

**AGREEMENT  
BETWEEN THE  
KEENE BOARD OF EDUCATION  
AND THE  
KEENE ASSOCIATION of PRINCIPALS and SUPERVISORS**

July 1, 2010 to June 30, 2012

## TABLE OF CONTENTS

<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
I	RECOGNITION	1
II	DEFINITIONS	1
III	CONFORMITY TO LAW AND SAVING CLAUSE	2
IV	RESOLUTION OF DIFFERENCES AND PROCEDURES FOR NEGOTIATING A SUCCESSOR AGREEMENT	3
V	ASSOCIATION PRIVILEGES AND RESPONSIBILITIES	4
VI	SUPPLEMENTAL BENEFITS	5
VII	COURSE REIMBURSEMENT	8
VIII	EMPLOYMENT STATUS	9
IX	SALARY AND RATE OF PAY	10
X	TERMS AND CONDITIONS OF EMPLOYMENT	12
XI	GRIEVANCE PROCEDURE	14
XII	LEAVES OF ABSENCE	16
XIII	FINAL RESOLUTION	21
XIV	DURATION	22
APPENDIX A	Reduction in Force	23
APPENDIX B	Professional Leave	26
APPENDIX C	Early Full Retirement	27
APPENDIX D	Early Retirement	29
APPENDIX E	Salary & Salary Ranges	30
APPENDIX F	PELRB Recognition	32

## **ARTICLE I**

### **RECOGNITION**

- 1.1 For purposes of collective negotiations, the Board recognizes the Association as the exclusive representative of employees of the Keene School District as certified presently or as may be amended in the future by the New Hampshire Public Employee Labor Relations Board, and excludes all other employees. A copy of the current certification letter is included as Appendix F.
- 1.2 Unless otherwise indicated, the term "employee", when used hereinafter in this agreement, shall refer to all administrative personnel represented by the Association in the negotiating unit as above defined.
- 1.3 Whenever the singular is used in this agreement, it is to include the plural where the context clearly so indicates.
- 1.4 Except as otherwise provided in this agreement, or otherwise agreed to in writing between the parties, the determination of 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**

### **DEFINITIONS**

- 2.1 The term "Superintendent" as used in this agreement means the Superintendent of Schools for NH Administrative Unit #29, the Co-Superintendent for Keene, or his/her designee.”
- 2.2 The term "length of service" as used in this agreement shall mean active employment except as otherwise provided. In the event of authorized paid leave granted pursuant to this contract, the Association member on such paid leave shall continue to accrue length of service. In the event of authorized unpaid leave, or layoff, the Association member shall retain such length of service as was accrued on the date of the authorized unpaid leave or layoff upon return to active employment, but shall commence further accrual only upon such return and shall not accrue length of service during such leave or layoff period.
- 2.3 **DEFINITION OF EMPLOYEE STATUS:**  
  
Administrators working 260 days per year are considered “full time” employees and are eligible for all benefits specified in this contract  
  
Administrators working between 209 and 259 days are considered “regular” employees and are eligible for all benefits specified under this contract except vacation time.

Administrators working less than 209 days are considered “part time” employees and are eligible for all non-monetary provisions of this contract. They are, however eligible to participate in the Section 125 Medical Spending and Dependent Care Spending accounts and are eligible for sick time accrued at .046 days sick accrued for each contracted day per year further cumulative to a maximum of .385 for each contracted day.

### **ARTICLE III**

#### **CONFORMITY TO LAW AND SAVING CLAUSE**

- 3.1 If any provision of the agreement or any application to any group of employees is or shall at any time be determined contrary to law by a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions of this agreement shall continue in effect.

## ARTICLE IV

### **RESOLUTION OF DIFFERENCES & PROCEDURES FOR NEGOTIATING A SUCCESSOR AGREEMENT**

- 4.1 The Association and the Board agree that differences between the parties shall be settled by means as within this agreement. The Association in consideration of the value of this agreement and its terms and conditions will not engage in, instigate or condone any strike during the length of the contract. The Board agrees not to instigate any lockouts.
- 4.2 On or about August fifteenth (15) of the prior year in which this agreement expires, and subject to compliance with Article IV, 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, during the month of September, its proposal to the Board. The parties shall, thereafter, meet, confer, and negotiate in a good faith effort to reach a mutual understanding and agreement under RSA 273-A.
- 4.3 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.
- 4.4 Any agreement reached shall be reduced to writing and signed by the Board and Association. Any agreement reached which requires the expenditures 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.
- 4.5 During negotiations, the committee of the Board and the committee of the Association will present relevant data, exchange points of view and make proposals and counterproposals. The Board agrees to provide the Association with all reasonable information and material not of a confidential nature.
- 4.6 A copy of any agreement reached hereunder will be filed with the New Hampshire Public Employees Labor Relations Board (NHPELRB) by the Board within fourteen (14) days of its execution.
- 4.7 The parties may, by mutual agreement, pass over mediation and go directly to fact-finding.
- 4.8 The cost of mediation and fact-finding will be shared equally by the parties.
- 4.9 It is understood that upon mutual agreement the Board and the Association may agree to use an alternative decision-making process to form a new agreement.

## ARTICLE V

### ASSOCIATION PRIVILEGES AND RESPONSIBILITY

#### 5.1 OFFICIAL LIST OF KEENE ASSOCIATION OF PRINCIPALS AND SUPERVISORS REPRESENTATIVES

The Association shall furnish the Board with a list of its officers and mailing addresses and shall, as soon as possible, notify the Board in writing of any changes. No Association Representative shall be recognized by the Board except those designated in writing by the Association.

