020-21 school year a teacher would provide written notification no later than April 15, 2020.)

The Board will permit preparation time for elementary school teachers when a certified teacher is working with the respective teacher's students in areas of art, music, library activities, and physical education, as follows:

- a. An average of forty-five (45)* minutes a day prep time per five (5) day week.
- b. A minimum of thirty (30) minutes of prep time at one time, not necessarily every day.
- c. A duty-free day if no prep time is possible on a given day.
- d. Time before the start of the school day and after the students have left the school at the end of day will not be considered prep time.
- e. Any prep time conflict around IEP meetings will be kept at a minimum, based on the needs of the students and parents.

* Any schedule change resulting in a longer instruction day shall result in a change in the minimum average length of prep time from 45 minutes to 50 minutes. This prep time change shall not be reversible.

Middle School Prep time: If the length of the middle school instructional day increases from current practice, the prep time must be a minimum of 50 minutes. This prep time

minimum change shall not be reversible.

The parties agree that preparation time for teachers is designed to permit teachers to adequately prepare curriculum presentation in their area of expertise so as to enhance its presentation and value to students.

Teachers may opt to accept and be paid, at their pro-rated per diem rate, for long-term (>10 days) teaching duties in their certification area assigned by the building principal during their prep time. The long-term per diem rate is prorated using a seven and one half (7.5) hour work day.

The Keene Board of Education (KBE) and the Keene Education Association (KEA) agree to the following provisions when teachers opt to be paid for using their prep time to teach an additional class (on a long-term basis):

- a. The practice of paying teachers to work during their preparation time will not be used to facilitate reductions in force (RIF).
- b. If a RIF is in effect, available additional courses will first be offered to RIF'd teachers who possess the appropriate certification and meet the other criteria outlined in this section.
- c. This provision applies to prep time and not duty time.
- d. Teachers will be eligible to apply for open classes if they have a minimum of three years of teaching experience, one year of which must be with the Keene School District.
- e. Teachers may not teach prep time classes for two successive semesters unless there are no other qualified applicants. The principal will make the final hiring decision.
- f. Open positions will be posted on and submitted via the SAU 29 application web site. Open positions will also be posted in the teachers' room at the school where the opening is available.

8.16 The Board will not change its current policy with respect to reduction in force during the term of this Agreement without involvement of the Association except as follows:

- a. After reasonable notice to the Association;
- b. After meeting and conferring with the Association at their request (request must be within three (3) working days of notice as set forth in Paragraph A above); and,
- c. After due consideration of any suggestions which the Association may put forward in any meet and confer set forth in Paragraph B above.

In any event, the Board shall, after compliance with this Section, make the sole and exclusive determination. This is not a waiver of the Association's rights to bargain under RSA 273-A.

The Association will make its request and submit its suggestions in writing as provided in Article XVII of this Agreement.

ARTICLE IX

RATES OF PAY

- 9.1 The compensation structure and its application are set forth in Appendices A-D hereto. Employees who are contracted (employed) after July first (1st) of any year shall receive a salary prorated in accordance with Article 8.2.
- 9.2 Newly hired employees will be placed by the Superintendent or designee at the same salary level as other employees then currently employed who have the same experience and academic attainment.
- 9.3 In no event will an employee's salary be permitted to exceed the maximum as set forth in Appendices A-D.
- 9.4 During the term of this Agreement, Department Heads/Coordinators will either be paid a stipend or receive one fewer instructional period as determined by the Board. The stipend shall be within the range of \$1,500 - \$3,000 for duties and responsibilities as assigned by the Board.
- 9.5 The criteria for payment within the range as outlined in 9.4 above shall be determined by the Board and Administration.
- 9.6 Should State requirements change so as to affect the time periods specified in Article VIII, this Agreement will be read to comply with any such State requirements. Payment for additional days required by the Administration shall be made at the rate specified in Article 8.2.
- 9.7 Teachers will be paid in bi-weekly installments during the school year. All employees shall receive a lump sum payment of any monies to which they may be entitled at the end of the school year, but in no event later than June thirtieth (30th) of any school year.
- 9.8 Employees' paychecks shall be deposited in the financial institutions of the employee's choice via direct deposit. Pay stub information will be available to employees on-line.
- 9.9 The Board agrees, upon request of a teacher, to effect the following deductions from that teacher's salary:
- a. All deductions required by law.
 - b. Deductions for dues to the Association, NEA-NH, and NEA.
 - c. Deduction(s) allowed as a result of any other article in this Agreement.
 - d. Fifteen (15) deductions in addition to the deductions to ACH institutes specified above and elsewhere in this Agreement including but not limited to:
 1. Deductions for Credit Unions
 2. Deductions for the Monadnock United Way
 3. Deductions for U.S. Savings Bonds
 4. Deductions for supplemental insurance if the employee so chooses

Deductions may be changed during each contract year through procedures provided by the Board through its Business Office.

