

AGREEMENT BETWEEN THE

KEENE BOARD OF EDUCATION

AND THE

KEENE CLINICAL SERVICE PROVIDERS (KCSP)

July 1, 2020 to June 30, 2024

PREAMBLE

To encourage the continuous effective and harmonious working relationship between the School Board of the Keene School District (the "Board") and the KCSP, the Board and the Association make and enter into this agreement on March 10, 2020.

TABLE OF CONTENTS

PREAMBLE 2

TABLE OF CONTENTS 3

Article I Recognition 4

Article II Purpose and Intent 4

Article III Management Rights 4

Article IV Scope of Agreement 5

Article V Non-Discrimination 5

Article VI Procedure for Negotiation of Successor Agreement 5-6

Article VII Employment 6-7

Article VIII Compensation 7-8

Article VIII Benefits 8-16

Article X Reduction in Force 16-17

Article XI Grievance Procedure 17-19

Article XII Notice Under Agreement 19

Article XIII Strikes and Sanctions 19

Article XIII Final Resolution 20

Article XV Duration of Agreement 20

APPENDICES

Appendix A Salary Ranges and Compensation Plan 21

Appendix B Grievance Form 22-24

ARTICLE I

RECOGNITION

- 1.1 For purposes of collective negotiations, the Board recognizes the KCSP as the exclusive representative of Speech-Language Pathologists and School Psychologists (including Psychologists) of the Keene School District as certified by the New Hampshire Public Employee Labor Relations Board. This shall include all full-time and regular Speech-Language Pathologists and School Psychologists (80% or more in Keene) 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 "employee," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

ARTICLE II

PURPOSE AND INTENT

- 2.1 The purpose of the Board and the Association in entering into this labor agreement is to set forth their agreement on rates of pay, wages, hours of work and other conditions of employment, so as to promote orderly and peaceful relations with the Board's employees, to achieve uninterrupted operations, and to achieve the highest level of employee performance consistent with safety, good health and sustained effort and to maintain the highest level of service to the Board and the educational community of Keene.

ARTICLE III

MANAGEMENT RIGHTS

- 3.1 The School Board retains the sole and exclusive right and authority to operate and direct the affairs of the Keene School District in all its various aspects. Among the rights retained is the Board's right to determine the District's mission and set standards and determine the curriculum and educational services offered to the public; to direct the working forces; to plan, direct, determine, and control the operations utilized to deliver such educational services in and by the District; to assign and transfer employees; to hire, promote, or demote employees and to suspend, discipline or discharge employees as appropriate; to relieve employees due to lack of work or for any other legitimate reasons; to make and enforce rules and regulations subject only to relevant limitations set forth in this contract or RSA Chapter 273-A; and to change methods, equipment or facilities as warranted. Without limiting the preceding and solely as illustration, matters regarding the policies and practices of the District or School Board as enabled by statute, ordinance or regulations including those relating to personnel such as the examination, evaluation, election, nonrenewal, advancement, organizational structure, and the means, methods and functions of the District shall not be subjects of bargaining under this Agreement. Accordingly, all rights which ordinarily vest in and are exercised by public employers, except as such are specifically relinquished herein, are reserved to and remain vested in the School Board.

ARTICLE IV

SCOPE OF AGREEMENT

- 4.1 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.
- 4.2 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 V

NON-DISCRIMINATION

- 5.1 The Board and KCSP 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 employees or in the application or administration of this Agreement on the basis of race, color, religion, national origin, sex or sexual orientation, age, marital status, disability, or membership or activity in the KCSP.

ARTICLE VI

PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

- 6.1 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 or via email with return receipt requested, notify the Board of its desire to terminate or modify the terms and conditions of this Agreement and shall submit its proposals, no later than November 1st at a meeting with the Board. The parties shall, thereafter, meet, confer, and negotiate in a good faith effort to reach a mutual understanding and agreement.
- 6.2 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.
- 6.3 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 at the Annual School District Meeting. The Board shall make a good faith effort to secure the funds necessary to implement said agreement.
- 6.4 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.

