

**AGREEMENT**

**BETWEEN THE**

**KEENE BOARD OF EDUCATION**

**AND THE**

**KEENE PARAPROFESSIONALS ASSOCIATION**

**July 1, 2021 to June 30, 2025**

## PREAMBLE

To encourage the continuous effective and harmonious working relationship between the School Board of the Keene School District of the City of Keene (the "Board") and the Keene Paraprofessionals Association (the "Association"), the Board and the Association make and enter into this agreement on March 24, 2021.

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**ARTICLE I**

**RECOGNITION**

- 1.1 For purposes of collective negotiations, the Board recognizes the Association as the exclusive representatives of the following employees of the Keene School District as certified by the New Hampshire Public Employee Labor Relations Board: all Paraprofessionals employed by the Keene School District to include: Instructional; Non-Instructional; Monitor; Vocational Instructor; Educational Interpreter; Community Education Assistant; COTA; and LPN.
- 1.2 Unless otherwise indicated, the term "Employee", when used hereinafter in this Agreement, shall refer to all Paraprofessionals represented by the Association in the negotiating unit as above defined, and reference to female employees shall include male employees as well.
- 1.3 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**

**PURPOSE AND INTENT**

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

**ARTICLE III**

**MANAGEMENT RIGHTS**

- 3.1 Except as otherwise specifically provided in the Agreement, or otherwise specifically agreed to in writing between the parties, the Association recognizes that there are functions, powers, authorities and responsibilities exclusively vested in the Board, among which are included, but not limited to, the right to introduce new or improved methods, machinery or personnel; to establish standards of work; to determine the extent to which the Keene School District shall operate and accomplish such work; the right to establish schedules of work; to assign work to employees; evaluation of employees; to establish safety and other rules governing the operations of the Keene School system and the conduct of their employees; the right to enforce such rules and to direct the working forces, as the Board may deem appropriate not in conflict with the terms of this Agreement.

**ARTICLE IV**

**PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT**

- 4.1 On or about October first (1<sup>st</sup>) 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, no later than October fifteenth (15<sup>th</sup>) at a meeting with the Board, its proposal. The parties shall, thereafter, meet, confer and negotiate in a good faith effort to reach a mutual understanding and agreement under the provision of RSA 273-A, subsection XI.

- 4.2 The negotiating committee of the Board and negotiating committee of the Association shall have the 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 shall be reduced to writing and signed by the Board and Association. 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 Agreement. The "good faith" effort required for a multi-year agreement includes a warrant article intended to "Sanbornizing" the Agreement. A collective bargaining agreement is "Sanbornized" when it is approved by the voters so that its terms are enforceable. "Sanbornizing" provides a mechanism for approval of a multi-year collective bargaining agreement through a separate warrant article rather than a line item in the general budget.
- 4.4 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 and Association agree to share all reasonable information and material not of a confidential nature.
- 4.5 The cost of mediation and fact-finding, including per diem expenses, shall be shared equally by the Board and the Association.

## **ARTICLE V**

### **ASSOCIATION RIGHTS**

- 5.1 The Association and its representatives may use school buildings by submitting a written request, 48 hours in advance to the building administrator who shall notify the Director of Buildings & Grounds, for Association business at reasonable times, provided that this shall not disrupt normal school operations.
- 5.2 The Association President or designee shall have four (4) days of paid leave per school year to attend to Association business. This must be requested via the District's time and attendance system designating this is for "Association business", and must be approved in advance by the Supervisor or Building Principal. These days shall not be used for contract negotiations.
- 5.3 The Association President shall receive notice of all bargaining unit vacancies via the District's job posting system.
- 5.4 The Association will have the right to use the employee mailbox system for distribution of Association related written materials to members.
- 5.5 The Board agrees to deduct union dues from wages of its employees, for the Keene Paraprofessionals Association, National Education Association-New Hampshire, and the National Education Association, as elected by each employee individually and voluntarily.

- 5.6 The Association President shall receive a list of current bargaining unit employees upon request to the Human Resources Director.

## **ARTICLE VI**

### **EVALUATION AND PERSONNEL FILES**

- 6.1 The parties agree that an annual and consistent evaluation of employee performance and effectiveness is a valuable asset. The Board shall retain sole discretion over the evaluation tool implemented; however, the Board shall give consideration to the Association's input regarding the creation or modification of the standard evaluation tool. Such input should be submitted in writing to the Superintendent and Director of Human Resources. Each new employee may meet with the appropriate building administrator regarding the School District's current evaluation plan, including criteria, goals and objectives of any such plan.
- 6.2 In response to an evaluation, employees shall be asked to sign that they have received their evaluation, however, such signature does not necessarily indicate their agreement with said evaluation. An employee may submit a written response to accompany their evaluation if desired.
- 6.3 An employee has the right to review their personnel file within normal business hours by providing a request in advance to the Director of Human Resources.
- 6.4 The parties recognize and agree that, subject to the provisions of Article VI, employee evaluation is an administrative function and the sole responsibility of the Board.