- 9.10 The Board will provide up to \$37,000 annually for the purpose of student loan repayment

for teachers on steps 0 through 10. All applications for student loan repayment must be filed with the Human Resources Office no later than November first (1st).

The yearly fund will be divided on a prorated basis among all eligible applicants. However, individual teachers shall be eligible to receive no more than \$2,500 a year or the balance of their loan, whichever is less.

The repayment contribution shall be made directly to the educational and/or financial institution(s) designated by the employee. In order to receive this contribution, the employee shall provide proof of the loan(s), including verification of monthly payment amount(s) and a year-end summary of the repayment activity from the institution(s).

Any employee receiving an education loan repayment contribution is expected to return to the Keene school system for the school year following the year in which the contribution is made.

If the employee voluntarily terminates employment before the end of the following year and the amount contributed is greater than the final paycheck of the employee, the amount of the contribution must be repaid on a pro-rated basis within a three (3) year period, through signing a promissory note indicating the amounts, method, and schedule of payment. In the event that the amount contributed is less than or equal to the employee's final paycheck, the District is specifically authorized to deduct any balance due from the paycheck.

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 immediate supervisor and will normally be progressive with the seriousness of the infraction. The normal course will be:
 - a. Oral reprimand
 - b. Written reprimand
 - c. Suspension without pay
 - d. Discharge
- 10.3 Any intentional violation of regulations that may endanger the safety of any individual will be cause for immediate discharge.
- 10.4 All official disciplinary action, either oral or written, must be recorded and forwarded to the Human Resources Director for inclusion in the employee's personnel file.
- 10.5 A supervisor has the right to utilize any or all of the preceding steps in the disciplinary process. Suspension without pay and discharge will be subject to approval by the Superintendent. Non-renewal of a continuing contract teacher, discharge and dismissal shall be subject to the grievance procedure outlined herein. However, non-renewal for non-continuing contract teachers would be pursued under RSA 189 and shall not be subject to Article XI. Effective July 1, 1996 non-renewal of a continuing contract teacher shall not be subject to the grievance procedure outlined herein.

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 teacher or group of teachers based upon the interpretation or application of any of the provisions of this Agreement, except such matters specifically excluded by this Agreement. An "aggrieved teacher" is the person or persons making the claim. For purposes of counting days, each day school is in session and each of the nine (9) other days for teachers as scheduled pursuant to section 8.2 shall be counted as a day, except as otherwise specified in this article.

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 F 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 (40) consecutive days of the time the grievant knew or should have known of the facts giving rise to the grievance. Failure to file a grievance within the timeframe stated herein shall render the grievance null and void.

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 teacher. 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 Superintendent will meet with the participants of Level A and examine the facts of the grievance. The 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 teacher 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 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**, or the Association and the Board may mutually agree upon an Arbitrator. The arbitrator's decision shall not be binding on either party, but shall be advisory only except when the parties have mutually agreed in writing prior to the arbitration hearing that the arbitrator's decision shall be final and binding. Upon receipt of the advisory arbitration award, the School Board shall meet within thirty (30) days of the receipt of the award to accept or reject the recommendation of the arbitrator.

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.

- 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 teacher 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 (1st), 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 Articles 6.4 and 10.4, 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 Teachers called for and serving on jury duty shall receive the necessary leave to fulfill the legal obligation. This leave shall not be deducted from sick leave or personal days. The salary paid during such time shall be an amount equal to the difference between the teacher's salary and the compensation received for such services.
- 12.3 Personal days: Certified personnel are entitled to accrue two (2) Personal Days. Certified personnel with any unused personal days shall carry over one unused Personal Day to the next school year. A maximum of three (3) Personal Days may be used in any year (two accrued that year, plus one if it is carried over from the prior year). Unused Personal Days that are not carried over to the next school year shall be purchased at a rate of \$125 each, paid by June 30th.

Personal days will not be deducted from sick leave. Days used for funerals in the immediate family will not be deducted from personal leave. Personal days are for activities of such a personal nature that it is essential for an individual to be absent from professional duties.