- 6.5 If necessary the parties may declare an impasse and may request the assistance of the Public Employee Labor Relations Board as provided for in RSA 273-A to resolve the dispute. The cost for third party assistance for the purposes of arbitration and/or fact finding shall be shared equally between the parties.
- 6.6 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(I).
- 6.7 During negotiations, the committee of the Board and the committee of the KCSP will present relevant data, exchange points of view and make proposals and counter proposals. The Board agrees to provide the KCSP with all reasonable information and material not of a confidential nature.

ARTICLE VII

EMPLOYMENT

7.1 Definition of Employee Status:

Full-time: 100% contract (35+ hours per week)

Regular: 80% contract or more but less than 100% contract (30-34 hours per week)

7.2 Period of Service

The period of service shall not be more than one hundred and ninety (190) days as set forth in an individual contract between the Board and each School Psychologist or Speech-Language pathologist to be allocated as follows:

Work days and days for direct service to students:

- One hundred and eighty-five (185)
- Additional days including professional development or curriculum day(s): five (5)

Days for direct service to students shall be at the discretion of the Director of Student Services in consultation with the building principal(s) and the Superintendent. Workshop or curriculum days shall be at the discretion of the building principal(s).

The work days above shall consist of the instructional day, pre-instructional day, and post-instructional day. The instructional 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 work day total no more than 7.5 typically scheduled hours. This does not limit requirements that bargaining unit members are salaried employees and are expected to carry out their professional duties which may require additional time.

7.3 Lunch

Employees shall be entitled to a duty-free lunch period equivalent to that of the students in their respective building, the scheduling of which, shall be determined by the building Principal or Supervisor.

7.4 Open positions

Open positions shall be posted internally and/or externally for a minimum of ten (10) working days except in emergencies as determined by the Director of Human Resources. Vacancies may be contracted to a third party but only after a thorough search process has been completed.

7.5 Staff Meetings

Group members shall attend up to two (2) staff meetings after school each month at the request of the building principal/Director of Student Services.

7.6 Evaluation

Any scheduled increase may be withheld as a result of unsatisfactory performance. Once performance at a satisfactory level is reestablished, the employee shall receive an increase, which shall not be retroactive, but it will bring the salary of the employee to the amount it would have been if the increment(s) had not been withheld.

7.7 School Calendar

The KCSP 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.

7.8 It is the Board's desire to employ KSCP members to work primarily within the scope of their license/certification. Employees who are routinely requested to serve in other capacities outside their license or certification shall notify the building Principal and the Director of Student Services to review their assignments.

7.9 Employees who have concerns about caseload and/or the ability to meet the needs of students shall discuss such concerns with the building Principal and the Director of Student Services or their designees.

ARTICLE VIII

COMPENSATION

8.1 The compensation structure and its application are set forth in Appendix A hereto.

Newly hired employees will be placed by the Director of Human Resources at their appropriate compensation level set forth herein. The salary level set by the Director of Human Resources may be appealed to the Superintendent whose decision shall be final and not subject to grievance.

- 8.2 Employees 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.
- 8.3 Employees will be paid in biweekly 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 later than June thirtieth (30th) of any school year.
- 8.4 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 online.
- 8.5 If a member of KCSP agrees to serve as a mentor to a colleague they shall be paid a stipend as determined by the Superintendent or designee.

ARTICLE VIII

BENEFITS

9.1 Health Insurance and Prescription Drug Benefits

The Board agrees to offer at least three plan options including the AB20-R10/25/40 and up to two (2) 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. The Board will contribute the following amounts towards health benefits for single, two-person, or family coverage:

Contribution Rate

80%

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

The Board will make available and contribute to a group health insurance, and prescription drug benefit plans for the employees. All members of the group who desire health insurance and prescription drug coverage from the district will have the option to enroll in one of the plans offered.

The employee may select appropriate coverage; i.e., single, two-person, or family. Enrollment and selection shall be accomplished in accordance with rules established by the carriers which are available from the Human Resources Office.

After due consideration of any suggestions by KCSP, the Board reserves the right in future years to change carriers or plans to a substantially equivalent plan.

The employee will pay any balance of the premium on a pre-tax basis by way of payroll deduction.

Employees electing not to join one of the health plans for the entire membership year and who secure alternate group health insurance coverage of comparable quality and who supply the district with proof of the substitute coverage, shall be eligible to receive a payment of six thousand dollars (\$6,000) upon the close of the applicable school year. The amount shall not be pro-rated and no consideration for partial years will be given. This payment will be offset by any penalty imposed upon the District as a result of the employee's participation in an alternative health care plan. In the event an employee leaves District employment before the end of the school year or has a change in life circumstances that necessitates a return to coverage by the District, this payment shall be void.