## **ARTICLE VII**

### **GRIEVANCE PROCEDURE**

- 7.1 A "grievance" is a claim based upon an event or condition which affects the terms and/or conditions of employment of an employee or Association of employees based upon the interpretation, application, or violation of any of the provisions of this Agreement. An "aggrieved employee" is the person or persons making the claim. All time limits specified in Article VII shall mean calendar days. Claims that violate the specified time limits shall be deemed inadmissible. Failure of the grievant to file a grievance in a timely manner shall render the grievance null and void. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits (unless extended by mutual agreement), shall permit the aggrieved person to proceed to the next level. Failure at any level of the procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- 7.2 If the circumstances of the grievance indicate to the supervisor that the grievance is a claim that may be construed as Sexual Harassment, the supervisor will proceed under the District's Sexual Harassment Policy (GBAA) and will notify the Director of Human Resources and the grievance procedure shall be suspended pending the outcome of the Sexual Harassment investigation. If after an investigation the incident is deemed Sexual Harassment, the complaint will proceed under the Sexual Harassment Policy and not be eligible to move forward under this Grievance Procedure. Appeals of all findings made under the Sexual Harassment Policy shall follow the Sexual Harassment Policy, not the grievance procedure. If after an investigation the complaint is deemed not to be Sexual Harassment the complaint may proceed under this Grievance Procedure.

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

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

Step 1. The aggrieved employee shall present the grievance in writing to the employee's immediate supervisor and Director of Human Resources within twenty-five (25) calendar days of the date of the occurrence of the matter being grieved. The employee's supervisor shall attempt to satisfactorily resolve the matter and reply to the employee and Director of Human Resources in writing within fifteen (15) calendar days of the presentation of the grievance.

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

Step 2. In the event that the employee is not satisfied with the supervisor's decision, he/she may within fifteen (15) calendar days from receipt of the supervisor's decision in Step 1, present the grievance in writing to the Building Principal. The Principal will arrange to meet within fifteen (15) calendar days of receipt of the grievance with the employee. The Principal shall reply to the grievance in writing to the employee within fifteen (15) calendar days of the conclusion of the meeting.

Step 3. In the event that the Building Principal's decision is not satisfactory to the employee, the employee may, within fifteen (15) calendar days of receipt of the answer, present the grievance in writing to the Assistant Superintendent of 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 to the employee within fifteen (15) calendar day 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, within fifteen (15) calendar days of receipt of the answer, present the grievance in writing with all supporting documentation to the Superintendent of Schools. The Superintendent shall arrange any meeting he/she feels necessary to determine all the facts relevant to the grievance and shall respond in writing within fifteen (15) calendar days of receipt of the grievance.

Step 5. In the event that the grievant is not satisfied with the Superintendent's decision, the grievant may, within fifteen (15) calendar days of receipt of the Superintendent's decision in Step 4, resubmit the grievance in writing to the Board of Education. The Board may review the proceedings as they have taken place at Steps 1 through 4 or may designate a member or committee of members to do so. The Board or Committee may choose to hold a hearing or limited hearing. In the alternative, the Board may summarily affirm the determination of the Superintendent. The Superintendent shall forward the Board's decision to the grievant in writing within forty-five (45) calendar days of the Superintendent's receipt of the resubmitted grievance.

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

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

## **ARTICLE VIII**

### **REDUCTION IN FORCE**

In the event that a reduction in force among the paraprofessionals becomes necessary, the following procedures will be utilized:

- 8.1 Normal attrition will be explored first to ascertain the need for a reduction and determine the specific positions impacted.
- 8.2 This procedure is designed to provide job security to the highest performing and then the most senior employee. In no event will a more senior person with less quality performance be retained solely on the basis of seniority. Further, an employee who offers the district a special or useful service and/or an up-to-date skill shall be retained when seniority and performance are equal.
- 8.3 Reduction in force shall be accomplished by: (a) performance; (b) relevant training and/or education (c) certification if appropriate (d) job classification, as defined below; and (e) time status classification, as defined below.
- 8.4 The Paraprofessionals Association shall be divided into the following job classifications:
  - a) Specialist – COTA (certified occupational therapy assistant)
  - b) Specialist – LPN (licensed practical nurse)
  - c) Specialist - Community Education Assistant
  - d) Specialist – Vocational Instructor/coach
  - e) Specialist - Educational Interpreter
  - f) Instructional Paraprofessionals – (including Title 1 staff, library, special education, English as Second Language (ESL))
  - g) Non-Instructional Paraprofessionals – Office Aide
  - h) Non-Instructional Paraprofessionals – Monitor
  - i) Non-Instructional Paraprofessionals – Media Distributors