Personal days will not be taken for pecuniary gain. Personal days are not to extend a school vacation/break. All scheduled work days immediately preceding and immediately following a school vacation/break shall be days deemed ineligible for the use of personal days. A vacation/ break shall be defined as scheduled non-work days of more than two consecutive weekdays. In the case of an emergency, the Association may designate 10 total days (group wide) for this purpose. The Association President shall notify the Office of the Superintendent of their approval of the emergency personal day. Those denied, please see section 12.10. All personnel are obliged to notify their respective principal or immediate supervisor forty-eight (48) hours in advance, except in cases of emergency.

Unless waived by the Superintendent or the Superintendent's designee, the maximum number of teachers in a school who may take personal days on the same day is 10% of the number of teachers assigned to that school.

- 12.4 Bereavement: Employees are eligible for up to five (5) paid bereavement days per school year for a death in the immediate family. Immediate family is defined as spouse, child, parent, sibling, grandparent, grandchild, parents of spouse, or any person permanently residing in the employee's household. Additional bereavement days may be approved at the discretion of the Board.
- 12.5 In the event of death of a current student, parent or co-worker in the employee's work location, the Principal of the impacted school may designate two (2) employee representatives to attend the service on behalf of the faculty. Additional staff members who wish to attend the service must use accrued personal time or seek permission per article 12.10 of this agreement.
- 12.6 Sabbatical fellowships are granted at the discretion of the Board and are designed to encourage the improvement of instruction, supervision, and administration in the Keene School System. Teachers may apply for a fellowship upon completion of five (5) years continuous service in Keene. After having received a fellowship, a teacher may apply for a second fellowship only after five (5) additional continuous years of service in Keene. A teacher must present a detailed proposal for study or research to his/her principal for

approval by the Board upon recommendation of the Superintendent. This proposal must be submitted to the Superintendent before December first (1st) of the school year proceeding the fellowship year. The fellowships will be available only for full-time study or research programs which offer potential benefit both to the individual and to the school system. Travel will not be approved except when incidental to a study program. No more than two (2) sabbatical fellowships at full pay will be available in any one (1) year. Ordinarily fellowships will cover a full school year, in special cases, fellowships covering a half school year or a half school year plus one (1) summer may be approved, provided that adequate arrangements can be made to cover a teacher's responsibilities during a partial year's absence. During the sabbatical, the teacher will receive such other medical and life insurance benefits as are offered to all teachers in active service, if such plans permit. The teacher is expected to return to the Keene School System for a minimum of two (2) years following the fellowship year.

If the teacher terminates employment before the end of the two (2) year period, the amount of the fellowship grant must be paid on a pro-rated basis within a five (5) year period, through signing a promissory note indicating the amounts, method, and schedule of payment at the time leave is taken.

- 12.7 After the first year of employment, teachers shall receive one (1) day sick leave per month cumulative to:

Eleven (11) Sick Days. Sick days are further cumulative to a maximum of one hundred (100) days. However, during the first year of this Agreement or during the first year of employment, an employee's sick leave will not be considered exhausted until it has exceeded these allotted annual days.

Sick days are to be used for personal illness. Up to ten (10) sick days per year may be used to care for an immediate family member (defined as a spouse, child, parent, sibling, grandparent, grandchild, parents of spouse, or any person permanently residing in the household) who is ill.

Should an employee leave the employ of the District prior to earning the allotted 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 eleven (11) days.

- 12.8 Any teacher who achieves perfect attendance, defined as not using sick or personal leave and working all 180 instructional school days, shall be entitled to a \$500 bonus to be paid by June thirtieth (30th).

12.9 Disability:

The Board agrees to provide short-term disability/long-term disability for its teachers according to the policy approved by the Keene School District from time to time. Provided, nevertheless, 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.

The Board agrees to provide all teachers with short-term disability/long-term disability coverage according to the policy in effect for employees. Provided, however, that a teacher 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 and 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. (A copy of the current policy is available in the Human Resources Office.)

The Board will continue to contribute toward health and dental insurance as indicated in this policy while an employee is out on long-term disability for a period of seven (7) years following the date of initial disability, provided the employee was employed prior to July 1, 2008. In the case of any new hires after July 1, 2008, the Board's obligation to provide health and dental insurance shall be for a period of eighteen (18) months following the date of the initial disability. At the end of this period, subject to the rules and regulations of the health and dental insurers, the employee will be eligible for an additional eighteen (18) months of coverage at his/her own expense.