#### 5.2 DISCRIMINATION

There shall be no discrimination against any administrator because of legally permissible Association activities or because of membership in the Association, or because of the filing or processing of any grievance under this contract. The parties to this agreement agree that they shall not discriminate against any person because of race, creed, color, age, gender, sexual preference, handicap, or national origin and they shall receive the full protection of this agreement.

#### 5.3 DISTRIBUTION OF MATERIALS

Officers of the Association shall have the right to use reasonably an administrative office school information systems, and/or e-mail for distribution of Association material.

#### 5.4 ASSOCIATION MEETINGS

The authorized representative of the full Association shall have the right to schedule Association meetings in a building before or after regular work hours as long as meetings are scheduled through normal channels.

#### 5.5 The Board agrees to forward the agendas of regular Keene Board of Education meetings to the Association President prior to the meeting taking place. In addition, the Board will also provide the Association President with the minutes of regular Board meetings exclusive of minutes taken in non-public session.

#### 5.6 The Board agrees to respect the rights of all members of the Association.

#### 5.7 EXPENSES OF PRINTING AND DISTRIBUTING AGREEMENT

The Board agrees to pay for the cost of duplicating this agreement. The Superintendent will insure that a copy is available to each administrator covered by this agreement. Administrators may request a paper copy of this agreement from the Human Resources Department.

**ARTICLE VI**

**SUPPLEMENTAL BENEFITS**

6.1 WORKERS' COMPENSATION

Administrators shall continue to be covered by the provisions of the New Hampshire Workers' Compensation Act.

6.2 PENSION

The parties agree that all provisions of the New Hampshire Retirement System shall be made a part of this agreement.

6.3 HEALTH INSURANCE

The Board and KAPS agree to share in the cost of health insurance based on a percent of the premium costs during each year of the agreement with the Board.

The Board will contribute the following amounts towards health benefits:

<u>2010-11</u>	<u>Single</u>	<u>Two Person</u>	<u>Family</u>
POS	80%	80%	80%
HMO 1	85%	85%	85%
HMO 2	90%	90%	90%
C2500	90%	90%	90%
JYMC	73%	72%	71% (pre 7/1/04)
JWMC	73%	72%	71% (pre 7/1/10)

<u>2011-12</u>	<u>Single</u>	<u>Two Person</u>	<u>Family</u>
POS	78%	78%	78%
HMO 1	83%	83%	83%
HMO 2	90%	90%	90%
C2500	90%	90%	90%
JYMC	71%	70%	70% (pre 7/1/04)
JWMC	71%	70%	70% (pre 7/1/10)

The following health insurance benefits shall be available in a plan to be provided by the Board:

- A. Hospitalization comparable to the benefits of the New Hampshire Blue Cross and Blue Shield health care plan (Series SP), with no reduction in benefits;
- B. Physician services comparable to the New Hampshire Blue Cross and Blue Shield (Plan JYMC), with no reduction in benefits;
- C. One million dollar major medical benefits;

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

The Association agrees to join with the Board in the exploration of alternative health plans. If a mutually agreeable opportunity is found for providing comparable or better health care to Association members at an equal or lesser cost to the Board, with no reduction in benefits, 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. Provided, however, the Board reserves the right to change the carrier in accordance with Article VI.

Administrators hired effective July 1, 2004 or later would have the choice of a POS plan, an HMO plan, or JWMC. KAPS members hired prior to July 1, 2004 would have a choice of a POS plan, an HMO plan, or JYMC. Administrators who are enrolled in either the JYMC or the JWMC insurance plans as of 6/30/10 may remain on these plans; these plans are closed to new enrollment effective 7/1/10. All full-time and regular Administrators may choose from a currently sponsored District POS, HMO, or indemnity plan.

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 two thousand-six hundred dollars (\$2,600) 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.

#### 6.4 DENTAL

The Board agrees to contribute up to the amount of \$950 in 2010-2011, and \$1,000 in 2011-2012 toward the cost of single, 2 person or family coverage of the Delta Dental Plan Option #8, no deductible.

Eligibility shall be in accordance with the rules of Northeast Delta Dental.

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

- 6.5 The Board agrees to provide up to the full coverage set forth in the medical and dental insurance coverages above for married couples employed by the district in compliance with respective master contracts.

6.6 PRETAX HEALTH AND DENTAL INSURANCE DEDUCTIONS

The parties agree that payroll deductions for health and dental insurance will be taken on a pretax basis.

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.

The Board agrees to establish a Section 125 Medical Spending Account, with a \$200 minimum and a \$2,500 maximum and Dependent Care Spending Account with a \$200 minimum and a \$5,000 maximum at District expense for all full-time and regular employees.

6.7 LIFE INSURANCE

The district will provide term life insurance for each administrator defined herein in the amount of 2x annual base salary, but will not be less than \$100,000. The plan provides for waiver of premium benefit in event of total and permanent disability prior to age 70 and provides for a thirty-day (30) conversion privilege for terminating employees.