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.

The District and Group seek to avoid the imposition of an excise tax on high cost employer-sponsored health coverage under 26 U.S. C. § 4980 (the "Cadillac Tax"). If the board determines that a plan offered will result in the imposition of such tax, it shall notify the Group and the parties shall reopen discussions for the sole purpose of identifying a substitute plan. The substitute plan will seek to maintain the benefits of the original plan, but both parties recognize that the plan may be diminished for the purpose of avoiding the tax. If the parties are unable to agree on a substitute, the District will take the necessary steps to avoid taxes and/or penalties.

9.2 Dental Insurance

Employees may enroll in the dental plan offered, with no deductible, one thousand dollar (\$1000) maximum coverage per person per contract year. The employer contribution to the premium shall be a maximum of \$1000.

9.3 Flexible Spending Account (Section 125)

The Board agrees to establish a Section 125 Medical Spending Account, with a two hundred dollar (\$200) minimum and a two thousand, five hundred dollar (\$2,500) maximum contribution and Dependent Care Spending Account with a two hundred dollar (\$200) minimum and a five thousand dollar (\$5,000) maximum contribution, at District expense for all full-time and regular employees. The Board reserves the right to limit contributions to Flexible Spending Accounts as necessary to avoid "Cadillac Tax" under ACA.

9.4 Life Insurance

The Board will pay the full cost to provide a term life insurance policy in the amount of two (2) times salary including an accidental death and dismemberment provision, subject to regulations imposed by the carrier.

9.5 Disability (Full-Time & Regular Employees)

The Board agrees to provide short-term disability/long-term disability coverage for Full-Time & Regular members according to the policy stated below. 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 Department.

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 (10th) 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 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.

a. Short Term Disability Payments

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

b. Long Term Disability Payments

Disability benefits for the ninetieth (90th) 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 salary as determined at the commencement of the disability. Payment shall be made to the employee monthly during this period by the insurance carrier.

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 eighteen (18) months following the date of 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 subject to the federal laws of COBRA.

9.6 Sick Leave

- a. Employees shall receive one (1) day sick leave per month cumulative to twelve (12) days per year, further cumulative to a maximum of one hundred (100) days. However,

during the first year of employment, an employee's sick leave will not be considered exhausted until it has exceeded twelve (12) days. Should an employee leave the employ of the district prior to earning the twelve (12) days, the employee shall reimburse the district the difference between earned sick leave and paid sick leave.

- b. Sick leave is defined as work days as opposed to calendar days.
- c. Employees are entitled to sick leave at full pay until their accumulated sick leave is exhausted, upon verification of a qualifying illness.
- d. Sick days are to be used for personal illness. However, 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, ward, or person permanently residing in the employee's household) who is ill.

9.7 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. 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. 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. Leave in this section shall be recorded in the District's time and attendance system.

9.8 Personal Days

Members covered by this agreement are entitled to two (2) personal days – cumulative to three (3). Personal days will not be deducted from sick 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 (defined as the day before or the day after December vacation, February vacation, April vacation and the first and last instructional day of the contracted school year). All personal days will be recorded in the district's time and attendance system. All personnel are obliged to notify their respective principal or immediate supervisor forty-eight (48) hours in advance, except in cases of emergency. Unused personal days that will expire may be purchased by the District at a rate of \$75 each, paid by the last payroll of the fiscal year.

9.9 Other Leaves:

Additional unpaid personal leave for urgent and legitimate reasons may be granted by the Superintendent, upon the recommendation from the building principal up to a maximum of five (5) days. Leaves beyond five (5) days not contemplated in this agreement may be granted at the sole discretion of the Board and shall not be subject to grievance. Refer to KSB Policy GCCAA.

9.10 Bereavement Days

A maximum of five (5) paid bereavement days may be granted by the Principal or Director of Special Education in the event of the death of a member of the employee's or the employee's spouse's immediate family (defined as spouse, child, parent, sibling, grandparent, grandchild, parents of spouse or any person permanently residing in the employee's household). Days used for funerals in the immediate family will not be deducted from personal leave unless additional days are requested.