- 12.10 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.
- 12.11 All employees on a leave of absence will be permitted to reimburse the District for the District's cost of health and life insurance 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.
- 12.12 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. The employee will be assigned to the same position which was held at the time the leave of absence commenced or to another position for which the employee is certified, as soon as such position becomes available.
- 12.13 Religious Obligations - The District will accommodate sincerely held religious beliefs and practices ("religious obligations") in accordance with Title VII or as otherwise required by law. Leave for religious obligations shall only be granted for work restricted religious holidays.
Accordingly, the term "religious obligations" shall not include weddings, funerals, or other similar events. Eligible employees shall be granted up to one (1) paid day for religious obligations. Employees' whose sincerely held religious beliefs and practices cannot be accommodated with the use of up to one (1) paid day of leave outlined above, must apply to the Superintendent for any additional leave. Upon suitable application, the Superintendent may grant one (1) supplemental paid day to eligible employees for religious obligations. In order to be eligible for the supplemental paid day, the employee must first use at least one (1) personal day for religious obligations. If additional accommodations are required beyond any personal leave available to the employee and the paid leave contemplated herein, any additional leave accommodation shall be unpaid days. The granting or denial of such supplemental or unpaid day(s) shall not be subject to the grievance procedure outlined in Article XI of the CBA. In accordance with Title VII, nothing herein shall be construed to require the District to grant a full day off for religious obligations when the employee's sincerely held religious beliefs and practices can be accommodated otherwise.

ARTICLE XIII

COURSE REIMBURSEMENT

- 13.1 During each year of this contract a separate source of funds for teachers covered by this Agreement will be established.
- 13.2 The Board will provide up to \$60,000 annually for the payment of tuitions and fees (e.g., lab, continuing education) directly required as part of courses approved by the administration. Payment for each course shall be made to the employee, if requested, at the time the employee has enrolled in and paid for the class.

Each employee will be eligible for up to eight (8) credits annually but may be available over two reimbursement periods. Employees may apply for up to four (4) credits during the period 1 after June 30 and prior to February first (1st) on a first come first serve basis. Employees may apply for up to eight (8) credits during period 2 starting February first (1st). Reimbursements will be paid in the order they were officially received. No employee shall receive more than eight (8) credits during the two reimbursement periods. The value of those credits will be equal to the Keene State College's graduate level credit hour amount.

Employees may then apply for reimbursement for additional credits from May first (1st) to May fifteenth (15th) and the funds will be equally divided between the applicants, provided that the funds have not been expended.

In order to receive prepayment or reimbursement the employee must:

- a. Demonstrate the value of the course to the satisfaction of his/her supervisor prior to taking the course;
- b. Submit proof of enrollment and payment in the course prior to May fifteenth (15th) of the school year;
- c. Earn a grade of "C" or better (or Pass in a Pass/ Fail course);
- d. For courses of one (1) semester or less duration, submit their grade reports within a maximum of six (6) months from the start of the course. If the course is longer than one (1) semester, the employee must submit documentation of continued enrollment in the course to the Business Office. Documentation must be provided within one (1) month of the course midpoint.

The Board will advance the anticipated reimbursement within twenty-one (21) days of Business Office receipt of conditions (a) and (b) above.

If the employee fails to comply with the above conditions the tuition prepayment or reimbursement must be repaid in full. Repayment will be deducted in equal installments from the employee's remaining paychecks for recipients still in the employ of the District.

If all funds allocated for tuition reimbursement are not expended during the year they shall not be carried over into the next year.

- 13.3 The Board will provide \$37,500 annually, to fund a bonus to a bargaining unit employee who completes a Master's Degree during the term of this agreement. Bargaining unit member will be eligible for a one-time only payment of up to \$7,500. The teacher will be deemed eligible upon completion of a Master's Degree that results in the movement on the pay schedule from either the Bachelor's or Bachelors 15 lanes to a Masters lane or beyond. At the end of each school year the total funds will be distributed evenly among the qualified applicants that switched lanes during the current fiscal year. Payments will be made on the last pay period of the school year, which will coincide with the lump sum payment.

ARTICLE XIV

EARLY FULL RETIREMENT

14.1 Early Full Retirement:

Any full-time member of the Keene Teacher's Bargaining Unit who is at least fifty-five (55) years of age and who has had at least twenty (20) years of full-time service (a twenty (20) year average of 80% time or greater) as a teacher in the Keene School District may apply for early retirement under this plan as of July first (1st) in the calendar year in which said member reaches age fifty-five (55) or as of the July first (1st) in any year thereafter. Said application to retire early shall be made no later than December first (1st) prior to the intended July first (1st) retirement date on a form approved by the Board. The application will be approved by the Board on or before its February meeting. The determination of the Board of approval or disapproval shall be final.

Any Teacher hired on or after July 1, 2014 or who has a break in service after that date shall not be eligible for this benefit. Break in service shall not be defined to include maternity leave or any period of leave provided for under this agreement or state or federal law.