6.8 EARLY RETIREMENT

See Appendix C and D

## ARTICLE VII

### COURSE REIMBURSEMENT

- 7.1 The Board will provide up to \$10,000 in 2010-2011 and \$10,000 in 2011-2012 for the purpose of tuition payment. The applicant shall demonstrate the value of the course to the satisfaction of his/her supervisor. Each employee will be eligible for up to nine (9) credits on a first come, first served basis, but if course reimbursement funds are unused by April fifteenth (15<sup>th</sup>) of the school year, then an employee may exceed the nine (9) credit limit, again on a first come, first served basis. In order to receive reimbursement the employee must submit proof of payment from the institution where the course is to be taken. The employee shall be required to earn a grade of "C" or better (or Pass in a Pass/Fail course) and submit their grade reports within two weeks of receipt. If the employee does not earn a grade of "C" or better (or Pass in a Pass/Fail course) the amount of tuition paid will be deducted in equal installments from the employee's remaining paychecks. If the employee does not submit a grade report indicating satisfactory completion of the reimbursed course within six (6) months of the course start date the amount of tuition paid will be deducted in equal installments from the employee's remaining paychecks. Employees who access the course reimbursement benefit will be required to return to service in the Keene School District for a minimum of one year. If all funds allocated for tuition reimbursement are not expended during the year they shall not be carried over into the next year.

## ARTICLE VIII

### EMPLOYMENT STATUS

#### 8.1 VACANCIES AND NEW POSITIONS

An administrator shall be eligible to apply for any administrative vacancy or new position the Board wishes to fill for which the administrator is qualified.

Such vacancies and new positions shall be posted internally on the bulletin board in every school and/or through school information distribution systems for a minimum of seven (7) days concurrent with posting outside the district. A copy shall be sent to the Association President when posted.

#### 8.1.5 ADMINISTRATIVE SEARCHES

All Keene School District and central office administrative searches conducted will include at least one member of KAPS. The Human Resources Director will contact the Association President who will propose a member for the committee. If the Human Resources Director and Association President cannot mutually agree on a KAPS member each will suggest a member and both will serve on the search committee. We understand that management has the right to make the final decision on hiring.

#### 8.2 VOLUNTARY TRANSFERS

Any employee represented by the Association may apply for a transfer out of an administrative position to another administrative position and to any other district position for which the member is certified and/or qualified.

Application for such transfer shall be made in writing to the Superintendent and shall include a statement of the reasons justifying or otherwise explaining the request for the transfer.

Applications for transfer may be submitted at any time. The Superintendent's decision shall be final and not subject to the grievance procedures of this agreement.

#### 8.3 INVOLUNTARY TRANSFER

An administrator who has been transferred and objects to the transfer may request a meeting with the Superintendent, with or without an Association Representative, to discuss the transfer. Such a meeting will be scheduled within ten (10) days of receipt of the request.

#### 8.4 REDUCTION IN FORCE

The Board has developed a reduction in force procedure for administrators in consultation with the Association (Appendix A). This procedure may be changed after the Board does the following:

- A. Notify the Association of any proposed changes;
- B. Meet with the Association on any concerns it has with respect to the changes;
- C. Give due consideration to such concerns.

After full compliance with Article VIII, the decision of the Board will be final.

## **ARTICLE IX**

### **SALARY AND RATE OF PAY**

#### 9.1 BASIC SALARY SCHEDULE

##### A) Salaries

Salaries for administrators will be in accordance with Appendix E, which is attached to and made part of this agreement.

##### B) Anniversary Date

For the purpose of salary payment administrators' salaries will become effective July first (1<sup>st</sup>) or on the first day of the collective bargaining agreement, whichever shall be later as agreed by the Board of Education.

#### 9.2 NOTIFICATION OF SALARY

Administrators shall be notified of their upcoming annual salary in writing no later than April fifteenth (15th) as specified under "RSA 189:14A"

#### 9.3 PROFESSIONAL ACTIVITIES

The Board recognizes the advantages to the individuals and the district resulting from professional activities. To that end, the Board will provide the opportunity to upgrade professional knowledge and skills for members of the unit. The Board has developed a policy regarding professional leave(s) (Appendix B). This policy will not be changed except that the Board will:

- A. Notify the Association of any proposed changes;
- B. Meet with the Association on any concerns it has with respect to the changes;
- C. Give due consideration to such concerns.

#### 9.4 MILEAGE ALLOWANCE

The District agrees that administrators authorized by the Superintendent to use private automobiles on school business shall be reimbursed at a rate equal to the current IRS deduction in accordance with District policy for their use of their automobiles for business purposes. Reimbursement for mileage and other necessary and required expenses submitted within 30 days of accruing the expense and approved by the

Superintendent shall be paid to the administrators within one (1) month of voucher submission.

9.5 METHOD AND TIME OF SALARY PAYMENT

Salaries of administrators shall be paid in twenty-six (26) equal installments, starting with the first administrator pay period in July or on the first day of the contract or whichever shall be later. Salary shall be distributed by direct deposit. Members will receive payroll verification in a confidential manner which shall include deduction and accrual information.

Voluntary dues deductions for KAPS shall be authorized from the salary of an administrator who files an appropriate request within one (1) month of the date on which dues are to be deducted. The deduction form is to be provided by the Association on a monthly basis.

9.6 SEVERANCE PAY

Upon leaving the employ of the Keene School District, the Board shall pay to the administrator, or the administrator's estate in case of death, full accrued vacation at a per diem rate for each day of the administrator's accumulated vacation leave then remaining.

## ARTICLE X

### TERMS AND CONDITIONS OF EMPLOYMENT

- 10.1 All evaluations will be in accordance with the evaluation forms and procedures adopted by the Board. If changes in the forms or procedures are contemplated, the Board agrees to:
- A. Notify the Association of any proposed changes;
  - B. Meet with the Association on any concerns it has with respect to the changes;
  - C. Give due consideration to such concerns.

After full compliance with Article X, the decision of the Board will be final.