- 8.5 Each employee shall further have a time status classification within each job classification as follows: (a) year-round (b) full-time (c) regular, or (d) part-time.
- 8.6 Once the initial list is developed by the Director of Human Resources for each time and job classification, the following additional procedures shall be considered in the following order:
- a. Past performance, determined by the three most previous evaluations - (For Instructional Paraprofessionals this is the Instructional Paraprofessionals Yearly Summative Evaluation). For example, if considering a group of full-time employees in the same job classification, the employees with "professionally competent" evaluations would be considered prior to those with "exceptional" evaluations for RIF purposes. Those with unsatisfactory evaluations would be first to be reduced.
  - b. If two employees both had "needs improvement" evaluations or "exceptional" evaluations, then seniority will be considered next.
  - c. If two employees were hired at the same time and they each had "exceptional" evaluations, then the following additional information, deemed to be of benefit to the district, would be considered in determining which employee would be retained: attendance, relevant training, special skills, demonstrated abilities, relevant education/degree, appropriate certification (if applicable).
  - d. Employees shall be further ranked by time status classification within each job classification on the list prepared by the Director of Human Resources according to seniority. Seniority is defined, as length of continuous service in the Keene School District. Job sharers will accrue seniority on the same basis as part-time employees.
- 8.7 In general, it would be the intention of the Board that reductions in force be applied first to part-time positions. However, the logistics and coordination of particular job situations may require, in the employer's sole discretion, the elimination of year-round, full-time, and/or regular positions(s) instead of part-time positions(s).
- 8.8 If a year-round or full-time position is reduced rather than eliminated, the criteria outlined in 8.6 a, b, c,d and e will be followed.
- 8.9 If an employee is laid off due to reduction in force, the employee shall be considered first for a District Paraprofessional position for which they apply for a period of one (1) year following the reduction. Considered first means that applicants shall be evaluated prior to the hiring process and if deemed qualified and certified, in the sole discretion of the Board, offered the position. The employee must apply for the position and identify themselves to the hiring manager by indicating their position was eliminated or reduced within the last academic year on the application. Employees shall be recalled in the reverse order of the reduction (e.g. The last employee whose position is subject to a reduction in force shall be the first to be offered a position, assuming the employee has complied with the application process described herein). If this employee is recalled, he/she will return with full benefits including previously accrued sick leave, seniority, and at the appropriate rate of pay for the position.

**ARTICLE IX**  
**FRINGE BENEFITS**

9.1 Definitions of Employment Status/Hours

1. Annual hours to be determined at the sole discretion of the Board.

Year-round- Minimum of 1950 regularly scheduled annual hours, and 248 days, and 8 hours/day.

Full-time- Minimum of 1200 regularly scheduled annual hours, and 185 days, and 7 hours/day.

Regular- Minimum of 900 regularly scheduled annual hours, and 181 days, and 6.0 hours/day.

Part-time- Fewer than of 900 regularly scheduled annual hours, and up to 181 days.

	Regularly Scheduled Annual Hours	Hours/day	Total Scheduled Work Days	Total Annual Days
Year-Round	1950-2080	8.0	248	248
Full-Time	1200-1949	7.0	185	185
Regular	900-1199	6.0	181	181
Part-Time	Fewer than 900	Varies	Up to 181	Up to 181

Note:

The Board shall have the sole discretion in determining the schedule, days, and hours for each employee.

Employees must meet the criteria in each of the first three columns in order to qualify for benefits listed in each employment status. For example, an employee must work a minimum of 1950 regularly scheduled hours, and 8 hours per day and 248 work days per year to qualify as year-round. An employee who works 1950 annual hours and 10 hours per day but only 195 days would be defined as full-time.

	Vacation Time	Health/ Dental Benefits	SickTime	Paid Personal	Workshop Days	Flexible Paid Time
	Days		Days	Days	Days	Hours
Year-Round	Yes - Varies	Yes	12	2	7	96
Full-Time	No	Yes	10	2	5	82.5
Regular	No	No	8	2	1*	45
Part-Time	No	No	No	No	1*	N/A

BENEFITS

9.2 Health Insurance (Year-Round and Full-Time Employees)

The Board agrees to offer at least three plan options including the AB20 (or its equivalent) and at least two additional options. The board may offer more than 3 plan choices. The contribution rates listed below shall be applied to the **plan chosen**. If the plan chosen is more costly than the AB20, contributions will be capped at the AB20 contribution costs.

Contribution Rates

2021-2022	82%
2022-2023	81.5%
2023-2024	81%
2024-2025	80%

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

Employees electing not to join one of the health plans for the entire membership year, and who secure substitute group health insurance coverage and who supply the district with proof of the substitute coverage shall be eligible to receive a six thousand dollar (\$6,000) payment upon the close of the applicable school year. The amount shall not be prorated and no consideration for partial years will be given.