14.2 Bargaining unit members who qualify for total disability under the benefits program for the Association are ineligible for the early retirement plan.

14.3 Said early full retirement participants shall receive from the first November 1 that is at least 120 days after the participant's effective retirement date with the New Hampshire Retirement System, an annual stipend in accordance with the following schedule. The early full retirement stipend is not intended to be earnable compensation for purposes of the New Hampshire Retirement System. The early full retirement stipend shall be paid in bi-weekly installments.

<u>YEARS OF SERVICE</u>	<u>EARLY RETIREMENT STIPEND AS A PERCENTAGE OF THE AVERAGE OF THE PRECEDING 5 YEARS ANNUAL SALARY</u>
35	39.0%
34	38.5%
33	38.0%
32	37.5%
31	37.0%
30	36.5%
29	36.0%
28	35.5%
27	35.0%
26	34.5%
25	34.0%
24	33.5%
23	33.0%
22	32.5%
21	32.0%
20	31.5%

- 14.4 Any employee who participates in this early retirement plan shall not be entitled to any benefits whatsoever except the stipend set forth herein. Nor shall the annual salary computation include the value of such fringe benefits. Meaning and intending that the early retirement participant shall not be entitled to medical/dental insurance, life insurance or other benefits provided to members of the bargaining unit; nor shall the stipend percentage be applied to the value of such benefits.
- 14.5 Stipends provided to employees under this plan shall automatically terminate upon the occurrence of any of the following:
- a. Normal retirement age as determined by the Social Security Administration;
 - b. Death of an employee; in such an event, the benefits of this plan shall not vest in the employee's estate;
 - c. After the employee has received seven (7) full years of the early retirement benefit.
- 14.6 The parties agree that the issue of the extension of early retirement benefits will be part of negotiations for the successor agreement to the current contract. The continuation, expansion, reduction, or discontinuation of this benefit shall be negotiated as part of the negotiations for a successor agreement. The parties further agree that applications will be taken for the early retirement benefit that would begin in the successor agreement with the understanding that:
- a. Absent a successor agreement these applications bind the board to the benefit level specified in this agreement for the next succeeding year only.
 - b. Applications may be withdrawn in the event that the benefit is altered in any way through the negotiations process. Withdrawal must be within thirty (30) days of the date of the later of the Board's or the Union's ratification of the successor agreement.
- 14.7 The limit on the number eligible for early retirement in any single year will be ten (10). In the event that more than ten (10) apply, the plan shall be limited to the ten (10) most senior applicants. The Board may, at its sole discretion, approve additional applications for the plan. Seniority shall be determined as follows: First, according to the age of the applicant as determined by the applicant's birth date; second, according to the applicant's years of service to the Keene School District.
- 14.8 A teacher who receives early full retirement may elect to have the total dollars of the seven (7) years of the benefit paid in equalized payments over the period from the beginning of the teacher's benefit to the normal retirement age as determine by the Social Security Administration. The teacher must make a non-alterable commitment to a pay schedule when enrolling for the early full retirement benefit.
- 14.9 The parties agree that there can be mutual gains from an Early Full Retirement benefit. In an attempt to realize those benefits the parties agree that The Personnel Committee of the Board will collect and evaluate data, including input from the Association, relevant to the Early Full Retirement benefit, and propose to the negotiators of successor agreements recommendations regarding the continuation of this benefit.
- 14.10 Employees who participate in this early retirement plan are eligible to apply for co-curricular, community education, short-term substitute, part-time non-benefit eligible hourly positions, or part-time non-benefit eligible teaching positions in critical shortage areas declared by the State of New Hampshire as they become available within the Keene School District.

Early retirees who serve in vacant, part-time non-benefit eligible teaching positions in critical areas as described above shall be offered those positions for a period of not more than one school year at a time. These employees shall be offered these positions only after the District has made a good faith and extensive effort to fill these positions. These employees shall not fill permanent part-time positions, or be used to avoid hiring permanent full-time or part-time staff.

ARTICLE XV

INSURANCE

- 15.1 The Board agrees to maintain in effect an insurance plan for employees covered by this Agreement so long as they remain on the Keene School District payroll.
- 15.2 Should any Federal or 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.
- 15.3 The Board agrees to offer at least three plan options including the AB20 (or its equivalent) and at least two additional options. The board may offer more than 3 plan choices. The contribution rates listed below shall be applied to the plan chosen. If the plan chosen is more costly than the AB20, contributions will be capped at the AB20 contribution costs.

Contribution Rates

2019-2023: 80%

Teachers may select single, two (2) person, or family coverage.