#### 10.2 TERMINATION

NEW HAMPSHIRE RSA, CHAPTER 189:13, 14, 14-a, 14-b, 31, 32, with any amendments thereto, and all other statutory provisions pertaining to the relations between district and administrator are applicable to the nonrenewal or termination of the contracts of all Association members. The Board shall have the right to terminate a member's contract of employment if the Commissioner of Education revokes the certificate, license or permit required by the administrator to hold his/her position.

#### 10.3 LENGTH OF CONTRACT

In the event that an administrator who is represented by the Association has his/her contract reduced from full year to less than full year, salary will be determined by dividing the Administrator's full-time salary by the original days worked then multiplying that per diem rate by the number of new days worked (which includes paid holidays.)

For Janice Barry, Joseph Bobbin, Alix Bond, Richard Cate, Alan Chmiel, Leslie Farmer, Dorothy Frazier, William Harris, James Logan, Gwen Mitchell, Robert Morse, David Parker, Thomas Remillard, Rachael Summe-Leonard, and Patricia Yoerger the following formula will be used to determine salary:

"Administrator's full year salary divided by 240 times the number of days worked (which includes paid holidays)."

Administrators named above, along with Kathleen Delaney, Carolyn Paris, Barry Cook, and Maureen Wells, whose contracts have been reduced to between 180 and 208 days will be entitled to all benefits they were entitled to at the time of the reduction.

- 10.4 It is understood and agreed that maintaining a middle manager's supervisory rights and prerogatives is in the mutual interest of KAPS and the Board. When the Board or SAU administrative personnel is in the process of making a decision involving other employee groups or other employee grievances, and such decision might impact the

supervisor/supervisee relationship, such potential decision shall be discussed with the appropriate middle manager representative prior to implementation, subject to the exigencies of the bargaining, grievance or legal processes.

As the educational leaders in middle management positions it is vital that managers be included in all appropriate communication from the Board and SAU administrative personnel. Decisions impacting educational programming within job related duties will include a collaborative approach with the Board, SAU administrative personnel and KAPS middle managers. It is understood that the Board has the right to make the final decision.

When the Board has agreed to purge material from an employee's file over the objection of the employee's supervisor, the Board acknowledges that this can undermine the authority and/or accountability of the supervisor and shall inform the supervisor of the decision. A written explanation of the action will be provided to the supervisor upon request.

The Board, through its SAU administrative staff, agrees to notify KAPS members when there are changes in labor agreements with other groups or changes in Board policy, and these changes impact the supervisor/supervisee relationship.

- 10.5 If a KAPS member's decisions and/or actions need to be investigated, the investigation should first be conducted by the direct supervisor of the member being investigated before involving other members of KAPS. A KAPS member who is not the employee's supervisor may decline participation in such an investigation.

## 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 group 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 XI shall mean calendar days.
- 11.2 The parties acknowledge that it is more desirable for an employee and his/her 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 and referred to in 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, with or without an Association Representative, shall present the grievance in writing to the employee's immediate supervisor within ten (10) calendar days of the date of the occurrence of the matter being grieved. The employee's supervisor shall attempt to satisfactorily adjust the matter and reply to the employee in writing within ten (10) calendar days of the grievance.
- Step 2. In the event that the employee is not satisfied with the supervisor's decision, he/she may, within ten (10) calendar days from receipt of the supervisor's decision in Step 1, present the grievance in writing to the building principal who will arrange to meet within ten (10) calendar days of receipt of the grievance with the employee and any witness called by either party and shall hold a hearing to ascertain the facts surrounding the dispute and reply to the grievance in writing to the employee within ten (10) calendar days of the conclusion of the hearing.
- Step 3. In the event that the building principal's decision is not satisfactory to the employee, the employee may, with or without an Association Representative, within ten (10) calendar days of the receipt of the answer, present the grievance in writing to the Assistant Superintendent of Schools for Keene. 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 in writing to the employee within ten (10) calendar days after the hearing.
- Step 4. In the event that the decision of the Assistant Superintendent of Schools is not satisfactory to the employee, the employee may, with or without an Association Representative, within ten (10) 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 meetings 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 Superintendent's decision is not satisfactory to the employee, the employee may, within ten (10) calendar days of receipt of the answer, present the grievance in writing to the Chairperson of the Keene School Board who shall then arrange a meeting of the Keene School Board, represented by a quorum, in which all parties to the grievance will be heard. The chairperson shall issue the Board's written response within twenty (20) calendar days of his or her receipt of the grievance.

Step 6. The decision of the Board shall be considered final and binding on all parties.

- 11.3 In the event that one's supervisor is a person designated at a higher level in the grievance procedure, the grievance should proceed to the appropriate level of this grievance procedure.
- 11.4 Failure at Steps 1 through 4, inclusive, of this procedure to communicate the decision on the grievance within specified time limits (unless extended by mutual agreement) shall permit the aggrieved person or the Association to proceed to the next level. All time line extensions shall be reduced to writing.
- 11.5 Failure at any level of the procedure to appeal the grievance at the next level within the prescribed time period shall be deemed to be acceptance of the decision rendered at that level.

## ARTICLE XII

### LEAVES OF ABSENCE

#### 12.1 SICK LEAVE

- A. Full time and regular 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, a new employee shall be credited with that year's twelve (12) days sick leave at the commencement of employment. Part-time employees shall accrue sick time at .046 days for each contracted day further cumulative to a maximum of .385 sick days for each contracted day.
- B. Sick leave is defined as workdays as opposed to consecutive days.
- C. Employees are entitled to sick leave at full pay until their accumulated sick leave is exhausted.
- D. Employees covered under this agreement may use up to 10% of their accumulated sick leave for family emergency or long-term care.