Eligibility shall be in accordance with the rules of the carrier selected by the Board. If a married couple is employed by the Keene School District or SAU 29 member District, then one employee may elect appropriate coverage offered under their respective benefit plan. If both employees are within Keene District there will be no expense to either eligible employee. However, if one employee is in a member District, one employee may opt for the buyout in accordance with their respective opt-out benefit.

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

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

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

to avoid the tax. If the parties are unable to agree on a substitute, the Association and the District shall share the costs of the excise penalty equally.

Flexible Spending Account: The Board agrees to establish, at its expense, a Section 125 Healthcare Flexible Spending Account, with a \$200 minimum and a \$2,500 maximum, and Dependent Care Reimbursement Account with a \$200 minimum and a \$5,000 maximum employee contribution for all Year-Round, Full-Time and Regular Employees. The Board reserves the right to limit contributions to Flexible Spending Accounts as necessary to avoid "Cadillac Tax" under ACA.

9.3 Dental Insurance (Year-Round and Full-Time Employees)

The Board agrees to provide per fiscal year (July 1 - June 30) for each employee electing dental insurance coverage up to:

Single	\$ 443
Two-Person	\$ 832
Family	\$ 1,387

towards the cost to provide Delta Dental Plan A/B/C (Option 3A) with no deductible, \$1,000 maximum per person, per plan year. Eligible employees may select single, two (2) person, or family coverage.

Eligibility shall be in accordance with the rules of the carrier selected by the Board. If a married couple is employed by the Keene School District, then one employee may elect appropriate coverage offered under their respective benefit plan. If both eligible employees are within the Keene School District there will be no expense to either employee.

9.4 Life Insurance (Year-Round and Full-Time Employees)

The Board will provide term life insurance which provides for twenty-four (24) hour coverage (twelve (12) months per year). Each paraprofessional will receive coverage per fiscal year (July 1 - June 30) as follows:

Three (3) times estimated annual salary

9.5 Retirement System (Year-Round and Full-Time Employees)

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

Employees approaching retirement are advised to contact New Hampshire Retirement System (NHRS) in Concord at the earliest date possible. (Note: Appropriate applications must be made by the employee through the Human Resources Department.)

9.6 **Social Security** (All Employees)

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

9.7 **Worker's Compensation** (All Employees)

The Board will provide, at its expense, worker's compensation insurance as required by law. Employees are required to report accidents or any other circumstance that may be covered by worker's compensation. Reports should be made immediately; but, in any case, no later than twenty-four (24) hours following the occurrence.

9.8 **Flexible Paid Time (in lieu of Holidays)**

Flexible Paid Time (Year-round, Full-time, and Regular Employees per schedule below)\*

1. Year-Round Employees receive Ninety-six (96) hours of Flexible Paid Time.
2. Full-time Employees receive Eighty-two and one half (82.5) hours of Flexible Paid Time.
3. Regular Employees receive Forty-five (45) hours of Flexible Paid Time.

Flexible Paid Time shall only be used from Monday through Friday for **non-workdays**. Hours may be used by an employee between the employee's first scheduled work day of the fiscal year and June 30 of the same fiscal year. Accruals shall be available on the first scheduled work day and must be used during that fiscal year. Unused Flexible Time shall be paid at the close of the fiscal year and shall not be carried forward. A maximum of 8 hours per day may be used on an eligible day. Flexible Paid Time hours shall not count towards hours worked for purposes of over-time calculation. Flexible Paid Time does not count towards benefits eligibility.

\* NOTE: These days originated from the exchange of all Paid Holidays for 7.5 hours of Flexible Paid Time per former holiday. Employees must indicate the use of Flexible Paid Time on their time cards in order to receive payment for any eligible day.

9.9 **Vacations** (Year-round Employees)

Paid vacation time will be provided to each employee based upon length of continuous employment as follows:

First year of employment at the rate of 1 day per month (12 days per year)  
1-5 years at the rate of 1.25 days per month (15 days per year)  
6 years at the rate of 1.50 days per month (18 days per year)  
11 years at the rate of 1.75 days per month (21 days per year)  
15+ years at the rate of 2 days per month (24 days per year)

Employees may accumulate vacation days up to a maximum of thirty (30) days. All requests for vacations must be approved in advance by the immediate supervisor.

## 9.10 Leaves of Absence

### 1. Sick Leave

#### a. Year-Round and Full-Time Employees

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

#### b. Regular Employees

Eligible Employees shall receive .8 day of paid sick leave per month (based on a ten (10) month school year), cumulative to seven (7) days per year, further cumulative to a maximum of one hundred (100) days.

