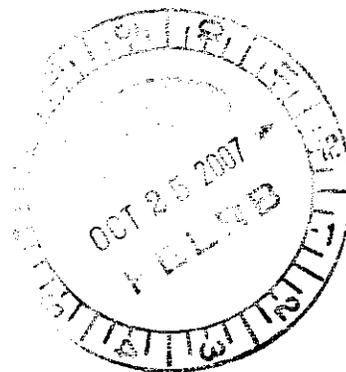


**AGREEMENT
BETWEEN THE
KEENE BOARD OF EDUCATION
AND THE
KEENE EDUCATION ASSOCIATION**

July 1, 2007 to June 30, 2011



PREAMBLE

This agreement is entered into this 1st day of September, 2007 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 and part-time (80% or more in Keene) teachers, subject coordinators, librarians, guidance counselors, department heads, occupational therapists, and nurses, 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 1 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 15 at a meeting with the Board, its proposals. The parties shall, thereafter, meet, confer, and negotiate in a good faith effort to reach a mutual understanding and agreement.
- 4.2 The Negotiating Committee of the Board and the Negotiating Committee of the Association shall have authority to reach a complete agreement, subject to ratification by the Board and the qualified voting members of the Association covered by this Agreement.
- 4.3 Any agreement reached which requires the expenditure of additional public funds for its implementation shall not be binding on the Board, unless and until the necessary appropriations have been made by the Annual School District Meeting. The Board shall make a good faith effort to secure the funds necessary to implement said agreements.
- 4.4 In the event the School District shall not approve the school budget as proposed by the Board, the parties shall return to the negotiating table and all articles within the agreement may be reopened for further negotiation. Article 4.4 shall only apply to the first year of a multi-year collective bargaining agreement.
- 4.5 If necessary the parties may declare an impasse and request the assistance of the Public Employee Labor Relations Board as provided for in RSA 273-A to resolve the dispute.
- 4.6 The Board maintains the final right of approval of any concession made as a condition of reaching agreement in accordance with RSA 273-A: 3(I).

ARTICLE V

ASSOCIATION RIGHTS

- 5.1 The Association will have the right to use school buildings at reasonable times for meetings. Request 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 by an employee (see Appendix F attached hereto), the Board will deduct for Professional Association dues.
- 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.

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 then 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 Assistant Superintendent for Keene, 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 five (5) 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. Prior to making major changes in educational programs, the Superintendent shall notify the President of the Association and shall meet and confer with the Association's President (or the President's designee), if requested to do so. The President of the Association may, following any meeting or conference set forth herein, submit to the Board, through the Superintendent, any recommendations for major changes in the educational programs. The Board shall give due consideration to such recommendations of the Association. Action by the Board under 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 ninety (190) days, as set forth in an individual contract between the Board and each teacher, to be allocated as follows:

Teaching days = One hundred eighty (180)
Other = Ten (10)

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 one hundred ninety (190) times the number of extra days beyond one hundred ninety (190).

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

- a. Two (2) days personal/individual development or scheduled by the District as set forth herein.
- b. Two (2) days orientation (opening school).
- c. One-half (.5) day orientation (closing school).
- d. Two (2) days building level professional learning communities.
- e. Three and one-half (3.5) days determined by the administration with input from the Association. No later than March 15 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 15 to discuss planning for the three and one-half (3.5) 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 personal/individual day set forth above will require the submission of an individual plan developed by the respective employee and will also require approval in advance by said respective employee's building Principal. Failure to either submit an individual plan in a timely fashion and/or to secure the Building Principal's approval of any such plan, will require any such employee to then attend the in-service day scheduled by the District.

Two (2) weeks notice will be given for make-up days. Newly hired teachers may, as a condition of employment, be requested to attend an orientation day, in addition to those specified above.

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, extra help, open house, or conferences with administration as required. Building wide open houses shall be limited to two (2) per year. 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 (regardless of the reason), the teacher shall be employed by the Board to fill any open position which may be available prior to the start of the next school year provided, in the judgment of the Board, the teacher is qualified and can 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 15 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 intent to comply not later than December 1 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 1 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 in the Human Resources Office and a copy sent to the President of the Association and to a designated Building Representative who will post same in their respective building.
- 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 will continue its present practice with respect to preparation time at the Elementary, Middle School and High School.

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.

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.