#### 12.2 DISABILITY

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

Disability benefits shall terminate on the second anniversary of the beginning of the absence unless, at that date, the employee is totally disabled. An employee is totally disabled if the employee is then unable to perform each of the material duties of any occupation for which he or she is reasonably suited by training, education, or experience.

Disability benefits will also terminate at an employee's death if the disability is caused by a non-work connected accident. Otherwise, disability benefits will also terminate on the June thirtieth (30<sup>th</sup>) following or being the seventieth (70<sup>th</sup>) birthday of the employee.

Disability benefits shall be reduced by the full amount received by the disabled employee for benefits paid to him or her under workers' compensation, social security, or the New

Hampshire retirement system. An employee who, prior to his or her disability, has requested and been granted early retirement pursuant to this agreement shall not be entitled to disability benefits.

An employee whose disability commences while he or she is on leave, including the normal school summer recess period, shall not be entitled to disability benefits until the expiration of such leave.

All entitlements to disability benefits which are the responsibility of a third party insurance carrier shall not be subject to the grievance and arbitration procedure of this agreement unless agreed to by the carrier. All determinations by the carrier shall be final and binding upon the employee, subject to the rights of the employee to appeal in any fashion the determination of the carrier.

A disabled employee receiving disability benefits hereunder acknowledges the district's right to be reimbursed by the insurance carrier for all amounts paid directly to the employee by the district and which are covered by the disability insurance policy maintained by the district.

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

#### 12.4 SHORT TERM DISABILITY PAYMENTS

Disability benefits for the period of the tenth (10<sup>th</sup>) consecutive day to the eighty-ninth (89<sup>th</sup>) consecutive day following the beginning of absence shall be 60% of the employee's gross annual base salary divided by twenty-six (26). Payment shall be made to the employee according to the usual payroll schedule of the district.

#### 12.5 LONG TERM DISABILITY PAYMENTS

Disability benefits for the ninetieth (90<sup>th</sup>) consecutive day following the beginning of the absence to the termination of entitlement to disability benefits shall also be 60% of the employee's gross annual base salary as determined at the commencement of the disability divided by twelve (12). Payment shall be made to the employee monthly during this period.

- 12.6 Subject to the rules and regulations of the health and dental insurers, 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 LEAVES OF ABSENCE

Upon request, an employee may, at the discretion of the Board, be granted a leave of absence for reasons not contemplated specifically in Article VII, including improvement of professional qualifications. The determination of the Board shall not be subject to the grievance and arbitration procedures 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 the grievance and arbitration procedures of this agreement. The employee shall be responsible for submitting a request for continuation of insurance benefits in a timely manner.

12.9 All benefits to which an employee was entitled at the time his or her leave of absence commenced, exclusive of exhausted sick leave or other benefits exhausted by the leave will be restored to the employee upon his or her return.

## 12.10 PERSONAL LEAVE

Personal leave for urgent and legitimate reasons, including bereavement, may be granted by the employee's immediate supervisor in conjunction with the Superintendent.

Upon the approval of the Superintendent, new administrative employees may be granted personal days for reasons relating to relocation.

## 12.11 EXTENDED LEAVE

- A. The Board, at its discretion, may grant an unpaid extended leave for a period up to two (2) full semesters. The Board, at its sole discretion, may extend such leave for up to two additional semesters.
- B. An administrator returning from such a leave shall be assigned to (1) his/her former position or (2) a position equivalent to the one vacated at the time of said leave.
- C. For the purpose of salary placement, the administrator, upon return, will be granted credit for length of service earned as of the last day of active service prior to the beginning of the leave but shall not accrue additional length of service during said leave.

## 12.12 SABBATICAL LEAVE

Sabbatical fellowships may be granted at the discretion of the Board and will be designed to encourage the improvement of instruction, supervision, and administration in the Keene school system.

Administrators and supervisory personnel may apply for a fellowship upon completion of seven (7) years as an employee covered by this agreement. After having received and completed a fellowship, a person may apply for a second fellowship only after seven (7) additional years as an employee covered by this agreement. An applicant must present a

detailed proposal for study or research to his/her immediate superior for approval by the Board upon recommendation of the Superintendent before December first (1<sup>st</sup>) 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 to both the individual and to the school system. Travel will not be approved except when incidental to a study program. Ordinarily fellowships will cover a full school year; in certain cases fellowships covering a half school year, or a half school year plus one summer may be approved provided that adequate arrangements can be made to cover a person's responsibilities during a partial year's absence.

For a full year sabbatical the person will receive one hundred percent (100%) of the annual salary he/she would receive in his/her Keene position and for a half-year sabbatical the person will be compensated at the rate of his/her annual salary.

During the sabbatical, the employee will share in all rights, negotiated salary increases, and benefits stipulated in this agreement and afforded to all employees, including medical, dental and life insurance benefits, as are offered to all employees in active service, if such plans permit. In addition, the employee on sabbatical will earn a year of service while on sabbatical which will factor into the employee's total years of service for retirement purposes.

A person granted a sabbatical leave will be obligated to return to the district for five (5) consecutive years following the sabbatical. Failure to fulfill this obligation shall result in full reimbursement to the district for salaries, fringe benefits and other costs incurred because of the sabbatical.

#### 12.13 JURY DUTY

Members of the Association called for and serving on jury duty shall receive the necessary leave to fulfill the legal obligation. The person shall be paid during such time an amount equal to the difference between his/her salary and the compensation received for such services.

#### 12.14 RELEASE TIME

In the event it is necessary for a member of the Association by virtue of his/her office, to be present at a meeting involving contract negotiations with the Board, the member shall be permitted to attend such a meeting without loss of salary.