During the first year of employment, an employee's sick leave will not be considered exhausted until it has exceeded the annual accumulation. Should an employee leave the employ of the District prior to earning the annual accumulation, the employee shall reimburse the District the difference between earned sick leave and paid sick leave. Sick leave is defined as workdays as opposed to consecutive days. Sick leave shall be confined to the personal illness of an employee; however, employees shall be able to use up to ten (10) days per year of their own sick leave to care for an immediate family member (defined as spouse, child, parent, sibling, grandparent, grandchild, parents of spouse or any person permanently residing in the employee's household) who is ill or for a work-restricted religious holiday. Employees may request of the Board, through the Superintendent, or his/her designee, up to 30 of their own accumulated sick days for the critical or terminal illness of a spouse or family member. The Board's decision shall be final and not subject to the grievance procedure. 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 annual accumulation they receive for the given year. Absences in excess of five (5) consecutive work days require doctor certification.

### 2. Disability (Year-Round and Full-Time Employees)

The Board agrees to provide short-term disability/long-term disability coverage for its Year-Round and Full-Time paraprofessionals according to the policy stated below. The level of benefits for employees shall not be reduced without the prior consent of the Paraprofessional Association. A complete description of the terms and details of coverage are available from the Human Resources Office.

The Board will contribute towards health and dental insurance as indicated in this Agreement while an employee is out on long-term disability for a period of eighteen (18 months) following the date of initial disability. At the end of this period, subject to the rules and regulations of the health and dental insurers, the employee will be eligible for an additional eighteen (18) months of coverage at his/her own expense under the federal laws of COBRA.

Disability is defined as the condition resulting from the sickness or injury of an employee, which prevents such employee from doing the material duties of his or her regular occupation. Disability benefits as defined hereunder shall commence on the tenth (10<sup>th</sup>) consecutive day following the beginning of the absence of the employee, or upon the exhaustion of all accumulated sick leave, whichever date is last. Provided, however, that

an employee shall not be entitled to disability benefits for disability resulting from sickness or injury that was diagnosed and/or treated within three (3) months before the commencement of an employee's employment with the district 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.

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.

3. 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 sixty percent (60%) of the employee's hourly rate of pay. Payment shall be made to the employee according to the usual payroll schedule of the district.

4. 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 sixty percent (60%) of the employee's gross annual pre-disability base salary as determined at the commencement of the disability. Payment shall be made to the employee monthly during this period by the insurance carrier.

9.11 Personal Days (Year-Round, Full-Time and Regular Employees):

a. Paid Personal Days

Year-Round, Full-Time and Regular Employees shall have two (2) paid personal days each year, cumulative to three (3). Personal days are for activities of a personal nature that necessitate an individual to be absent from professional duties. Personal days shall not be used on days that extend a long/holiday weekend or school vacation break nor for pecuniary gain. (Approval of personal leave days shall be in accordance with this section and at the discretion of the principal/supervisor who shall not be arbitrary or capricious in his/her denial of personal leave.) All personnel are obligated to notify their respective principal or immediate supervisor forty-eight (48) hours in advance, except in cases of emergency. Paraprofessionals are not obligated to provide a specific reason when requesting a paid personal day but must affirm the day meets the criteria above.

a. Unpaid Personal Days

Year-Round, Full-Time and Regular Employees may be granted up to a maximum of three (3) unpaid personal days each year at the discretion of their respective principal or immediate supervisor whose decision shall not be arbitrary or capricious. Paid personal days must be exhausted prior to requesting an unpaid personal day. All personnel are obligated to notify their respective principal or immediate supervisor forty-eight (48) hours in advance, except in cases of emergency. Paraprofessionals are not obligated to provide a specific reason when requesting an unpaid personal day but must affirm the day meets the criteria above.

9.12 Bereavement Leave (All Employees)

A maximum of three (3) paid bereavement days shall be granted by the Principal or supervisor in the event of the death of a member of the employee's or the employee's spouse's immediate family (defined as spouse, child, parent, sibling, grandparent, grandchild, parents of spouse or any person permanently residing in the employee's household). The Superintendent may grant additional days for exceptional circumstances.

9.13 Jury Duty (All Employees)

Employees called for and serving on jury duty shall receive the necessary leave to fulfill the legal obligation. This leave shall not be deducted from sick leave. The person shall be paid during such time, an amount equal to the difference between his or her salary and the compensation received for such services. An employee subpoenaed to serve as a court witness shall be granted unpaid leave. Employee's must provide a copy of supporting official court documents for leave in this section to be approved by the supervisor.

9.14 Unpaid Leaves of Absence (All Employees)

Upon request, an employee may, at the discretion of the Board, be granted an unpaid leave of absence for reasons not contemplated in this policy. The determination of the Board shall be final and not subject to grievance. Benefits eligible employees on a board approved unpaid leave of absence shall have the right to continue medical and/or dental insurance under the federal laws of COBRA for an additional eighteen (18) months of coverage at his/her own expense. Refer to Keene Board Policy GCCAA.