- 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. The Board and the Association have worked hard to create the compressed salary schedule included in this Agreement. With the understanding that neither the Board nor the Association can bind their respective successors as to the terms of any successor agreement, it is the parties' mutual hope that negotiators of successor agreements will recognize the value of compression and develop an agreement that preserves a compressed salary schedule and funds step increases and longevity pay. Employees who are contracted (employed) after July 1 of any year shall receive a salary prorated in accordance with Article 8.2.
- 9.2 Newly hired employees with no experience, hired during the term of this Agreement, will be placed by the Superintendent at their appropriate compensation level set forth herein.
- 9.3 Newly hired employees with experience will be placed by the Superintendent at the same salary level as other employees then currently employed who have the same experience and academic experience.
- 9.4 During the term of this Agreement, employees who acquire their Bachelors +15, Master's Degree, Master's +30 or Certificate of Advanced Graduate Study (CAGS), previously approved by the Superintendent, shall be placed at the appropriate salary level either under the Bachelors +15 Column, Master's Column, or under the Master's +30 Column, or in event of a CAGS, under the Master's +30 Column. Such placement will be made upon receipt by the Superintendent of adequate documentation of any such achievement (see Section 8.9 of this Agreement).
- 9.5 In no event will an employee's salary be permitted to exceed the maximum as set forth in this Appendices A-D.
- 9.6 During the term of this Agreement, Department Heads/Coordinators will be paid a stipend within the range of \$1,500.00 - \$2,250.00 for duties and responsibilities as assigned by the Board.
- 9.7 The criteria for payment within the range as outlined in 9.6 above shall be determined by the Board and administration.
- 9.8 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.
- 9.9 Teachers will be paid on the basis of twenty-six (26) pay periods. 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 30 of any school year. All teachers who are currently under the twenty-two (22) pay plan may remain on that plan until or unless they choose to move to twenty-six (26) pay periods. At that time they must continue on the twenty-six (26) pay period format. All other teachers shall be paid on a twenty-six (26) pay period schedule.
- 9.10 The Board agrees, upon request of a teacher, to make direct deposit of an employee's paycheck to the financial institutions of the employee's choice.

- 9.11 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.

- 9.12 The Board will provide up to \$30,000.00 per year for the purpose of student loan repayment for teachers on steps 0-4. All applications for student loan repayment must be filed with the Human Resources Office no later than November 1.

The \$30,000.00 fund will be divided on a prorated basis among all eligible applicants. However, individual teachers shall be eligible to receive no more than \$2,500.00 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 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.

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 Assistant 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 ten (10) 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 E attached hereto) and referred to the following formal grievance procedure.

11.3 Formal Procedure:

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

Level A

Within three (3) days of receipt of a formal grievance, the building principal, or his designee who shall be an administrator, will meet with the aggrieved 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 Assistant Superintendent for Keene will meet with the participants of Level A and examine the facts of the grievance. The Assistant Superintendent shall respond in writing within seven (7) days of any such meeting. If the grievance is not settled at this level, then within ten (10) days from receipt of the answer rendered at this level, the grievance shall be referred to Level C. However, a 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 binding arbitration, but excluding issues which are managerial prerogatives as set forth in RSA 273 A-1: 11. If the matter is referred to arbitration, then the parties shall apply to the **American Arbitration Association**, or the Association and the Board may mutually agree upon an 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. Either party may appeal the arbitrator's decision to Supreme Court in accordance with the provisions of RSA 542.

- 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 1, 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:

Effective July 1, 2007 – One (1) Personal day - Cumulative to three (3)

Effective July 1, 2008 – Two (2) Personal days - Cumulative to three (3)

They 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 vacation. All personnel are obliged to notify their respective principal or immediate supervisor forty-eight (48) hours in advance, except in cases of emergency.

- 12.4 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 service in Keene. After having received a fellowship, a teacher may apply for a second fellowship only after five (5) additional years 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 1 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 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 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.

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

Effective July 1, 2007 – Twelve (12) Sick Days

Effective July 1, 2008 – 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.

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 twelve (12) days he/she receives for the year 2007-08, or eleven (11) days in successor years.

The parties agree to form a committee made of equal representation from the Board and Association to examine the possibility of establishing a sick-leave bank. The committee shall make its recommendations on or before May 1, 2008 for possible implementation on July 1, 2008.

12.6 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 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 ten (10) 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 seven (7) years 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.

12.7 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.

12.8 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.

12.9 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.

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 \$38,000.00 during year one, \$41,000.00 during year two, and \$43,000.00 in successor years of this contract 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 of enrollment.