#### 12.15 VACATION TIME

Two (2) days/month paid vacation time will be provided to full year employees.

Except as noted below employees working less than two hundred and sixty (260) days per year are not eligible to earn vacation time.

The following language in quotes will apply to Barry Cook, in his role as Principal of North Campus; Maureen Wells, in her role as Director of Food Services and Carolyn Paris, in her role as Assistant Director of Food Services:

"Employees who are contracted to work two hundred and five (205) or more days a year, but less than two hundred and sixty (260) days a year, are eligible to receive all benefits in the full amounts specified in the collective bargaining agreement except vacation, which shall be prorated.

Vacation for those employees working two hundred and five (205) days or more, but less than two hundred and sixty (260) days, will be prorated according to the following formula:

Number of days contracted for, times the appropriate accrual factor, divided two hundred and sixty (260) days equals the accrual factor.

Example: Two hundred and twenty (220) day person with less than ten (10) years of service:

$220 \times 2 = 1.7$  days/month (but subject to the maximum two hundred and sixty (260) accumulation per year of eighteen (18))

The cap on the number of days accrued for employees who work less than two hundred and sixty (260) days shall be eighteen (18) a year."

Employees may accumulate up to a maximum of sixty-five (65) days. Leave may be advanced to each member of the Association by the Superintendent. If an Association member leaves the employ of the district prior to earning such advanced leave, reimbursement to the district will be made for the amount not earned. All requests for vacations must be approved in advance by the immediate supervisors.

Effective 7/1/10 the Board will change the method of accounting for vacation accrual to more accurately reflect the contract language. Effective with this contract, vacation accrual will stop once sixty five (65) vacation days have been accrued.

At any time during the first year of employment a new administrator may be granted as many as five (5) days in advance of earning those vacation days by the Superintendent. Any unearned vacation balance will be repaid upon termination of employment.

## **ARTICLE XIII**

### **FINAL RESOLUTION**

- 13.1 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.
  
- 13.2 The Board agrees that, in the event of a change in the title(s) of position(s) included in the bargaining unit, it will reopen discussions with representatives of the Keene Association of Principals and Supervisors for the purpose of determining whether the new position(s) should be included in the unit.
  
- 13.3 This agreement constitutes the entire agreement of the parties with respect to the matters herein contained. In order for any modification or alteration of this agreement to be valid and enforceable, it must be in writing and signed by duly authorized representatives of the parties hereto.

**ARTICLE XIV**

**DURATION**

The provisions of this contract will become effective as of July 1, 2010 and shall continue in effect until June 30, 2012.

KEENE ASSOCIATION OF  
PRINCIPALS AND SUPERVISORS

KEENE BOARD OF EDUCATION

BY: \_\_\_\_\_  
CHAIRMAN, NEGOTIATING  
COMMITTEE

BY: \_\_\_\_\_  
CHAIRMAN, NEGOTIATING  
COMMITTEE

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

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

BY: \_\_\_\_\_  
PRESIDENT OF THE ASSOCIATION

BY: \_\_\_\_\_  
CHAIRMAN OF SCHOOL BOARD

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

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

## **APPENDIX A**

The Board agrees to work with KAPS to amend the procedures associated with KSB Policy 4119, Reduction In Force, (Below) to address bumping rights if an administrator's contract is reduced.

The Board and KAPS agree that no more than one position, as defined by the salary range classification, will be eliminated per year.

### **ADMINISTRATIVE PROCEDURE TO ACCOMPANY POLICY 4119** **ADMINISTRATIVE REDUCTION IN FORCE**

The Board will notify the administrator(s) being affected by a reduction in the administrative group as soon as the potential reduction is known.

The affected administrator(s) will be notified of the potential reduction in writing as soon as reasonably possible but in no event later than twenty (20) days after the adoption of the budget for a given year, and will be given the opportunity to discuss the reduction with the Superintendent or his designee.

The Board will make every effort to place an affected administrator in a vacant position for which he is qualified or to make reasonable efforts to retain the administrator for positions of critical shortage in the district.

In any reduction as hereinabove described, the Superintendent shall consider the performance, level of training, certification, and experience of the personnel involved as compared to other members in the same administrative classification.

- I. Initially a list will be developed in the Human Resources Office according to the following:
  1. The list will be developed from the most senior down to the least senior administrator. Seniority is defined as length of continuous service in the Keene School District in an administrative position.
  2. Administrators will initially be grouped according to their respective positions: Secondary Principal, Elementary Principal, High School Assistant Principal, and Middle School Assistant Principal. All other positions are in groups with only one member.
  3. Once the seniority list for each of the respective groups has been developed then the evaluations for the past three (3) years for each person in that group will be reviewed and rank ordered. This rank ordering of evaluations will have first priority in making decisions about who will be affected by a reduction.
  4. Throughout the entire reduction in force procedure, it will be understood that seniority is available to those administrators who have maintained at least average performance in the Keene School District. Unsatisfactory performance will be ranked according to the severity of infraction as evidenced by:
    - A. An unsatisfactory annual evaluation.

- B. Disciplinary action(s) taken against the administrator by his supervisor or by the Superintendent of Schools.
- C. Administrators who have had an unsatisfactory annual evaluation or against whom disciplinary action has been taken will lose seniority within their respective group (fourth (4<sup>th</sup>) year or more of contracted administrative service, third (3<sup>rd</sup>) year or less of contracted administrative service) and will be able to regain their appropriate seniority rank after one (1) year in which there has been no recurrent action. The administrator affected by this clause shall not be given credit toward seniority during the year within which his performance was judged unsatisfactory or disciplinary action(s) occurred.
- D. Disciplinary action(s) or unsatisfactory annual evaluations, while remaining in the personnel file, shall not be held against a person's seniority privileges after a period of one (1) year if no further action has been taken.