9.11 Perfect Attendance

Any speech-language pathologist or school psychologist who achieves perfect attendance, defined as not using sick or personal leave and working all 185 contracted days, shall be entitled to a \$500 perfect attendance bonus to be paid by June thirtieth (30th).

9.12 Jury Duty

Employees 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 employee shall be paid during such time an amount equal to the difference between his/her salary and the compensation received for such services. A copy of official court documents is required for approval of leave under this section.

9.13 Retirement System

Each employee 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.

Employees approaching retirement are advised to contact the retirement office in Concord at the earliest date possible.

9.14 Social Security

Employees belong to the Social Security system and appropriate employee and Board contributions will be made as dictated by law.

9.15 Sabbatical Fellowships

Sabbatical fellowships are granted at the discretion of the Board contingent upon finding a suitable replacement and are designed to encourage the improvement of instruction, supervision, and administration in the Keene School System. Speech-Language pathologists or school psychologists may apply for a fellowship upon completion of five (5) years' continuous service in Keene. After having received a fellowship, a school psychologist or speech-language pathologist may apply for a second fellowship only after five (5) additional continuous years of service in

Keene. A school psychologist or speech-language pathologist 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 January first (1st) of the school year preceding 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 one (1) sabbatical fellowship 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 School Psychologist's or Speech-Language pathologist's responsibilities during a partial year's absence. During the sabbatical, the school psychologist or speech pathologist will receive such other medical and life insurance benefits as are offered to all speech pathologists and school psychologists in active service, if such plans permit.

The school psychologist or speech-language pathologist is expected to return to the Keene School System for a minimum of two (2) years following the fellowship year. If the school psychologist or speech-language pathologist terminates employment before the end of the two (2) year period, the amount of the fellowship grant must be repaid on a prorated 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.

9.16 Retention Incentive

Any full-time or regular Speech Pathologist or School Psychologist with a minimum of ten (10) years of service* whose age plus years of service* equal seventy (70) or more shall be paid additional compensation in the final three (3) years of employment with the Keene School District in accordance with the following formula:

$$.005 \times \text{years of service}^* \times \text{annual salary}$$

To be eligible for this compensation, the speech-language pathologist/school psychologist must give written notice of his/her intent to retire no earlier than August first (1st) and no later than October first (1st) of the school year prior to the first year for which s/he is applying to receive the payment. This notice of intent must be submitted each year by October first (1st) until the Speech-Language Pathologist/School Psychologist is granted a stipend.

The decision to retire may only be rescinded in writing at any time prior to June first (1st) of the year in which the early retirement stipend will begin. In other words, the decision to retire becomes irrevocable on June first (1st) of the fiscal year when the employee is to receive the additional compensation.

If the employee who has been approved but has not yet begun to receive the stipend rescinds their decision prior to June first (1st), the next person who is eligible and has applied for the retention incentive will be offered the option to begin the program in August of that upcoming school year. If that person declines, the slot will then be offered to the next eligible person who has applied until the slot is filled or until there are no more eligible applicants. Employees who are offered the retention incentive after the original approved applicant has rescinded their

decision, will have fourteen (14) calendar days to notify the Human Resources Department of their decision.

No more than three (3) employees shall receive a stipend in any given year. (For example if more than one employee leaves in a given year, that shall create openings for more than one employee the following year up to a maximum of three (3) stipends in any one year.) In years where more than one (1) qualified employee applies, preference shall be given to the employee with the greatest number of years of service. In the event two (2) applicants have equal service, and only one (1) slot is available, the retention incentive shall be paid to the older employee. An employee who receives the stipend in one year shall remain eligible in his/her subsequent years until retirement even if, in those subsequent years, new applicant(s) have longer service time.

*For purposes of this calculation, years of service shall include years as a speech pathologist or school psychologist in Keene or any of SAU 29's member districts. Years of service will be determined as follows:

For employees with uninterrupted service, the original date of hire will be used. Employees with approved leaves of absence will be calculated using an adjusted date of hire which reflects total years of active service to the Keene School District or any of SAU 29's member districts. Only in the case of a sabbatical leave will an employee be given credit for active service while being on leave.

9.17 Student Loans

The Board will provide up to seven thousand dollars (\$7,000) for the purpose of student loan repayment. All applications for student loan repayment must be filed with the Human Resources Office no later than November first (1st).