Each employee will be eligible for up to six (6) credits on a first come, first served basis. If course reimbursement funds are unused by May 1 of the school year, then an employee may exceed the credit limit, again on a first come, first served basis.

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 in the course prior to May 15 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. Reimbursement will be the lesser of actual cost or University of Massachusetts, Amherst out of state cost per credit hour.

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.

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 1 in the calendar year in which said member reaches age fifty-five (55) or as of the July 1 in any year thereafter. Said application to retire early shall be made no later than December 1 prior to the intended July 1 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.
- 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 said date an annual stipend in accordance with the following schedule:

<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 No amendment or termination of early full retirement shall affect any participant then governed by its terms.
- 14.6 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.
- 14.7 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.
- 14.8 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.
- 14.9 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.
- 14.10 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.
- 14.11 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 Teachers shall have the option to apply the negotiated rates to BC/BS Plan JW + Managed Care, BC/BS Blue Choice, or Matthew Thornton HMO. The Board agrees to contribute up to the amount specified below as its contribution to the benefits set forth as follows:

<u>2007-2008-</u>	<u>JWMC</u>	<u>POS</u>	<u>HMO</u>
Single	80%	90%	90%
Two person	80%	90%	90%
Family	80%	90%	90%
<u>2008-2009-</u>	<u>JWMC</u>	<u>POS</u>	<u>HMO</u>
Single	80%	88%	88%
Two person	80%	88%	88%
Family	80%	88%	88%
<u>2009-2010-</u>	<u>JWMC</u>	<u>POS</u>	<u>HMO</u>
Single	80%	85%	85%
Two person	80%	85%	85%
Family	80%	85%	85%
<u>2010-2011-</u>	<u>JWMC</u>	<u>POS</u>	<u>HMO</u>
Single	80%	85%	85%
Two person	80%	85%	85%
Family	80%	85%	85%

Effective on the date the voters approve funding for this contract, employees hired new to the district shall not have the option of choosing BC/BS Plan JW. Employees hired before the date the voters approve funding for this contract shall retain the option of choosing BC/BS Plan JW. However, if they are not enrolled in the BC/BS Plan JW on the date the voters approve funding for this contract, employees do not have the option to choose BC/BS Plan JW. Employees who move to a plan other than BC/BS JW shall not have the right to return to the BC/BS JW plan in the future.

Employees who provide documentation they are covered by medical insurance that is not provided by the district and who elect not to receive medical insurance by the District shall receive a payment of one thousand dollars (\$1000.00) per year. This payment shall be pro-rated and provided to an employee in each bi-weekly paycheck, beginning with the first full paycheck of the school year or the first full paycheck after the documented alternate coverage commences and the district sponsored coverage ceases.

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 cease.

The Board and the Association agree to participate in a study of health care insurance options beginning with ratification of this contract. If a mutually agreeable opportunity is found for providing equal or better health care to Association members at an equal or lesser cost to the Board, a change in health care insurance options available to Association members may be made during this contract. Should no mutually agreeable proposed change be found, health care insurance shall continue as outlined above. However, the Board reserves the right to change the carrier in accordance with section 15.7 below.

- 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.

2007 - 2008	\$600.00 Maximum Contribution
2008 - 2009	\$625.00 Maximum Contribution
2009 - 2010	\$700.00 Maximum Contribution
2010 - 2011	\$700.00 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 Effective on the date the voters approve funding for this contract, the Board agrees to provide health and dental insurance coverage to same sex domestic partners (two (2) person coverage). The cost of the insurance beyond single coverage shall be borne by the employee.

The Board and the Association shall meet to review standards to determine same sex domestic partner status and shall agree on the standards no later than July 1, 2008. Any standards set must meet the criteria established by potential insurance carriers.

Payroll deductions taken for health and/or dental insurance coverage for the employee and his/her identified domestic partner shall be taken on the same basis as such deductions for other employees in accordance with Internal Revenue Service regulations and any applicable State and/or Federal laws.

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 Copies 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 printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed during the life of this Agreement, or considered for employment by the Board.
- 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.
- 16.5 The contract will be printed in standard print on white, 8-1/2" by 11" paper. A copy of the contract will also be placed on a computer disk and copies will be made available to the Association.

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, 34 West Street, 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 Assistant Superintendent of Keene 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 until twelve (12) o'clock midnight June 30, 2011 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 1 of the prior year in which this Agreement expires.