In the event that two administrators with the same hiring date, certification and performance record are being considered for a reduction, the Board will apply the following criteria, not necessarily in this order, to determine which staff to lay off:

- A. Holding a valid administrative certificate in New Hampshire
  - B. Academic degree status
  - C. Additional course credits
  - D. Written documentation of skills and abilities.
  - E. Total experience in present position
  - F. Areas of competence indicated by certification and the individual's grade level or subject matter preference
  - G. Skills in areas where the district has instructional needs
  - H. Recommendations of administrative staff
  - I. Participation in staff development activities.
- II. Displaced administrators who have more seniority will become eligible to assume positions at lower administrative pay classifications or teaching positions provided they hold appropriate certification and have had previous successful experience in the Keene School District at the lower pay classification.

Reassignment to another level of the educational system (high school, middle school, or elementary) will only be made if the person has had previous successful experience in the Keene School District at that level, when applicable.

All professional teaching/administrative experience shall be counted in determining placement on the appropriate salary schedule.

- III. If an administrator's contract is reduced or not renewed because of a reduction in force, that administrator's name will be placed on a recall list for a period of three (3) years. If a position becomes available during that period, and the administrator is qualified to hold that position, the administrator will be notified in writing by registered mail, sent to the last known address, at least thirty (30) days prior to the anticipated date of reemployment.

In order to be maintained on the list the administrator must notify the district annually if he desires to be retained on the recall list. This notice must be received by the district between March fifteenth (15<sup>th</sup>) and July first (1<sup>st</sup>).

In determining whether an administrator is qualified for reappointment, the Board will employ in reverse order the same criteria it established to determine layoff order. The administrator will accept or reject the appointment in writing within seven (7) days after receipt of notification. If the appointment is accepted, the administrator will receive a written contract within twenty (20) days of receipt of the administrator's reply by the Board. The reemployed administrator shall receive a salary equal to this termination salary and the average percentage change in salary for all administrators in the district not to exceed the maximum for the position accepted. If the administrator does not respond according to procedure within seven (7) days after receipt of such notification, the name of the administrator will be removed from the recall list.

- IV. In the event the evaluation system is substantially modified, the Association and the Board shall renegotiate the provisions of this procedure to make it consistent with the new evaluation procedures.

## **APPENDIX B**

### **LIMITED LEAVE FOR PROFESSIONAL DEVELOPMENT**

The Keene Board of Education employing administrative and management techniques consistent with modern management development, will provide leadership personnel such professional development opportunities which will assist each person in making a maximum contribution to the school district's effort to provide a quality educational program for all students.

Consistent with this objective of providing leadership personnel with the opportunity for continuous professional renewal the Keene Board of Education will provide a professional leave opportunity for administrative/managerial personnel.

The following will outline the procedures for applying for a professional leave:

1. An individual will become eligible for a professional leave after three (3) full years of employment covered by this agreement.
2. A total of three professional leaves will be available during a fiscal year; none of the professional leaves will run concurrently.
3. The individual will submit an application to the Superintendent of Schools outlining the benefits of the professional leave both to the individual and to the district. The plan will also outline the process in which the individual's position responsibilities will be covered or reassigned during the leave.
4. The professional leave will be awarded for a period of up to six (6) weeks with full pay and benefits.
5. Applications for professional leaves should be submitted at least three (3) months but no later than one (1) month in advance and will not be awarded unless adequate coverage can be assigned by the administration.
6. The professional leave requests could be for such purposes as: graduate level study; special research projects; new program development, personnel management coursework; etc.
7. Once awarded a professional leave an individual could reapply for a professional leave after an additional three (3) full years of employment covered by this agreement.

It is mutually understood that a replacement for the individual granted the professional leave is important for maintaining supervision in the school

The decision of the Superintendent of Schools in awarding a professional leave shall be final and not subject to the grievance and arbitration procedures of this contract.

**APPENDIX C**

**ELIGIBILITY - EARLY FULL RETIREMENT**

The parties intend to gradually eliminate the "Early Full Retirement" benefit by "grandfathering" its provisions to incumbent administrators (as of June 30, 2001). Therefore, any full time or regular member of the bargaining unit as of June 30, 2001 and who is or becomes at least fifty-five (55) years of age and who acquires at least twenty (20) years of full-time service in the Keene School District, at least the last five (5) of which have been consecutive and within the KAPS group, may apply for early retirement under this plan as of July first (1<sup>st</sup>) in the calendar year in which said member reaches age fifty-five (55) or as of the first of July in any year thereafter. Said application to retire early shall be made on December first (1<sup>st</sup>) prior to the intended July first (1<sup>st</sup>) retirement date on a form approved by the Keene School Board. The application will be approved by the Board on or before March first (1<sup>st</sup>). The determination by the Board of approval or disapproval shall be final.

Bargaining unit members who qualify for total disability under the benefits program for the Keene Association of Principals and Supervisors are ineligible for the early retirement plan.

Said early full retirement participants shall receive from said date until the normal retirement age of sixty-five (65) an annual stipend in accordance with the following schedule

Early retirement stipend

Years of service	as a percentage of the average of the preceding five (5) years annual salary
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%

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.

No amendment or termination of early full retirement shall affect any participant then governed by its terms.