9.15 Educational Leave (Year-Round and Full-Time Employees)

The Board supports educational growth among the paraprofessionals Association particularly as it relates to job-related skills. In addition, it encourages paraprofessional employees to aspire to professional level competencies. Upon request, an employee may be granted a one (1) year unpaid leave of absence to pursue further education. No more than two (2) Paraprofessionals may be granted leaves per year for this purpose. The requests will be reviewed by the Board as they are submitted, and the determination of the Board shall be final. Benefits eligible employees on a board approved, unpaid educational leave of absence, shall have the right to continue medical and/or dental insurance under the provisions of COBRA.

The employee on an educational leave will be assigned to a similar position in the District which was held at the time the leave of absence commenced, or to another position for which the employee is qualified.

9.16 Military Leave (All Employees)

Military leave shall be granted in accordance with state and federal law.



9.17 Professional Advancement

The Board agrees to provide up to \$18,000 for professional advancement per fiscal year to be used as described below.

a. Course Reimbursement (Year-Round, Full-Time, and Regular Employees)

Course reimbursement is for job-related education, or for classes necessary to obtain a post-secondary degree (associate's, bachelor's or master's) or for Para Educator or teacher certification.

Payment for each graded course shall be made to the employee at the time of enrollment. The employee shall be required to earn a grade of "C" or better (or Pass in a Pass/Fail course). In the event the employee does not earn a "C" or a "Pass", the amount of tuition paid at the time of enrollment shall be repaid by the employee to the district in equal installments from each paycheck due to the employee over the next sixty (60) days from the date the Board receives notice of the unsatisfactory grade. Satisfactory proof of enrollment and of completion shall be required.

Reimbursement shall be made on a first come, first served basis. No employee shall receive payment for college courses beyond six (6) credits or two (2) four (4) credit courses per year before May 1. Employees may then apply for reimbursement for additional credits between May 1 and May 10 and the funds will be equally divided between the applicants, provided that the funds have not been expended. Reimbursement will be the actual cost of the course, but not to exceed \$1,500 per course.

Employees who access the course reimbursement benefit will be required to return to service in the district for a minimum of one (1) year. If the employee does not return to service for the required twelve (12) month period, the employee will be required to reimburse the cost of the previous twelve (12) month's tuition. Repayment shall be forgiven if no degreed job is available in the district or if the employee applies, but is not chosen for a degreed job in the district.

The Association shall have the right to submit for group workshops, courses, and seminars including related materials associated with approved activities. The Association may apply for up to \$6,000 of the total funds allocated under section annually. The Association shall be subject to the same requirements as an individual member under this section except for the initial amount accessible and the ability to apply for materials associated with the group activity. Group activities shall mean greater than ten (10) members participating. The District shall recognize the President as having the authorization to apply for these funds. Approval of group, job-related activities shall be at the discretion of the Superintendent or designee after consultation with the Association President.

b. Professional Development (Year-Round, Full-Time and Regular Employees):

These funds shall be used to pay for the cost of a Paraprofessional's participation in any workshop, seminar, or similar education program (up to three hundred dollars (\$300) per employee) which has been approved by the Principal/Supervisor and

which is directly related to the employee's job within the Keene School District or is used to maintain a teacher or Paraeducator certification. Reimbursement shall be made on a first come, first served basis until funds are exhausted.

Each Paraprofessional attending a workshop shall be paid for up to two (2) days. Additional workshops attended by a Paraprofessional shall be deducted from personal time and unpaid thereafter. No more than three (3) unpaid days may be granted by the principal for any purpose during the fiscal year (Refer to 9.11(b) of this document).

If all funds allocated for professional advancement are not expended during the year, they shall not be carried over into the next year.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

#### 10.1 Long-Term Substitution (10 or more consecutive days)

A paraprofessional who agrees to take a position as a long-term (greater than 10 consecutive days) substitute for an absent teacher shall be compensated at either the long-term substitute rate or his/her regular hourly rate for hours worked, whichever is greater. A paraprofessional serving as a -term substitute shall continue to receive benefits under this agreement or shall receive benefits given to long-term substitute as part of Board policy or contract, whichever is greater. A paraprofessional who serves as a long-term substitute and then returns to his/her duties as a paraprofessional shall have all benefits and seniority rights restored to them except that seniority shall not accrue for the time spent as a long-term substitute.

10.2 Employees shall have a thirty (30) minute duty-free lunch period each day. An employee who is willing and requested by their supervisor to work through their lunch must complete a Payroll Waiver Form and designate this as time worked on their timecard.

10.3 Upon an official delayed school opening due to snow or inclement weather, employees are expected to arrive at work at the scheduled time. If employees are unable to work the scheduled total number of hours due to a delayed opening, the employee shall be able to make up the time lost in consultation with the building Principal. All make-up time must be performed within the same pay period as the weather related delayed opening. This provision is not applicable to school closures, including snow days.