An employee must enroll as a member of one of the selections offered by the District in order to be eligible for benefits or contributions set forth herein. The difference between the Board's maximum contribution and the actual cost to the Board to provide the coverage selected by an employee will be payroll deducted from the appropriate payroll period(s) by the Board on a pre-tax basis.

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:

Employees who provide documentation that they are covered by alternate group medical insurance coverage that is not provided by the district and who elect not to receive medical insurance by the District shall receive a payment in lieu of insurance per the schedule below. All payments will be paid upon the close of the applicable school year. The amount shall not be pro-rated and no consideration for partial years will be given.

2023-2027: \$5,500

- 15.4 The Board will pay the full cost to provide a term life insurance policy in the amount of one and a half times contracted yearly salary as defined in the "Contract of Employment" for employees covered by this Agreement.

- 15.5 Employees may select single, two (2) person, or family 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 XV.
- 15.6 Teachers shall have the option to apply the negotiated rates to Delta Dental Coverage A, B & C - \$0 deductible, \$1500.00 max/person/year.
- 2023-2027: \$1,000 Maximum Contribution
- 15.7 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 XV including the right to self-insure; however, the Board shall not have the right to diminish any of the benefits provided herein.
- 15.8 The Board agrees to establish a Section 125 Medical Spending Account, with a \$200 minimum and a \$2,500 maximum and a Dependent Care Spending Account with a \$200 minimum and a \$5,000 maximum at District expense for all full-time and regular employees.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- 16.1 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.
- 16.2 Copies of the complete proposed contract, including sidebars, will be in the hands of the President of the Keene Education Association and the Chairperson of the Keene Education Association Negotiations Team as soon as reasonably possible but not more than five (5) working days after tentative agreement signed by both sides.
- 16.3 A copy of this Agreement, signed by the Chairperson of the Board of Education, the President of the Keene Education Association, the Chairperson of the School Board Negotiations Team, and the Chairperson of the Keene Education Association Negotiations Team, shall be posted on the SAU 29 web site within thirty (30) days after the Agreement is signed.
- 16.4 Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, it shall be considered invalid and this Agreement, during its duration, shall be controlling.

ARTICLE XVII

NOTICE UNDER AGREEMENT

- 17.1 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 Avenue, Keene, New Hampshire, 03431.
- 17.2 Whenever written notice to the Association is provided for in this Agreement, such notice shall be addressed to the President, Keene Education Association, at the President's then current address. It shall be the responsibility of the Association to notify the Superintendent when there has been a change in Presidents, or whenever there is a change in the address of the President.

ARTICLE XVIII

STRIKES AND SANCTIONS

- 18.1 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 teachers 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 teachers.

ARTICLE XIX

FINAL RESOLUTION

- 19.1 This Agreement represents the final resolution of all matters in dispute between the parties, and shall not be changed or altered except by mutual agreement as evidenced in writing by the parties hereto.

ARTICLE XX

DURATION OF AGREEMENT

- 20.1 This Agreement shall continue in full force and effect from July 1, 2023 until twelve (12) o'clock midnight June 30, 2027 and from year-to-year thereafter unless written notice of desire to terminate or modify this Agreement is given by either party to the other by registered or certified mail on or before September first (1st) of the prior year in which this Agreement expires..

APPENDIX A

KEENE TEACHER COMPENSATION 2023-2024

Year 1 2023-24									
Step	Bachelor	B +15	Masters	M +30	Step	Bachelor	B +15	Masters	M +30
HR	42,600	43,665	44,730	45,795	15	66,484	67,548	68,972	70,036
1	42,760	43,825	44,996	46,061	16	66,484	67,548	68,972	70,036
2	42,920	43,985	45,156	46,221	17	66,484	67,548	68,972	70,036
3	43,186	44,251	45,635	46,700	18	66,484	67,548	68,972	70,036
4	44,785	45,840	47,000	48,055	19	67,514	68,578	70,002	71,066
5	45,405	46,450	47,600	48,645	20	67,514	68,578	70,002	71,066
6	46,450	47,495	48,645	49,690	21	67,514	68,578	70,002	71,066
7	46,973	48,018	49,167	50,212	22	67,514	68,578	70,002	71,066
8	47,950	49,005	50,165	51,220	23	67,514	68,578	70,002	71,066
9	49,902	50,957	52,012	53,067	24	69,162	70,226	71,650	72,714
10	50,957	52,012	53,067	54,122	25	69,162	70,226	71,650	72,714
11	54,385	55,440	56,495	57,550	26	69,162	70,226	71,650	72,714
12	55,440	56,495	57,550	58,605	27	69,162	70,226	71,650	72,714
13	57,023	58,078	59,133	60,188	28	69,162	70,226	71,650	72,714
14	64,298	65,331	66,363	67,396	29	71,305	72,382	73,823	74,899