APPENDIX A
Keene Teacher Compensation 2007-2008

	Bachelor	Bach+15	Masters	M+30
Step	2008	2008	2008	2008
0	\$ 30,500.00	\$ 31,500.00	\$ 32,500.00	\$ 33,500.00
1	\$ 31,000.00	\$ 32,000.00	\$ 33,000.00	\$ 34,000.00
2	\$ 32,000.00	\$ 33,000.00	\$ 34,000.00	\$ 35,000.00
3	\$ 32,500.00	\$ 33,500.00	\$ 34,500.00	\$ 35,500.00
4	\$ 33,000.00	\$ 34,000.00	\$ 35,000.00	\$ 36,000.00
5	\$ 33,500.00	\$ 34,500.00	\$ 35,500.00	\$ 36,500.00
6	\$ 34,500.00	\$ 35,500.00	\$ 36,500.00	\$ 37,500.00
7	\$ 35,500.00	\$ 36,500.00	\$ 37,500.00	\$ 38,500.00
8	\$ 36,500.00	\$ 37,500.00	\$ 38,500.00	\$ 39,500.00
9	\$ 37,500.00	\$ 38,500.00	\$ 39,500.00	\$ 40,500.00
10	\$ 38,500.00	\$ 39,500.00	\$ 40,500.00	\$ 41,500.00
11	\$ 51,300.00	\$ 52,300.00	\$ 53,300.00	\$ 54,300.00

Employees with fifteen to nineteen (15-19) years of experience as of June 30, 2008 shall receive a longevity stipend of \$1,000.00.

Employees with twenty to twenty-four (20-24) years experience as of June 30, 2008 shall receive a longevity stipend of \$2,000.00.

Employees with twenty-five to twenty-nine (25-29) years experience as of June 30, 2008 shall receive a longevity stipend of \$3,000.00.

Employees with thirty or more (30+) years experience as of June 30, 2008 shall receive a longevity stipend of \$4,000.00.

APPENDIX B
Keene Teacher Compensation 2008-2009

Step	Bachelor	Bach+15	Masters	M+30
	2009	2009	2009	2009
0	\$ 31,500.00	\$ 32,500.00	\$ 33,500.00	\$ 34,500.00
1	\$ 32,500.00	\$ 33,500.00	\$ 34,500.00	\$ 35,500.00
2	\$ 33,000.00	\$ 34,000.00	\$ 35,000.00	\$ 36,000.00
3	\$ 33,500.00	\$ 34,500.00	\$ 35,500.00	\$ 36,500.00
4	\$ 34,000.00	\$ 35,000.00	\$ 36,000.00	\$ 37,000.00
5	\$ 35,000.00	\$ 36,000.00	\$ 37,000.00	\$ 38,000.00
6	\$ 35,500.00	\$ 36,500.00	\$ 37,500.00	\$ 38,500.00
7	\$ 36,000.00	\$ 37,000.00	\$ 38,000.00	\$ 39,000.00
8	\$ 37,000.00	\$ 38,000.00	\$ 39,000.00	\$ 40,000.00
9	\$ 38,000.00	\$ 39,000.00	\$ 40,000.00	\$ 41,000.00
10	\$ 40,500.00	\$ 41,500.00	\$ 42,500.00	\$ 43,500.00
11	\$ 52,770.00	\$ 53,770.00	\$ 54,770.00	\$ 55,770.00

Employees with fifteen to nineteen (15-19) years of experience as of June 30, 2009 shall receive a longevity stipend of \$1,000.00.

Employees with twenty to twenty-four (20-24) years experience as of June 30, 2009 shall receive a longevity stipend of \$2,000.00.

Employees with twenty-five to twenty-nine (25-29) years experience as of June 30, 2009 shall receive a longevity stipend of \$3,000.00.

Employees with thirty or more (30+) years experience as of June 30, 2009 shall receive a longevity stipend of \$4,000.00.