An employee shall be eligible to receive no more than twenty-five hundred dollars (\$2,500) per year for a period not to exceed seventy-two (72) months and not to exceed the payments due under the applicable loan.

Preference shall be given to speech pathologists and school psychologists with four (4) or fewer years of experience in the profession. In the event that funds are not exhausted by employees with four or fewer years of experience in the profession, the balance will be divided equally among more experienced eligible employees subject to the stipulations above.

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 District for the school year following the year in which any 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 prorated 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.

Student Loan repayment funds that are not used by December 1st shall be transferred to the course reimbursement/professional development fund as outlined in Article 9.18 below.

9.18 Course Reimbursement and Professional Development (Full-Time and Regular Employees)

The Board shall provide Course reimbursement and/or Professional Development up to Nine Thousand dollars (\$9,000) in 2020-2024 per school year for job-related education, or for classes necessary to obtain a job-related degree as approved by the Principal/Supervisor.

1. Course Reimbursement:

Each employee will be eligible for up to \$2,000 (Two thousand dollars) annually, available over two reimbursement periods. Employees may apply for up to \$1,000 (One thousand dollars) 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 \$1,000 (one thousand dollars) during period 2 starting February first (1st) through May first (1st). Reimbursements will be paid in the order they were officially received. No employee shall receive more than \$2,000 (two thousand dollars) during the two reimbursement periods, excluding fees.

In order to receive course reimbursement the employee must:

- a. Demonstrate the value of the course to the satisfaction of the Principal/Supervisor prior to taking the course;
- b. Submit proof of enrollment and payment in the course prior to May 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 Human Resources Office. Documentation must be provided within one (1) month of the course midpoint.

Payment for each graded course shall be made to the employee at the time of enrollment. 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 a "Pass", the amount of tuition paid at the time of enrollment shall be repaid by the employee to the district in equal installments from each paycheck due to the employee over the next sixty (60) days from the date the Board receives notice of the unsatisfactory grade. Satisfactory proof of enrollment and of completion shall be required.

Employees who access the course reimbursement benefit 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. Repayment shall be forgiven if no degreed job is available in the district or if the employee applies, but is not chosen for a degreed job in the district.

2. Professional Development (Full-Time and Regular Employees):

The funds above shall be used to pay for the cost of participation in any workshop, seminar, or similar education program (up to seven hundred and fifty dollars \$750 per employee per school year) which has been approved by the Principal/Supervisor and which is directly related to the employee's job within the Keene School District or is used to maintain certification. Reimbursement shall be made on a first come, first served basis until funds are exhausted.

If all funds allocated for course reimbursement and professional development are not expended during the year, including funds transferred from the student loan repayment account, they shall not be carried over into the next year.

9.19 457(b) Retirement Plan

The District may provide a voluntary 457(b) retirement plan for group members. Contributions shall be made via payroll deduction in accordance with plan provisions and employee elections.

ARTICLE X

REDUCTION IN FORCE

10.1 It shall be the policy of the Keene School District to use fair and consistent procedures in the event a reduction in the speech-language pathologist or school psychologist workforce becomes necessary. In all cases, reduction of the staff will be done with the best interests of the students in mind as well as budgetary restraints which may be present at the time.

Reduction in staff shall only occur after a careful assessment has been completed with all other reasonable possible options considered. The Board retains the sole and exclusive right to determine the need for and magnitude of a reduction in the staff.

When a reduction in staff is necessary, the group shall be divided into 2 classifications for purposes of the reduction in force as follows:

1. Speech Pathologists
2. School Psychologists

The following factors shall then be used to determine the positions impacted:

- a. Employees with documented performance issues will be the first to be subject to reduction in force;

Employees with "documented performance issues" include:

1. Employees on a written performance improvement plan in the twenty-four (24) months preceding a reduction in force; or

2. Employees whose employment record within twenty-four (24) months preceding a reduction in force reflects a pattern of marginal or unsatisfactory performance, as evidenced by disciplinary action or a series of less than satisfactory evaluations.
 - b. Staff members with the most seniority shall be placed in the remaining positions provided they are certified for such positions.
 - c. The staff shall be reduced in the reverse order that they were hired into the school district.
 - d. Staff members hired on the same date shall be let go at the discretion of the Board upon reasonable assessment of and communication about program needs and the ability of the faculty to meet those needs.