APPENDIX B

KEENE TEACHER COMPENSATION 2024-2025

Year 2 2024-25									
Step	Bachelor	B +15	Masters	M +30	Step	Bachelor	B +15	Masters	M +30
HR	44,304	45,412	46,519	47,627	15	66,983	68,055	69,489	70,561
1	44,470	45,578	46,796	47,904	16	67,149	68,224	69,662	70,736
2	44,636	45,744	46,962	48,070	17	67,482	68,562	70,006	71,086
3	44,913	46,021	47,461	48,568	18	67,648	68,731	70,179	71,262
4	45,680	46,757	47,940	49,016	19	68,696	69,779	71,227	72,310
5	46,313	47,379	48,552	49,618	20	68,696	69,779	71,227	72,310
6	47,379	48,445	49,618	50,684	21	68,696	69,779	71,227	72,310
7	47,912	48,978	50,151	51,216	22	68,696	69,779	71,227	72,310
8	48,909	49,985	51,169	52,245	23	68,696	69,779	71,227	72,310
9	50,900	51,976	53,052	54,128	24	70,546	71,631	73,083	74,168
10	51,976	53,052	54,128	55,204	25	70,719	71,807	73,262	74,350
11	55,473	56,549	57,625	58,701	26	71,064	72,158	73,620	74,714
12	56,549	57,625	58,701	59,777	27	71,583	72,684	74,158	75,259
13	58,163	59,239	60,315	61,392	28	71,756	72,860	74,337	75,441
14	64,491	65,527	66,562	67,598	29	72,374	73,468	74,930	76,023

APPENDIX C

KEENE TEACHER COMPENSATION 2025-2026

Year 3 2025-26									
Step	Bachelor	B +15	Masters	M +30	Step	Bachelor	B +15	Masters	M +30
HR	45,965	47,115	48,264	49,413	15	67,318	68,395	69,837	70,914
1	46,138	47,287	48,551	49,700	16	67,989	69,077	70,532	71,620
2	46,310	47,459	48,723	49,872	17	68,157	69,247	70,707	71,797
3	46,597	47,747	49,240	50,390	18	68,663	69,761	71,232	72,330
4	47,622	48,744	49,978	51,100	19	69,555	70,651	72,117	73,213
5	48,282	49,393	50,615	51,726	20	69,726	70,825	72,295	73,394
6	48,919	50,020	51,230	52,331	21	69,898	71,000	72,473	73,575
7	49,948	51,060	52,282	53,393	22	70,070	71,174	72,651	73,756
8	51,232	52,359	53,599	54,726	23	70,242	71,349	72,830	73,936
9	52,808	53,925	55,041	56,158	24	73,279	74,386	76,000	76,973
10	53,925	55,041	56,158	57,274	25	73,279	74,386	76,000	76,973
11	56,444	57,539	58,634	59,729	26	73,279	74,386	76,000	76,973
12	58,387	59,498	60,609	61,720	27	73,279	74,386	76,000	76,973
13	60,635	61,757	62,879	64,001	28	73,279	74,386	76,000	76,973
14	64,684	65,724	66,762	67,801	29	73,279	74,386	76,000	76,973

APPENDIX D

KEENE TEACHER COMPENSATION 2026-2027

Year 4 2026-27									
Step	Bachelor	B +15	Masters	M +30	Step	Bachelor	B +15	Masters	M +30
HR	47,804	48,999	50,194	51,389	15	67,520	68,601	70,046	71,127
1	48,099	49,297	50,614	51,812	16	68,669	69,767	71,238	72,337
2	48,394	49,595	50,916	52,117	17	69,008	70,113	71,590	72,695
3	48,811	50,015	51,579	52,783	18	69,521	70,634	72,122	73,235
4	50,003	51,181	52,477	53,655	19	70,250	71,357	72,838	73,946
5	50,696	51,863	53,146	54,313	20	70,772	71,888	73,380	74,495
6	51,365	52,521	53,792	54,947	21	71,296	72,420	73,923	75,046
7	51,946	53,102	54,373	55,529	22	71,822	72,953	74,468	75,600
8	53,281	54,453	55,743	56,915	23	72,349	73,489	75,014	76,155
9	54,921	56,082	57,243	58,404	24	73,829	74,944	76,436	77,551
10	56,621	57,793	58,966	60,138	25	73,829	74,944	76,436	77,551
11	58,278	59,409	60,539	61,670	26	73,829	74,944	76,436	77,551
12	60,284	61,432	62,579	63,726	27	73,829	74,944	76,436	77,551
13	61,939	63,085	64,231	65,377	28	73,829	74,944	76,436	77,551
14	64,878	65,921	66,962	68,004	29	73,829	74,944	76,436	77,551