APPENDIX C
Keene Teacher Compensation 2009-2010

	Bachelor	Bach+15	Masters	M+30
Step	2010	2010	2010	2010
0	\$ 32,500.00	\$ 33,500.00	\$ 34,500.00	\$ 35,500.00
1	\$ 33,000.00	\$ 34,000.00	\$ 35,000.00	\$ 36,000.00
2	\$ 33,500.00	\$ 34,500.00	\$ 35,500.00	\$ 36,500.00
3	\$ 34,000.00	\$ 35,000.00	\$ 36,000.00	\$ 37,000.00
4	\$ 34,500.00	\$ 35,500.00	\$ 36,500.00	\$ 37,500.00
5	\$ 35,500.00	\$ 36,500.00	\$ 37,500.00	\$ 38,500.00
6	\$ 37,000.00	\$ 38,000.00	\$ 39,000.00	\$ 40,000.00
7	\$ 37,500.00	\$ 38,500.00	\$ 39,500.00	\$ 40,500.00
8	\$ 38,000.00	\$ 39,000.00	\$ 40,000.00	\$ 41,000.00
9	\$ 39,000.00	\$ 40,000.00	\$ 41,000.00	\$ 42,000.00
10	\$ 41,000.00	\$ 42,000.00	\$ 43,000.00	\$ 44,000.00
11	\$ 54,300.00	\$ 55,300.00	\$ 56,300.00	\$ 57,300.00

Employees with fifteen to nineteen (15-19) years of experience as of June 30, 2010 shall receive a longevity stipend of \$1,000.00.

Employees with twenty to twenty-four (20-24) years experience as of June 30, 2010 shall receive a longevity stipend of \$2,000.00.

Employees with twenty-five to twenty-nine (25-29) years experience as of June 30, 2010 shall receive a longevity stipend of \$3,000.00.

Employees with thirty or more (30+) years experience as of June 30, 2010 shall receive a longevity stipend of \$4,000.00.

APPENDIX D
Keene Teacher Compensation 2010-2011

	Bachelor	Bach+15	Masters	M+30
Step	2011	2011	2011	2011
0	\$ 35,000.00	\$ 36,000.00	\$ 37,000.00	\$ 38,000.00
1	\$ 36,000.00	\$ 37,000.00	\$ 38,000.00	\$ 39,000.00
2	\$ 37,000.00	\$ 38,000.00	\$ 39,000.00	\$ 40,000.00
3	\$ 37,500.00	\$ 38,500.00	\$ 39,500.00	\$ 40,500.00
4	\$ 38,000.00	\$ 39,000.00	\$ 40,000.00	\$ 41,000.00
5	\$ 39,000.00	\$ 40,000.00	\$ 41,000.00	\$ 42,000.00
6	\$ 40,000.00	\$ 41,000.00	\$ 42,000.00	\$ 43,000.00
7	\$ 41,000.00	\$ 42,000.00	\$ 43,000.00	\$ 44,000.00
8	\$ 42,000.00	\$ 43,000.00	\$ 44,000.00	\$ 45,000.00
9	\$ 43,000.00	\$ 44,000.00	\$ 45,000.00	\$ 46,000.00
10	\$ 44,000.00	\$ 45,000.00	\$ 46,000.00	\$ 47,000.00
11	\$ 55,400.00	\$ 56,400.00	\$ 57,400.00	\$ 58,400.00

Employees with fifteen to nineteen (15-19) years of experience as of June 30, 2011 shall receive a longevity stipend of \$1,000.00.

Employees with twenty to twenty-four (20-24) years experience as of June 30, 2011 shall receive a longevity stipend of \$2,000.00.

Employees with twenty-five to twenty-nine (25-29) years experience as of June 30, 2011 shall receive a longevity stipend of \$3,000.00.

Employees with thirty or more (30+) years experience as of June 30, 2011 shall receive a longevity stipend of \$4,000.00.

**APPENDIX E
GRIEVANCE REPORT FORM**

Grievance No. _____ School District _____

To: _____
(Name of Principal)

- Complete with copies to:
1. Principal
 2. Assistant 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 Assistant Superintendent:

Asst. Superintendent's Signature	Date	Grievant's Signature	Date Received
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Position of Grievant:

Grievant's Signature	Date	Board's Signature	Date Received
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LEVEL C

Disposition by Board:

Board's Signature	Date	Grievant's Signature	Date Received
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LEVEL D

Date submitted to Binding Arbitration: _____

Disposition of Arbitrator:

APPENDIX F
KEENE SCHOOL DISTRICT
CONTINUING MEMBERSHIP
PAYROLL DEDUCTION AUTHORIZATION FORM

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

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

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

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

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

Date

Signature

APPENDIX G
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 12 day of October, 2007 as of the date and year first
written above.

KEENE SCHOOL DISTRICT
BOARD OF EDUCATION

By Neil W. Donegan
Board Chair

By Walter O'Donnell
Negotiating Team Chair

KEENE EDUCATION ASSOCIATION

By Mary Lou Gallo
President KEA

By Debra J.
Negotiating Team Chair