10.2 In the event an employee's position is eliminated due to a reduction in force (RIF), the employee shall be considered first for a District speech pathologist or school psychologist position for which they apply for a period of one (1) year following the reduction. The employee must identify themselves to the hiring manager and on the application, as an employees impacted by a RIF in the last year. Considered first means that the applicant shall be evaluated prior to the hiring process and if deemed qualified and certified, in the sole discretion of the Board, offered the position. The decision of the Board shall be final and not subject to grievance.

ARTICLE XI

GRIEVANCE PROCEDURE

11.1 A "grievance" is a claim based upon an event or condition which affects the terms and/or conditions of employment of an employee or Association of employees based upon the interpretation, application, or violation of any of the provisions of this Agreement. An "aggrieved employee" is the person or persons making the claim. All time limits specified in Article X shall mean **calendar days**. Claims that violate the specified time limits shall be deemed inadmissible. Failure of the grievant to file a grievance in a timely manner shall render the grievance null and void. 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.

11.2 If the circumstances of the grievance indicate to the supervisor that the grievance is a claim that may be construed as Sexual Harassment, the supervisor will proceed under the District's Sexual Harassment Policy (GBAA) and will notify the Director of Human Resources and the grievance procedure shall be suspended pending the outcome of the Sexual Harassment investigation. If after an investigation the incident is deemed Sexual Harassment, the complaint will proceed under the Sexual Harassment Policy and not be eligible to move forward under this Grievance Procedure. Appeals of all findings made under the Sexual Harassment Policy shall follow the Sexual Harassment Policy, not the grievance procedure. If after an investigation the

complaint is deemed not to be Sexual Harassment the complaint may proceed under this Grievance Procedure.

- 11.3 The parties acknowledge that it is more desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communication. Grievances which are not satisfactorily settled in an informal way shall be reduced to writing and referred to the following formal grievance procedure.

Under the Keene School District grievance procedure, employees may submit grievances in the following manner:

- Step 1. The aggrieved employee shall present the grievance in writing to the employee's immediate supervisor and Director of Human Resources within fifteen (15) calendar days of the date of the occurrence of the matter being grieved. The employee's supervisor shall attempt to satisfactorily resolve the matter and reply to the employee and Director of Human Resources in writing within fifteen (15) calendar days of the presentation of the grievance.

If the grievant's supervisor is one of the positions in the following steps, the grievant may omit that step and proceed to the next step where the supervisor is identified.

- Step 2. In the event that the employee is not satisfied with the supervisor's decision, he/she may within fifteen (15) calendar days from receipt of the supervisor's decision in Step 1, present the grievance in writing to the Building Principal. The Principal will arrange to meet with the employee within fifteen (15) calendar days of receipt of the grievance. The Principal shall reply to the grievance in writing and to the employee within fifteen (15) calendar days of the conclusion of the meeting.
- Step 3. In the event that the Building Principal's decision is not satisfactory to the employee, the employee may, within fifteen (15) calendar days of receipt of the answer, present the grievance in writing to the Assistant Superintendent. The parties to the dispute shall meet with the Assistant Superintendent in an attempt to resolve the dispute based on the facts presented. The Assistant Superintendent shall render a decision to the employee within fifteen (15) calendar day after the hearing.
- Step 4. In the event that the decision of the Assistant Superintendent is not satisfactory to the employee, the employee may, within fifteen (15) calendar days of receipt of the answer, present the grievance in writing with all supporting documentation to the Superintendent of Schools. The Superintendent shall arrange any meeting he/she feels necessary to determine all the facts relevant to the grievance and shall respond in writing within fifteen (15) calendar days of receipt of the grievance.
- Step 5. In the event that the grievant is not satisfied with the Superintendent's decision, the grievant may, within fifteen (15) calendar days of receipt of the Superintendent's decision in Step 4, resubmit the grievance in writing to the Board of Education. The Board may review the proceedings as they have taken place at

Steps 1 through 4 or may designate a member or committee of members to do so. The Board or Committee may choose to hold a hearing or limited hearing. In the alternative, the Board may summarily affirm the determination of the Superintendent. The Superintendent shall forward the Board's decision to the grievant in writing within forty-five (45) calendar days of the Superintendent's receipt of the resubmitted grievance.