Stipends provided to employees under this plan shall automatically terminate upon the occurrence of either of the following:

- A. Sixty-fifth (65) birthday of an employee;
- B. Death of an employee; in such an event, the benefits of this plan shall not vest in the employee's estate.

During the term of this agreement, the Board will grant no more than three (3) early retirements in any given year and no more than five (5) during the life of the contract.

In the event that there are more qualified applicants for early retirement than would be accommodated under the above, the plan shall be limited to the most senior applicants. Seniority shall be determined first by age, then by years of service in the Keene School District, then by birth date. Or the Board of Education may, at its discretion, approve additional applications for the plan.

The following cap on the annual stipend will apply to any early retirements granted during the life of this contract: \$31,500.

\* The early retirement benefit as defined in Appendix C is available to Jan Barry, Alix Bond, Barry Cook, Bill Harris, Bob Morse, and Wayne Woolridge.

## APPENDIX D

### EARLY RETIREMENT

The following early retirement provisions are a replacement retirement plan for the early full retirement provisions set forth in Appendix C. KAPS members not eligible for the benefit outlined in Appendix C are covered under the early retirement provision outlined in Appendix D. Administrators named in Appendix C are not eligible under Appendix D. If an administrator eligible under Appendix C changes positions, but remains in the bargaining unit, that administrator remains eligible under Appendix C, not Appendix D.

Any employee who is contracted to work two hundred and five (205) or more days a year with a minimum of ten (10) years of service whose age plus years of service equal seventy (70) may be paid additional compensation in up to 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 employee must give written notice of his/her intent to retire not later than December first (1<sup>st</sup>) of the school year prior to the first school year (beginning July first (1<sup>st</sup>)) in which s/he is eligible to receive the payment.

Accordingly, the decision to retire may be made over three (3) years in advance of retirement. However, the decision to retire may only be rescinded in writing at any time prior to July first (1<sup>st</sup>) of the year in which the early retirement stipend begins.

\* For purposes of this calculation, years of service shall include years as a central office administrator in SAU 29 or as a principal, assistant principal, teaching principal, administrator, or director in any of its member districts. Time spent as a teacher in the Keene School District will be counted for purposes of this calculation as two (2) years service for one (1) year credit.

## APPENDIX E

### SALARY FOR THE TERM OF THE CONTRACT

There will be no salary increase for Administrators covered under this agreement for the 2010 – 2011 school year. Effective July 1, 2011, each eligible administrator will receive a salary increase of 2.0% for the 2011-2012 fiscal year

Salary increases shall not exceed the maximum of the range for the position. Any employee who reaches the maximum of the salary range for their position shall have their salary frozen at the maximum of the salary range. Those employees whose salary is currently over the 2011-2012 salary ranges for their position will have their salary frozen at the 2009-2010 level.

The following elementary school principals (Richard Cate, William Harris, Gwen Mitchell, Patricia Yoerger) will be paid within the “251-500 students” elementary salary range regardless of student population as long as they remain assigned at the elementary level.

Any scheduled increases may be withheld as a result of unsatisfactory performance. Once performance at a satisfactory level is reestablished, the employee shall receive an annual increase, which would bring the salary of the employee to the amount it would have been if the increments had not been withheld.

Effective July 1, 2010 Director of Curriculum, Director of CIRTT and Associate Director of CIRTT are removed from this bargaining unit and from this salary schedule. Effective July 1, 2010 the position of Assistant Principal/Teaching Principal will become two positions: Assistant Principal/Teaching Principal – KMS and Assistant Principal/Teaching Principal – KHS; the position of Elementary Principal will become two positions: Elementary Principal (100-250 students) and Elementary Principal (251-500 students).

Effective July 1, 2010, the salary ranges for each position shall be as follows:

High School Principal	\$89,000 - \$116,000
Middle School Principal	\$75,000 - \$97,000
Career Center Director	\$72,000 - \$93,600
Elementary School Principal (100-250 students)	\$65,000 - \$90,000
Elementary School Principal (251-500 students)	\$72,000 - \$92,000
Assistant Principal/Teaching Principal - KMS	\$65,000 - \$86,500
Assistant Principal/Teaching Principal - KHS	\$65,000 - \$86,500
Director of Buildings and Grounds	\$65,000 - \$86,500
Director of Community Education	\$50,000 - \$78,000
Athletic Director	\$50,000 - \$78,000
Director of Food Services	\$35,700 - \$62,500
Supervisor of Custodial Services	\$35,700 - \$62,500

Assistant Director of Community Education	\$39,000 - \$61,000
Assistant Director Food Services	\$25,000 - \$41,250

Effective July 1, 2011, the salary ranges for each position shall be as follows:

High School Principal	\$90,000 - \$120,000
Middle School Principal	\$80,000 - \$100,000
Career Center Director	\$75,000 - \$95,000
Elementary School Principal (100-250 students)	\$65,000 - \$90,000
Elementary School Principal (251-500 students)	\$75,000 - \$95,000
Assistant Principal/Teaching Principal - KMS	\$65,000 - \$90,000
Assistant Principal/Teaching Principal - KHS	\$65,000 - \$90,000
Director of Buildings and Grounds	\$75,000 - \$95,000
Director of Community Education	\$50,000 - \$78,000
Athletic Director	\$50,000 - \$78,000
Director of Food Services	\$45,000 - \$65,000
Supervisor of Custodial Services	\$45,000 - \$65,000
Assistant Director of Community Education	\$39,000 - \$61,000
Assistant Director Food Services	\$30,000 - \$45,000

**APPENDIX F**

**PELRB CERTIFICATION CERTIFICATE**