10.4 Employees' paychecks shall be deposited in the financial institutions of the employee's choice via direct deposit. Pay stub information will be available to employees online.

10.5 All time worked shall be accurately recorded on the employee's timecard.

10.6 If any of this Agreement or any application of this Agreement to any employee or Association of employees is held to be contrary to law, then such provision of 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.

10.7 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

Association members or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, marital status, membership, and/or activity in the Association.

- 10.8 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Superintendent of Schools, Keene School District Board of Education, 193 Maple Ave., Keene, New Hampshire 03431.
- 10.9 Whenever written notice to the Keene Paraprofessionals Association is provided for in this Agreement, such notice shall be addressed to the President, Keene Paraprofessionals Association, at his/her then current address. It shall be the responsibility of the Association to notify the Superintendent of Schools when there has been a change in Presidents, or whenever there is a change in the address of the President.
- 10.10 Notices, under Article XI, shall be via certified mail.

## **ARTICLE XI**

### **FINAL RESOLUTION**

- 11.1 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 XII**

### **DURATION**

- 12.1 The provisions of this contract will become effective as of July 1, 2021, and shall continue in effect until June 30, 2025.

## INSTRUCTIONAL PARAPROFESSIONALS

STEP	YEAR 1		YEAR 2		YEAR 3		YEAR 4	
	2021-22	Cert.*	2022-23	Cert.*	2023-24	Cert.*	2024-25	Cert.*
0	16.35	17.10	16.65	17.90	17.00	18.50	17.45	18.95
1	16.45	17.20	16.75	18.00	17.10	18.60	17.55	19.05
2	16.55	17.30	16.85	18.10	17.20	18.70	17.65	19.15
3	16.65	17.40	16.95	18.20	17.30	18.80	17.75	19.25
4	16.75	17.50	17.05	18.30	17.40	18.90	17.85	19.35
5	16.85	17.60	17.15	18.40	17.50	19.00	17.95	19.45
6	16.90	17.65	17.20	18.45	17.55	19.05	18.00	19.50
7	17.00	17.75	17.30	18.55	17.65	19.15	18.10	19.60
8	17.10	17.85	17.40	18.65	17.75	19.25	18.20	19.70
9	17.20	17.95	17.45	18.70	17.80	19.30	18.25	19.75
10	17.25	18.00	17.50	18.75	17.85	19.35	18.30	19.80
11	17.45	18.20	17.70	18.95	18.00	19.50	18.45	19.95
12	17.60	18.35	17.85	19.10	18.20	19.70	18.65	20.15
13	17.70	18.45	17.95	19.20	18.30	19.80	18.75	20.25
14	17.80	18.55	18.05	19.30	18.40	19.90	18.85	20.35
15	18.15	18.90	18.15	19.40	18.50	20.00	18.95	20.45
16	18.35	19.10	18.60	19.85	18.70	20.20	19.10	20.60
17	18.50	19.25	18.75	20.00	19.10	20.60	19.45	20.95
18	18.85	19.60	19.10	20.35	19.35	20.85	19.80	21.30
19	19.10	19.85	19.35	20.60	19.65	21.15	20.10	21.60
20	19.30	20.05	19.55	20.80	19.90	21.40	20.35	21.85
21	19.50	20.25	19.75	21.00	20.10	21.60	20.55	22.05
22	20.50	21.25	20.50	21.75	20.50	22.00	20.85	22.35
23	21.50	22.25	21.50	22.75	21.50	23.00	21.50	23.00
24	22.15	22.90	22.55	23.80	22.95	24.45	23.40	24.90
-General		-Special Education						
-Library		-Title 1						
-ESL								

\*Holds a valid New Hampshire teacher certificate.

**Max step for new hires is step 5**

## NON-INSTRUCTIONAL PARAPROFESSIONALS

STEP	YEAR 1 2021-22	YEAR 2 2022-23	YEAR 3 2023-24	YEAR 4 2024-25
0	15.78	15.78	15.78	16.00
1	16.00	16.25	16.25	16.25
2	16.25	16.35	16.45	16.55
3	16.35	16.45	16.55	16.75
4	16.45	16.55	16.65	16.75
5	16.55	16.65	16.75	16.85
6	16.63	16.88	17.00	17.25
7	16.72	16.97	17.27	17.50
8	16.81	17.06	17.36	17.76
9	16.91	17.16	17.46	17.86
10	17.03	17.28	17.58	17.98
11	17.12	17.37	17.67	18.07
12	17.21	17.46	17.76	18.16
13	17.34	17.59	17.89	18.29
14	17.40	17.65	17.95	18.35
15	17.45	17.70	18.00	18.40
16	17.50	17.75	18.05	18.45
17	17.55	17.80	18.10	18.50
18	17.60	17.85	18.15	18.55
19	18.45	18.80	19.20	19.60
20	18.45	18.80	19.20	19.60
21	18.45	18.80	19.20	19.60
22	18.45	18.80	19.20	19.60
23	18.45	18.80	19.20	19.60
24	18.45	18.80	19.20	19.60
-Monitor -Office Aides -Education Interpreter				