Step 6. In the event that the grievant is not satisfied with the Board's decision, the grievant may, within fifteen (15) calendar days of receipt of the Board's decision in Step 5, resubmit the grievance in writing and be referred by the Association to advisory arbitration. If the matter is referred to advisory arbitration, and the parties are unable to agree on an arbitrator, then the parties shall apply to the American Arbitration Association to name an arbitrator under the rules and procedures for obtaining the service. The arbitrator shall use his/her best efforts to arbitrate the grievance, but he/she shall have no power or authority other than interpret the provisions of this Agreement and he/she shall have no power to add to or subtract from, alter, or modify any of the provisions. The arbitrator shall thereafter submit an advisory decision to both parties. The arbitrator's decision shall not be binding on either party, but shall be advisory only. The parties agree to share equally in the compensation and expenses of the arbitrator.

Step 7. The Board shall reconvene to consider the decision of the Arbitrator. However, the Board's decision after reviewing the advisory arbitrator's decision, shall be final and binding on both parties.

ARTICLE XII

NOTICE UNDER AGREEMENT

- 12.1 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.
- 12.2 Whenever written notice to the Association is provided for in this Agreement, such notice 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 XIII

STRIKES AND SANCTIONS

- 13.1 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 members.

ARTICLE XIII

FINAL RESOLUTION

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

ARTICLE XV

DURATION OF AGREEMENT

- 15.1 This Agreement shall continue in full force and effect until twelve (12) o'clock midnight June 30, 2024 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

Salary Schedule

2020-2024

STEP	2020-21 Year 1	2021-22 Year 2	2022-23 Year 3	2023-24 Year 4
0	53,325	55,225	57,605	58,758
1	54,606	56,525	58,938	60,117
2	55,888	57,826	60,271	61,477
3	58,169	59,041	60,517	61,728
4	59,450	61,442	62,978	63,237
5	60,731	62,742	65,311	65,867
6	62,013	64,043	66,644	67,977
7	62,294	64,328	66,936	68,610
8	63,575	64,529	67,142	68,820
9	64,856	65,829	67,475	69,162
10	65,638	66,622	68,288	70,336
11	68,419	69,445	70,181	71,287
12	69,700	71,646	74,437	74,970
13	70,981	72,946	75,770	78,043
14	72,263	74,246	77,103	79,416
15	73,544	75,447	78,333	80,683
16	74,825	76,747	78,782	81,146
17	75,106	77,133	80,176	82,581
18	75,888	77,726	80,380	82,792
19	77,169	79,126	80,709	83,427
20	79,950	81,749	83,384	84,635
21	80,550	82,050	83,950	87,450
22	81,850	83,350	86,175	
23	83,150	85,250		
24	84,750			

If holding less than a Masters in the applicable area, employee to receive 85% of salary indicated on schedule (Example: SLP with 0 yrs. experience and a Bachelors shall receive \$45,326 for beginning step in 2020-2021)

Masters +30 credits receives additional step

PhD receives two additional steps (Example: PhD level Psychologist with 3 years' experience shall be placed on Step 5)

APPENDIX B

GRIEVANCE REPORT FORM

Grievance No. _____ School District _____

To: _____
(Name of Principal)

Complete with copies to:

1. Principal
2. Director Student Services
3. Assistant Superintendent
4. Human Resources Director
5. 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* *Asst. Superintendent's Signature* *Date Received*

LEVEL B

Answer given by Assistant Superintendent:

Asst. 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 Advisory Arbitration: _____

Advisory Decision of Arbitrator:

A copy of any agreement reached hereunder will be filed with the New Hampshire Public Employees Labor Relations Board (NHPERLB) within fourteen (14) days of its execution.

IN WITNESS WHEREOF the parties have executed this Agreement on this _____ day of _____, 2020 as of the date and year first written above.

KEENE SCHOOL DISTRICT
BOARD OF EDUCATION

KEENE CLINICAL SERVICE PROVIDERS

By: _____

By: Christine Chamberlain

CHAIRPERSON OF THE
NEGOTIATION COMMITTEE

PRESIDENT OF THE KEENE CLINICAL
SERVICE PROVIDERS ASSOCIATION

By: Mr. J. King

CHAIRPERSON OF THE
SCHOOL BOARD