APPENDIX E

GRIEVANCE REPORT FORM

Grievance No. _____ School District _____

To: _____
(Name of Principal)

Complete with copies to:

- 1. Principal
- 2. Superintendent
- 3. Director of Human Resources
- 4. Association

School: _____ Name of Grievant: _____

LEVEL A

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

2. Relief sought:

Grievant's Signature Date Principal's Signature Date Received

Answer given by Principal:

Principal's Signature Date Grievant's Signature Date Received

Position of Grievant

Grievant's Signature Date Principal's Signature Date Received

LEVEL B

Answer given by Superintendent:

Superintendent's Signature Date Grievant's Signature Date Received

Position of Grievant:

Grievant's Signature Date Board's Signature Date Received

LEVEL C

Disposition by Board:

Board's Signature Date Grievant's Signature Date Received

LEVEL D

Date submitted to Binding Arbitration: _____

Disposition of Arbitrator:

APPENDIX E

KEENE SCHOOL DISTRICT

BEFORE-TAX PAYROLL DEDUCTION PLAN

The parties agree that, effective July 1, 1991, payroll deductions for health and dental insurance will be taken on a pre-tax basis in accordance with Internal Revenue Service guidelines.

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.

IN WITNESS WHEREOF the parties have executed this Agreement on this 11th day of April, 2023 as of the date and year first written above.

KEENE SCHOOL DISTRICT
BOARD OF EDUCATION


By: 

Board Chair

By: 

Negotiating Team Chair

KEENE EDUCATION ASSOCIATION

By: 

President, KEA

By: 

Negotiation Team Chair

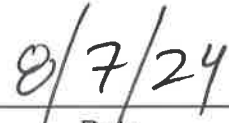
Addendum to KEA Prep Time MOU 9-5-23

The parties to the Memorandum of Understanding between the Keene Board of Education and the Keene Education Association regarding the amendment to Article 8.19 signed into effect on September 6, 2023 have mutually agreed to extend the expiration date of June 30, 2024 to June 30, 2026.

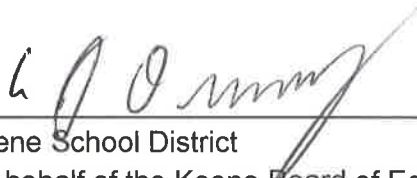
Executed by:



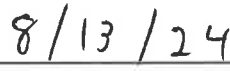
Keene Education Association



Date



Keene School District
On behalf of the Keene Board of Education



Date

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

THE KEENE BOARD OF EDUCATION

&

THE KEENE EDUCATION ASSOCIATION

2023-2024 School Year Only

This Memorandum of Understanding is entered into by the Keene Board of Education and the Keene Education Association (hereinafter referred to collectively as "the parties").

WHEREAS, Article 8.5 of the parties current collective bargaining agreement pertains to teacher preparation time and among other things, establishes certain conditions for when teachers opt to be paid for using their preparation time to teach an additional class (on a long-term basis); and

WHEREAS, Article 8.19 provides, in relevant part, that "teachers will be eligible to apply for open classes if they have a minimum of three years of teaching experience, one year of which must be with the Keene School District; and

WHEREAS, the District has determined that there is a critical staffing shortage for the 2023-2024 school year;

The parties hereby agree to amend their collective bargaining agreement, dated July 1, 2023 to June 30, 2027, as follows:

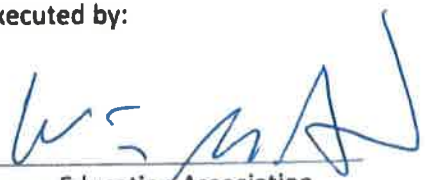
Article 8.19 is hereby amended to allow teachers, regardless of their years of teaching experience, to apply for open classes, and opt to accept teaching duties in their certification area during their prep period, as assigned by the building principal. These teachers shall be compensated in accordance with Article 8.15.

This Memorandum of Understanding is effective as of August 30, 2023.

This Memorandum of Understanding is in effect for the 2023-2024 school year only and shall expire on June 30, 2024.

This Memorandum of Understanding shall not establish any practice or precedent between the parties, nor constitute a waiver by the Board on any other action, now or in the future.

Executed by:


Keene Education Association

9/6/23
Date


Keene School District
On behalf of the Keene Board of Education

6-5-2023
Date