**Max step for new hires is step 5.**

## PARAPROFESSIONALS - LPN

STEP	YEAR 1 2021-22	YEAR 2 2022-23	YEAR 3 2023-24	YEAR 4 2024-25
0	15.00	15.65	15.95	16.25
1	15.33	15.98	16.28	16.58
2	15.66	16.31	16.61	16.91
3	15.99	16.64	16.94	17.24
4	16.32	16.97	17.27	17.57
5	16.65	17.30	17.60	17.90
6	16.98	17.63	17.93	18.23
7	17.31	17.96	18.26	18.56
8	17.64	18.29	18.59	18.89
9	17.97	18.62	18.92	19.22
10	18.30	18.95	19.25	19.55
11	18.63	19.28	19.58	19.88
12	18.96	19.61	19.91	20.21
13	19.29	19.94	20.24	20.54
14	19.62	20.27	20.57	20.87
15	20.00	20.65	20.95	21.25
*16	1%	1%	1%	1%

**\*Step 16 represents a 1% increase over the range  
Max step for new hires is step 5.**

## PARAPROFESSIONALS - COTA

STEP	YEAR 1 2021-22	YEAR 2 2022-23	YEAR 3 2023-24	YEAR 4 2024-25
0	19.30	19.65	20.00	20.30
1	19.63	19.98	20.33	20.63
2	19.96	20.31	20.66	20.96
3	20.29	20.64	20.99	21.29
4	20.62	20.97	21.32	21.62
5	20.95	21.30	21.65	21.95
6	21.28	21.63	21.98	22.28
7	21.61	21.96	22.31	22.61
8	21.94	22.29	22.64	22.94
9	22.27	22.62	23.17	23.47
10	22.60	22.95	23.50	23.80
11	22.93	23.28	23.83	24.13
12	23.26	23.61	24.16	24.46
13	23.59	23.94	24.49	24.79
14	23.92	24.27	24.82	25.12
15	24.30	24.65	25.20	25.50
*16	1%	1%	1%	1%

**\*Step 16 represents a 1% increase over the range  
Max step for new hires is step 5.**

**PARAPROFESSIONALS – COMMUNITY ED**

STEP	YEAR 1 2021-22	YEAR 2 2022-23	YEAR 3 2023-24	YEAR 4 2024-25
0	19.22	19.57	19.87	20.17
1	19.40	19.75	20.05	20.35
2	19.58	19.93	20.23	20.53
3	19.76	20.11	20.41	20.71
4	19.94	20.29	20.59	20.89
5	20.12	20.47	20.77	21.07
6	20.30	20.65	20.95	21.25
7	20.48	20.83	21.13	21.43
8	20.66	21.01	21.31	21.61
9	20.84	21.19	21.49	21.79
10	21.02	21.37	21.67	21.97
11	21.20	21.55	21.85	22.15
12	21.38	21.73	22.03	22.33
13	21.56	21.91	22.21	22.51
14	21.74	22.09	22.39	22.69
15	21.93	22.28	22.58	22.88
*16	1%	1%	1%	1%

**\*Step 16 represents a 1% increase over the range  
Max step for new hires is step 5.**



**PARAPROFESSIONAL SPECIALIST – JOB COACH**

STEP	YEAR 1 2021-22	YEAR 2 2022-23	YEAR 3 2023-24	YEAR 4 2024-25
0	20.30	20.65	20.95	21.25
1	20.51	20.86	21.16	21.46
2	20.72	21.07	21.37	21.67
3	20.93	21.28	21.58	21.88
4	21.14	21.49	21.79	22.09
5	21.35	21.70	22.00	22.30
6	21.56	21.91	22.21	22.51
7	21.77	22.12	22.42	22.72
8	21.98	22.33	22.63	22.93
9	22.19	22.54	22.84	23.14
10	22.40	22.75	23.05	23.35
11	22.61	22.96	23.26	23.56
12	22.82	23.17	23.47	23.77
13	23.03	23.38	23.68	23.98
14	23.24	23.59	23.89	24.19
15	23.45	23.80	24.10	24.40
*16	1%	1%	1%	1%

**\*Step 16 represents a 1% increase over the range  
Max step for new hires is step 5.**

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

IN WITNESS WHEREOF the parties have executed this agreement on this 24 day of March, 2021 as of the date and year first written above.

KEENE SCHOOL DISTRICT  
BOARD OF EDUCATION

By:   
CHAIRPERSON OF THE SCHOOL  
BOARD

KEENE PARAPROFESSIONALS ASSOCIATION

By:   
PRESIDENT OF THE PARAPROFESSIONALS  
ASSOCIATION